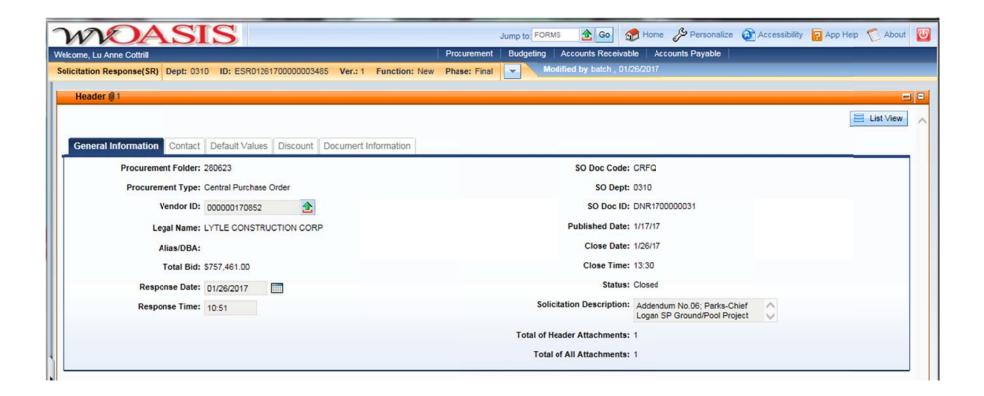


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





# State of West Virginia Solicitation Response

Proc Folder: 280623

Solicitation Description: Addendum No.06; Parks-Chief Logan SP Ground/Pool Project

Proc Type: Central Purchase Order

 
 Date issued
 Solicitation Closes
 Solicitation Response
 Version

 2017-01-26 13:30:00
 SR
 0310 ESR01261700000003485
 1

VENDOR

000000170852

LYTLE CONSTRUCTION CORP

Solicitation Number: CRFQ 0310 DNR1700000031

**Total Bid:** \$757,461.00 **Response Date:** 2017-01-26 **Response Time:** 10:51:03

**Comments:** 

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246 jessica.s.chambers@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Comm Code	Manufacturer	Specification	Model #	
72153105				

Unit Issue

Unit Price

**Ln Total Or Contract Amount** 

\$757,461.00

Qty

0.00000

Comments: Additive Alternates 1. 23,793 2. 34,480

Swimming pool construction service

Line

Comm Ln Desc



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### State of West Virginia Request for Quotation 09 — Construction

	Proc Folder: 280623		
	Doc Description: Parks-	Chief Logan SP Spray Ground and Pool Equipment	
	Proc Type: Central Purch		
Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-07	2017-01-10 13:30:00	CRFQ 0310 DNR1700000031	1

BID RECEIVING LOCATION	2.1	Kittivi-Kitivi t	The state of the s	N. N
BID CLERK				
DEPARTMENT OF ADMINISTRATION				
PURCHASING DIVISION				
2019 WASHINGTON ST E				
CHARLESTON	WV	25305		
us				

VENDOR:	_
Vendor Name, Address and Telephone Number:	

Signature X	FEIN#	DATE	
		<del> </del>	<del></del>
jessica.s.chambers@wv.gov			
(304) 558-0246			
Jessica S Chambers			
FOR INFORMATION CONTACT THE	BUYER		

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

# ADDITIONAL INFORMATION:

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Division of Natural Resources, Parks and Recreation Section, to establish a one-time construction contract for the repair of the pool filtration equipment, and construction of a spray ground facility at Chief Logan State Park, near Logan, West Virginia per the bid requirements, specifications and terms and conditions that are apart of this solicitation and attached hereto.

INVOICETO	SHIR TO YEAR OLD TO SHEET SHEET	Say Sales Say Walter Say
	SUPERINTENDENT	
DIVISION OF NATURAL RESOURCES	DIVISION OF TOURISM & PARKS	
PARKS & RECREATION-PEM SECTION	CHIEF LOGAN STATE PARK	
324 4TH AVE	376 LITTLE BUFFALO CREEK RD	
SOUTH CHARLESTON WV25305	LOGAN	WV 25601-3074
US ·	us	_

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Swimming pool construction	n service			
L					

Comm Code	Manufacturer	Specification	Model #	
72153105				

Extended Description:

Swimming pool construction service

	Document Phase	Document Description	Page 3
DNR1700000031	Draft	Parks-Chief Logan SP Spray Ground and	
		Pool Equipment	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.
Ronald Gr. Lytle
(Name, Title) Pre Sident Little Construction Corporation
(Printed Name and Title) 102 Bierer In, Morgantown WN 26508
(Address) 304-692-6380 / 304-291-3578
(Phone Number) / (Fax Number)
rlytle@lytleconstructioncorp.com
(grani) aldress)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Lytte Construction Corporation
(Company)
(Authorized Signature) (Representative Name, Title)
Pronald G. Lytte, President
(Printed Name and Title of Authorized Representative)
1/26/2017
(Date)
304-692-6380 /304-291-3578
Phone Number) (Fax Number)

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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   ✓ Addendum No. 2 ✓ Addendum No. 7   ✓ Addendum No. 3 ✓ Addendum No. 8   ✓ Addendum No. 4 ✓ Addendum No. 9   ✓ Addendum No. 5 ✓ Addendum No. 10
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid I firther 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
Authorized Signature
1/26/2017
Date
NOTE: This addendum acknowledgement should be submitted with the bid to expedite

document processing.

Chief Logan State Park Spray Ground

	Spray Ground	Revised: 12/29/2016
Name of Vendor:	Lytic Construction(	opoetin
Address of Vendor:	102 Bierer Ln Morgantown W 265	80
Phone Number of Vendor:	304-692-6380 304-291-3578	
WV Contractors License No.	WV 028456	

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 vendors, 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 Total Base Bid shall consist of the modifications and or replacement of the main pool basin filtration equipment and construction of a spray ground as well as other improvements at Chief Logan State Park, as detailed by the contract documents. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

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

757,461.00

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

Seven-hundred fifty-seven thousand four-hundred sixty one

### Chief Logan State Park Spray Ground

Revised: 12/29/2016

#### **Additive Alternates**

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

· · · · · · · · · · · · · · · · · · ·	Julie.		
No.	Description	Amount in Words	Amount in Figures
1	Additive Alternate #1 price shall include the replacement of the "small tipping bucket" (SF13) with the "large tipping bucket" (SF26A)	twenty-three thousand seven-hundred nihely-three	23,793
2	Additive Alternate #2 price shall include Construction of four (4) seat walls on arched portion of the spray pad. Place one "Wall Spray Jet" (SF27A) including associated piping in each seat wall as indicated on sheet SW 303. Details for the seat wall construction can be found on sheet SW 104 and C 502.	Thirtyfour thousand four-hundred eighty	34,480

#### GENERAL CONSTRUCTION SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, Parks and Recreation Section, to establish a contract for the repair of the pool filtration equipment, and construction of a spray ground facility at Chief Logan State Park, near Logan, West Virginia.

### The project consists of the following:

Modifications and or replacement of the main pool basin filtration equipment and construction of a spray ground as well as other improvements, as detailed by the contract documents.

This project was previously bid as CRFQ DNR1700000009 and opened on 10/27/2016. Bids received Agency Budgeted Amount for this project.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
  - 2.1 "Construction Services" Modifications and or replacement of the main pool basin filtration equipment and construction of a spray ground as well as other improvements at Chief Logan State Park as more fully described in these specifications, the plans and the Specifications/Project Manual.
  - 2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  - 2.4 "Specifications/Project Manual" means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
- 3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
- 4. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently Revised 7/25/2016

limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 4.1. Experience: Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible vendor meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES: If the Pricing Pages may contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
- 7. PERFORMANCE: Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
  - 7.1 The Successful Vendor, as a condition of the Contract, agrees that all Work is to be Complete One hundred eighty (180) calendar days by the Final Completion Date established by the Centralized Request for Quotation and the issuance of the Notice to Proceed. See General Conditions, Item 3.
- 8. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below. In the event that any information contained in this (or any other) Section of the Project Manual is in conflict with West Virginia State Law and/or Purchasing Division rules, policies, and procedures, the State's law, rules, policies and procedures prevail.

Vendors may obtain complete sets of the plans and specifications of the Bidding Documents by contacting:

Miller Engineering, Inc. 250 Scott Ave., Suite 3 Morgantown, WV 26508 304.291.2234 Cost of Plans: \$225

Plans and Specifications may be examined at the following locations:

#### Contractors Association of West Virginia

2114 Kanawha Boulevard East Charleston, West Virginia 25311 Phone: 304-342-1166 Fax: 304-342-1074

#### Kanawha Valley Builders Association

1627 Bigley Avenue Charleston, WV 25302 Phone: 304-342-7141 Fax: 304-343-8014

#### **Parkersburg Marietta Contractors Association**

2905 Emerson Avenue Parkersburg, WV 26104 Phone: 304-485-6485 Fax: 304-428-7622

- **8.1** Vendors shall use complete sets of Bidding Documents in preparing Bids: neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 8.2 The Owner and Architect make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- 8.3 The agency is not permitted to discuss this solicitation with vendors. All communication regarding the solicitation must be directed to the Purchasing Division until an award has been made
- 9. SUBSTITUTIONS: Any requests for substitutions must be submitted in accordance with the official question and answer period by the vendor question deadline.

9.1 Vendor's submitting substitution request must submit product brochures and product specifications during the technical question submission period and before the question deadline. Requests for approval of substitutions must be addressed to and received by the Project Manager at the Division of Natural Resources, c/o Guy Nisbet, Buyer Supervisor, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received by the Vendor question submission deadline as specified in the Instructions to Vendors Submitting Bids, Item 4 of the solicitation documents...

Substitutions of materials, products or equipment for those items specified will be considered only when a written request is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation may include, but is not limited to, the following:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product may not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufacture's original product data information.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Vendor's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Any request not including sufficient information may be considered incomplete. Incomplete requests will be rejected. The Agency has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with the purchasing division. All addenda so issued shall become part of the Contract Documents.

All references in the Project Manual, Drawings, and Plans to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, "or Equal".

- 10. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 10.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 10.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 10.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 10.5 Vendor shall inform all staff of Agency's security protocol and procedures.

#### 11. MISCELLANEOUS:

11.1 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 any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Ronald Gi. Little	
Telephone Number:	304-692-6380	
Fax Number:	304-291-3578	
Email Address:	y tie@lytleconstructioncorp.co	Ν



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

## STATE OF WEST VIRGINIA,

COUNTY OF Monongalia TO-WIT:			
I, Jennifer L. Lytte, after being first duly sworn, depose and state as follows:			
1. I am an employee of Lytle Construction Comporation and, (Company Name)  2. I do hereby attest that Lytle Construction Comporation (Company Name)			
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.			
The above statements are sworn to under the penalty of perjury.			
Printed Name: Jenni fer L. L. He Signature: Jenni fer L. L. He			
Title: VP Secretary Treasurer			
Company Name: Lyte Construction Corporation			
Date: 11917			
Taken, subscribed and sworn to before me this $18^{+}$ day of $\overline{2anuar}$ , $2017$ .			
By Commission expires October, 26,2021			
Seal)  NOTARY PUBLIC, STATE OF WEST VIRGINIA  Kurt E. Miller  102 Bierer Lane  (Notary Public)  (Notary Public)			
Morgantown, WV 26508  My Commission Expires October 28, 2021  THIS APPERAVED MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY			

THIS APPROAVEY 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 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:	٨
Vendor's Name: Lytle Construction Corpo	ration
	Date: 1 18 17
State of West Virginia	
County of Monongalia., to-wit:	
Taken, subscribed, and sworn to before me this 18th day of January	, 20 <u>17</u> .
My Commission expires October, 26 2021.	,
AFFIX SEALHEREOFFICIAL SEAL NOTARY PUBLIC	ut E. Miller
NOTARY PUBLIC, STATE OF WEST VIRGINIA	Purchasing Affidavit (Revised 08/01/2015)

102 Bierer Lene Morgantown, WV 26508 My Commission Expires October 26, 202

Agency\_WVDNSC REQ.P.O#\_DNIZ17.000.0003)

BID BOND				
KNOW ALL MEN BY THESE PRESENTS. That we the undersioned	Lytle Construction Corporation			
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned of 102 Bierer Lane, Morgantown, WV 26508	es Prindpal, and Hudson Insurance Compan			
of 100 William St., 5th Floor, New York, NY 10038	estricipal, mili Tradsorr moderation of the State of			
Delaware with its principal office in the City of New York, New Y	OFK are Supply and costing under the laws of the State of			
of West Virginia, as Obligee, in the penal sum of Five Percent The Amount C	f Did FO/			
well and truly to be made, we jointly and severally bind ourselves, our heirs, a				
the same of the sa	ministrators' axeconta' 2000622012 Elic 832(8112)			
The Condition of the above obligation is such that whereas the P	trincinal has submitted to the Thursburger Continues of			
Department of Administration a certain bid or proposal, attached herete and m				
Chief Logan State Park Ground/Pool Project	and a bart totact to eater time a confract in Multing tol			
NOW THEREFORE,				
•				
(a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter	with a contract in accordance with the hid or numberal			
alleshed hereto and shall lumish any other bonds and insurance required by t	he bid or ampossal, and shell in all other menerte norform.			
the agreement created by the acceptance of said bid, then this obligation shall full force and effect. It is expressly understood and agreed that the liability of	be null and wold, otherwise this obligation shall remain to			
event, accord the penal amount of this obligation as herein stated.	r the Screen for any and all claims hereunder shall, in no			
The Surely, for the value received, hereby stipulates and agrees that	the obligations of said Surely and its bond shall be in no			
way impalied or affected by any axionsion of the time within which the Obli- waive notice of any such extension.	ged may accept such bid, and said Surety does hereby			
WITNESS, the following signatures and soals of Principal and Surety,				
Surety, or by Principal Individually if Principal is an individual, this 26th day of	<u>January</u> , 2017			
The state of the s	Lytle Construction Corneration			
Ephnopal See:	Lytle Construction Corporation			
	(Name of Principal)			
	By Church O PATO			
The Control of the Co	(Must be President, Vice President, or U Duly Authorized Agent)			
The state of the s				
Land March	VICE PYTSident			
247	(Title)			
Simple Sadi V	Hudson Insurance Company			
Surety Soal ( )	(Namo of Surety)			
क्यांतर है है				
(武)[2][3][3][3][3][3][3][3][3][3][3][3][3][3]	/ / 5			
St. Carrier Contract				
J. 114.2	ames C. Carlins, Attorney in Fact			
IMPORTANT - Surety executing bonds must be ticensed in West Virginio	to transact surety insurance, must affix its seal, and			
must attach a power of attorney with its soal affixed.				



#### BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: 'That I PUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York; 10038, has made, constituted and appointed, and by these presents, does make; constitute and appoint

## Richard J. Taylor, James C. Carlins, Anthony P. Lekse and Roseann D. Ciamacco

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bands for any and all purposes.

Such hid hands, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto-Span authorized, on this Ird day of March at New York, New York, HUDSON INSURANCE COMPANY Dinu Ilnskalakis, Comorate Secretary Christopher T. Subrez, Executive Vice President STATE OF NEW YORK COUNTY OF NEW YORK On the 3rd day of March 20 14 before me personally came Christopher T Stratez to me known, who being by me duly sworn dal depose and say that he is an Executive Vice President of HUUSON INSURANCE COMPANY, the Campany described herein and which executed the above metrument, that he knows the seal of said Company, that the seal affixed to said instrument is the companie seal of gold Company, that it was so affixed by urder of Company, and that he signed his name thereto by like order the Board of Directors of said Con-ANN M. AGREITY (Nounal Scal) Notary Public, State of No 01MU6067553 Qualified in Nossau County Commission Expires December 10, 2017

The undersigned Dina Daskalakis hereby certifies

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by mustimens written consent of the Hoard of Directors of Hudson Insurance Company dated July 27°, 2007, and has not since been revoked, amended or modified

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretions to appoint such agent or agents, or attorneys in fact, for the purpose of carrying on this Company's sucry business, and in empower such agent or agents, or attorneys or attorneys-in-fact, to execute and deliver, under this Company's scal or attorneys, bonds obligations, and recognizances, whether made by this Company as surely discens or otherwise, informatly contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surely business, and renewals, extensions, agreements, waivers, consents or stipulations tegarding undertakings so made; and

FURTHER RESOVILED, that the signature of any such Officer of the Company and the Company's seal may be affixed by focusarile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contact of indemnity or other written obligation in the nature thereof as related thereto, such signature and seal when an used whether heretofore or hereafter, being hereby adopted by the Company as the ariginal signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually offixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the and Pamer of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Hoard of Directors, set forth in the said Power of Attorney is now in force

the undersigned and the seat of said Company the

rom Hid 8 2010 (v)

STATE OF NEW YORK COUNTY OF NEW YORK