

Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-D130

State of West Virginia Request for Quotation 09 - Construction

ļ	Proc Folder: 93827 Doc Description: ADDEN	IDUM 1: OPEN-END CONTRACT FOR ELEVATOR MAINTENANCE				
ſ	Proc Type: Central Master Agreement					
Date Issued	Solicitation Closes	Solicitation No	Version			
2015-05-12	2015:05-27 13:80:00	CRFQ 0506 HHR1500000005	2			

HAND SHOWER

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

**PURCHASING DIVISION** 

2019 WASHINGTON ST E

CHARLESTON

w 25305

US

Vendor Name, Address and Telephone Number:

Elevators Escalators



**Jeff Havens** Sr. Sales Consultant

KONE Inc. Columbus 735 Cross Pointe Rd. Ste. G Gahanna, OH 43230 www.kone.us

Phone 614.866.1751 Ext 213 Cell 614.402.8198 Fax 614.866.3240 Jeff.havens@kone.com

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick (304) 558-0067

robert.p.kilpatrick@wv.gov

Signature X

36-2357423 DATE 5-26-15

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

	WIND TO THE TANK	Bar Ton College	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RES OFFICE OF OPERATIONS	OURCES	HEALTH AND HUMAN RESO OPERATIONS DIAMOND PRO	
ONE DAVIS SQUARE, RM 1	15	350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Corrective Maintenance - Flat Hourly Rate	50.00000	HOUR	\$150.00	\$7,500-

Comm Code	Manufacturer	Specification	Model #	
72101506		· · · · · · · · · · · · · · · · · · ·		Ī

### **Extended Description:**

Corrective Maintenance - Flat Hourly Rate.

INSCRIPTION OF THE PROPERTY OF		SUPERIOR TO THE STREET	CONTRACTOR STATE OF S
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESC OFFICE OF OPERATIONS	URCES	HEALTH AND HUMAN RE	
ONE DAVIS SQUARE, RM 11	5	350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Percentage Markup for Parts	1.00000	EA	1.15%	\$11,500-

Comm Code	Manufacturer	Specification	Model #	
72101506				

### Extended Description:

See Specifications Section 5.2

Total of \$10,000 in estimated parts times markup multiplier of 1.XX where XX equals the percentage vendor will markup applicable parts.

none comment	The State of		
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RES	OURCES	HEALTH AND HUMAN RES	· · · <del></del>
OFFICE OF OPERATIONS		OPERATIONS DIAMOND F	PROJECT
ONE DAVIS SQUARE, RM	115	350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Elevator Maintenance Monthly Cost Elevator 1 - 350 Cap.	12.00000	MO	\$275.00	*2,700-

Comm Code	Manufacturer	Specification	Model #	
72101506			· · · · · · · · · · · · · · · · · · ·	
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### Extended Description:

Elevator Maintenance Monthly Cost - Elevator 1 Dover/Otis BJ9967 - 350 Capitol Street

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BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOU	RCES	HEALTH AND HUMAN RE	ESOURCES
OFFICE OF OPERATIONS		OPERATIONS DIAMOND	PROJECT
ONE DAVIS SQUARE, RM 115		350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
us		US	

Line	Comm Ln Desc	Qly	Unit Issue	Unit Price	Total Price
4	Elevator Maintenance Monthly Cost Elevator 2 - 350 Cap.	12.00000	МО	\$225.00	\$2,700 -

Comm Code	Manufacturer	Specification	Model #	
72101506				
				- 1

#### **Extended Description:**

Preventative Maintenance Monthly Cost - Elevator 2 Dover/Otis BJ9968 - 350 Capitol Street

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BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RE OFFICE OF OPERATIONS		HEALTH AND HUMAN RI OPERATIONS DIAMOND	
ONE DAVIS SQUARE, RM	115	350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
us		us	

Line	Comm Ln Desc	Qly	Unit Issue	Unit Price	Total Price
5	Elevator Maintenance Monthly Cost Elevator 3 - 350 Cap.	12.00000	MO 4	225.00	*2700-

Comm Code	Manufacturer	Specification	Model #	
72101506				

### Extended Description:

Preventative Maintenance Monthly Cost Elevator 3 Dover/Otis BJ9969 - 350 Capitol Street

Windle in		BAHAD	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESC	DURCES	HEALTH AND HUMAN I	RESOURCES
OFFICE OF OPERATIONS		OPERATIONS DIAMON	ID PROJECT
ONE DAVIS SQUARE, RM 1	15	350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Elevator Maintenance Monthly Cost Elevator 4 - 350 Cap.	12,00000	МО	\$225.00	\$2,700

Comm Cade	Manufacturer	Specification	Model #	
72101506				

### Extended Description:

Preventative Maintenance Monthly Cost Elevator 4 Otis/Otis 1025687350 Capitol Street

		SURFO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RES	SOURCES
OFFICE OF OPERATIONS		OPERATIONS DIAMOND F	PROJECT
ONE DAVIS SQUARE, RM 11	5	350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Elevator Maintenance Monthly Cost Elevator 1 - 500 Cap.	12.00000	МО	4110,00	*1,320-

Comm Code	Manufacturer	Specification	Model #	
72101506		<del>-</del>	<del></del>	_
1				

### Extended Description:

Preventative Maintenance Montly cost Elevator 1 Dover/Dover EK3944 - 500 Capitol Street

TRANSPER P		HAIP TO		
BUYER - 304-957-0209		BUYER - 304-957-0209		
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES		
OFFICE OF OPERATIONS		OPERATIONS DIAMOND PROJE	ECT	
ONE DAVIS SQUARE, RM 115		350 CAPITOL ST		
CHARLESTON	WV25301	CHARLESTON	WV 25301	
US		us		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Tojal Price
8	Elevator Maintenance Monthly Cost Elevator 2 - 500 Cap.	12.00000	MO	110.00	\$1,320

Comm Code	Manufacturer	Specification	Model #	
72101506				
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### Extended Description :

Peventative Maintenance Monthly Cost Elevator 2 Dover/Dover EK3074 - 500 Capitol Street

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BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RES	DURCES	HEALTH AND HUMAN RESOU	RCES
OFFICE OF OPERATIONS		OPERATIONS DIAMOND PRO	JECT
ONE DAVIS SQUARE, RM 1	15	350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Elevator Maintenance Monthly Cost Elevator 1 - 619 Virg.	12.00000	MO	\$110,00	*1,320-

Comm Code	Manufacturer	Specification	Model #	
72101506		<del>-</del>		
				1

### Extended Description:

Elevator Maintenance Monthly Cost Elevator 1 ThyssenKrupp/ThyssenKrupp EU3333 - 619 Virginia St. West.

	Document Phase	Document Description	Page 6
HHR1500000005	Draft	ADDENDUM 1: OPEN-END CONTRACT	of 6
		FOR ELEVATOR MAINTENANCE	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

### ATTACHMENT A



### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: HHR1500000005

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)

[>		Addendum No. 1	[	]	Addendum No. 6
E	]	Addendum No. 2	I	3	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
1	]	Addendum No. 5	I	]	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.

Company

Self Havene

Authorized Signature

5-26-15

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

### CRFQ 0506 HHR1500000005: ATTACHMENT A: PRICING PAGE

Location Name	<b>Capacity</b>	<u>Type</u>	<u>Landings</u>	<b>Monthly Cost</b>	Quantity	Yearly Cost
Diamond Bldg, 350 Capitol Street						
Elevator#1	2500	Traction	8	\$ 225-	12	\$ 2700
Elevator #2	2500	Traction	8	\$ 225-	12	\$ 2700-
Elevator #3	5000	Traction	9	\$ 225 -		\$ 2700-
Freight Elevator	4000	Traction	4	\$ 225-	12	\$ 2700-
Parking Garage, 500 Capitol Street						
Elevator #1	2500	Hydraulic	8	s 110 T	12	1320-
Elevator #2	2500	Hydraulic	8	\$ 110-	12	1320
OCME, 619 Virginia Street West	ř.					
Elevator #1	2000	Hydraulic	2	<u> </u>	12 5	1320-
FLAT MONTHLY RATE (Total all Monti	nly Costs from Abov	e) =		s 1230-		
Total Yearly Charge (Total all Yearly C	osts from Above) =				\$	14,760 A
Cost for Parts Markup Multiplier is percentage	\$10,000.00 of 15% Cor	x Markup multipli overted to Multiplier pe	er of Pr PARTS MA	1,15 ARKUP (See 5.2 of	= \$ Specificati	11,500 B
Flat Hourly Rate	\$150-	50 Hours (Estimated)			S= \$	7,500 c
TOT	'AL BID (Add A + B +	- C to calculate D)			= \$	33,76%
CONTACT INFORMATION						
Company Name:			<b>e</b> 1			
Company Address:		eff Havens r. Sales Consultant	Eleva Esca	ators KONE		
Contact Name:		ONE inc. olumbus				
Contact Phone Number:		35 Cross Pointe Rd. te. G	Phone 6	514.866.1751 Ext 213 Cell 614.402.8198		
Contact Fax Numer:		ahanna, OH 43230 ww.kone.us		Fax 614,866,3240 jeff.havens@kone.com		
Contact Email Address:					:	
24-Hour Phone Number for Caliback Se	rvices:	(877) 2 f. havens	76-	8691		
Fax/Email for Delivery Order Receipt	_ jef	f. havers	0 K	one, co	<u>~</u>	

### REQUEST FOR QUOTATION CRFQ 0506 HHR1500000005 Elevator Maintenance

- 10.1.1 Failure to perform Contract Services in accordance with requirements contained herein.
- 10.1.2 Failure to comply with other specifications and requirements contained herein.
- 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4 Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
  - 10.2.1 Cancellation of the Contract.
  - 10.2.2 Cancellation of one or more release orders issued under this Contract.
  - 10.2.3 Any other remedies available in law or equity.

### 11. MISCELLANEOUS:

- 11.1 No Substitutions: Vendor shall supply only Contract Services submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 11.2 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address and customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jeff Havens
Telephone Number: (614) 402-8198
Fax Number: (614) 866-3240
Email Address: Jeff. haves & Kont. Com

### CRFQ 0506 HHR1500000005: Attachment B: Equipment Listing

LocationName	SerialNo.	Capacity	Make (Manufacture/ Hoist)	Location	Туре	Land	Date Renovated	Last Full Load Test	Last No Load Test	State Inspection
350 Capitol Street, Elevator #1 350 Capitol Street, Elevator #2 350 Capitol Street, Elevator #3 350 Capitol Street, Elevator #4 500 Capitol Street, Elevator #1 500 Capitol Street, Elevator #2	BJ9967 BJ9968 BJ9969 1025687 EK3944 EK3074	2,500 2,500 5,000 4,000 2,500 2,500	Dover/Otis Dover/Otis Dover/Otis Otis/Otis Dover/Dover Dover/Dover ThyssenKrupp/	Dîamond Diamond Diamond Diamond Garage Garage	Traction Traction Traction Traction Hydralic Hydralic	8 9 4 8	1999 1999 1999 1960 1999 (New) 1999 (New)	Feb 2014 Feb 2014 Feb 2014 Feb 2012	Mar 2015 Mar 2015 Mar 2015 Mar 2015 Feb 2015 Feb 2015	Mar 2015 Mar 2015 Mar 2015 Mar 2015 Feb 2015 Feb 2015
619 Virgina Street West, Elevator #1	EU53333	2,000	ThyseenKrupp	OCME	Hydralic	2	2005	**************************************	Feb 2015	Feb 2015

RFQ No. HHR1500000005

### 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 performance of a vendor contract with the party receiving an amount that meets or exceed 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: KONE J	Inc.
Authorized Signature: Jeff Haven	n Date: 5-26-15
State of Ohio	
County of FLANT 10-wit:	
Taken, subscribed, and sworn to before me this 2 de	ly of
My Commission expires Nh 27th	2018.
AFFIX SEAL HERE	NOTARY PUBLIC GOD Studen
	Purchasing Affidavit (Revised 07/01/2012)
	•

4 4 F

**WV-73** Rev. 08/2013

STATE OF WEST VIRGINIA,



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

COUNTY OF Lanawea, TO-WIT:	
I, Jeff Havens, after being first duly sworn, depose and state	as follows:
1. I am an employee of Kone, Inc.; and, (Company Name)  2. I do hereby attest that Kone, Inc. (Company Name)	
2. I do hereby attest that Kone, Inc. (Company Name)	
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D.	
The above statements are sworn to under the penalty of perjury.	
our dry Free By: Jelf Havens	
# 20005282-ODFW Title: Senior Sales Consultar	+
Company Name: Kowe, Inc.	
Date: 5- 26-15	
	015
By Commission expires May 174 2018	
(Seal)	n
THIS ENDOUT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMWITH THE BED IN ORDER TO COMWITH THE BED IN ORDER TO COMBINE TO INCLUDE THE AFFIDAVIT WE BED SHALL RESULT IN DISQUALIFICATION OF THE BID.	<u>1PLY</u> ITH THE
ATE OF ONO.	/. August 2013



West Virginia Contractor Licensing Board

Number:

WV000551

**Classification:** 

SPECIALTY

KONE INC DBA KONE INC 1 KONE COURT MOLINE, IL 61265-1380

**Date Issued** 

**Expiration Date** 

SEPTEMBER 07, 2014

SEPTEMBER 07, 2015

**Authorized Company Signature** 

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee, Issued under provisions of West Virginia Code, Chapter 21, Article 11.



### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)
KONE INC.
One Kone Court
Moline, IL 61265

#### OWNER:

(Name, legal status and address)
STATE OF WEST VIRGINIA

2019 Washington Street East, Charleston, WV 25305

BOND AMOUNT: Five percent of amount bid, (5% of Amount Bid)

#### PROJECT:

(Name, location or address, and Project number, if any)
Elevator Maintenance

#### SURETY:

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND 1400 American Lane, Tower I, 18th Floor Schaumburg, IL 60196-1056

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.

Project Number, if any:

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 26th day of May, 2015

KONE INC.

(Principal)

(Title)

Melissa L. Forlier, Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Sure(v))

Judy Andersen

(Title)

Susan A. Welsh, Altorney in Fact

### ACKNOWLEDGEMENT BY SURETY

## STATE OF ILLINOIS COUNTY OF COOK

On this 26<sup>th</sup> day of May, 2015, before me, Christina L. Sandoval, a Notary Public, within and for said County and State, personally appeared Susan A. Welsh to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and Melissa L. Fortier to me personally known to be the Attorney-in-Fact of and for KONE Inc. and acknowledged that they executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL
CHRISTINA L SANDOVAL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/09/2019

#### **Exhibit A**

### Special Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that KONE Inc., has made, constituted and appointed and by these presents does make, constitute and appoint Susan A. Welsh, Sandra M. Winsted, Melissa L. Fortier, Christina L. Sandoval, and Jeffrey M. Leadley as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf surety bonds and other documents of similar character issued in the course of its business and to bind the Company thereby as if such writings had been duly executed and acknowledged by its officers. This Power of Attorney shall be explicitly limited to bond requests made in writing on KONE Surety Request Form by KONE Inc.'s Law Department or by any Branch Office.

Attest:

By: KONE Inc.

John Dahlquist Jr. Assistant Secretary Konematic, Inc. d/b/a Door Systems, Inc.

Khanh Josephson Assistant Secretary

State of Illinois

County of Desper

On this Odday of Feldensey, 2015 personally appeared before me, a Notary Public for the State of Illinois, John Dalquist Jr., Assistant Secretary of KONE Inc. and Khanh Josephson, Assistant Secretary of Konematic, Inc. d/b/a Door Systems, Inc., who acknowledged that the foregoing is his free and voluntary act and deed on behalf of said corporation.

OFFICIAL SEAL
JANA L CRAWFORD
Notary Public - State of Illinois
My Commission Expires Feb 25, 2018

Notary Public, State of Illinois

My Commission Expires:

### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

### FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Yice President, in pursuance of authority, granted by Article V. Section 8. of the By-Laws of said. Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES and Diane M. O'LEARY, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-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 and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had heen duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York. the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills. Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V. Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of September. A.D. 2014.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







By

Secretary Michael McKibben

Vice President Thomas O. McClellan

State of Maryland County of Bultimore

On this 5th day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly swom, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Moria D. Adamski, Notary Public My Commission Expires: July 8, 2015

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any

1, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V. Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the ottesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney... Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and hinding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WIFEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this Wife Way of 11/03, 20/5.





