



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 609411

Procurement Type: Central Purchase Order

Vendor ID: 000000206366

Legal Name: ASTECH CORPORATION

Alias/DBA:

Total Bid: \$144,500.00

Response Date: 08/22/2019

Response Time: 10:47

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2000000008

Published Date: 8/13/19

Close Date: 8/22/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.02- Buttress Construction

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 609411  
**Solicitation Description :** Addendum No.02- Buttress Construction  
**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-08-22 13:30:00	SR 1400 ESR08221900000001139	1

<b>VENDOR</b>
000000206366 ASTECH CORPORATION

**Solicitation Number:** CRFQ 1400 AGR2000000008

**Total Bid :** \$144,500.00      **Response Date:** 2019-08-22      **Response Time:** 10:47:17

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Buttress Construction				\$144,500.00

Comm Code	Manufacturer	Specification	Model #
70131503			

<b>Extended Description :</b>	Buttress Construction
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Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 609411

Doc Description: Buttress Construction

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-31	2019-08-16 13:30:00	CRFQ 1400 AGR2000000008	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Astech Corporation, Inc  
 3400 Falcon Drive  
 Charleston, WV  
 304-342-0545

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN #

55-0685025

DATE

8-22-2019

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for the following at the West Virginia Department of Agriculture's Food Distribution Warehouse located at 4496 Cedar Lakes Drive, Jackson County, Ripley, WV 25271 per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221		AUTHORIZED RECEIVER 304-558-0573	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES		AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM	
1900 KANAWHA BLVD E		4496 CEDAR LAKES RD	
CHARLESTON	WV25305-0173	RIPLEY	WV 25271
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Buttress Construction				\$144,500.00

Comm Code	Manufacturer	Specification	Model #
70131503			

Extended Description :  
Buttress Construction

**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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" 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.

Astech Corporation, Inc.  
Company

  
Authorized Signature

8-22-19  
Date

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

## 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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Astech Corporation, Inc

Contractor's License No.: WV- 008876

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

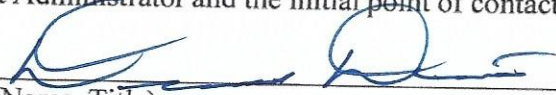
**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**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 shall 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.

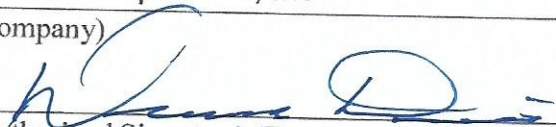
Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.



**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.

  
\_\_\_\_\_  
(Name, Title)  
**Denver Davis - President**  
\_\_\_\_\_  
(Printed Name and Title)  
**3400 Falcon Drive, Charleston, WV 25312**  
\_\_\_\_\_  
(Address)  
**304-342-0545 / 304-342-3972**  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
**astech50@hotmail.com**  
\_\_\_\_\_  
(email address)

**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.

**Astech Corporation, Inc**  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

**Denver Davis - President**  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

**8-22-2019**  
\_\_\_\_\_  
(Date)

**304-342-0545 / 304-342-3972**  
\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
BUTTRESS CONSTRUCTION  
FOOD WAREHOUSE LANDSLIDE  
WV DEPARTMENT OF AGRICULTURE  
RIPLEY, WEST VIRGINIA

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- Remove all Debris and unused materials upon completion of the job.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager and the Engineer. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. 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:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

**12.1. 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:** Denver Davis

**Telephone Number:** 304-342-0545

**Fax Number:** 304-342-3972

**Email Address:** astech50@hotmail.com

**Subcontractor List Submission (Construction Contracts Only)**

Bidder's Name:     Astech Corporation, Inc    

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

REQUEST FOR QUOTATION  
 BUTTRESS CONSTRUCTION  
 FOOD WAREHOUSE LANDSLIDE  
 WV DEPARTMENT OF AGRICULTURE  
 RIPLEY, WEST VIRGINIA

**EXHIBIT A – Pricing Page**  
**BID SHEET**  
**BUTTRESS CONSTRUCTION - REV. 0**  
**FOOD WAREHOUSE LANDSLIDE**

Astech Corporation, Inc

8-22-2019

**VENDOR**

**DATE**

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth

ITEM	DESCRIPTION	BID			
		QUANTITY	UNIT	COST/UNIT	EXTENDED PRICE (\$)
1.0	MOBILIZATION/DEMobilIZATION (10% of contract value max.)	1.0	LS	\$12,500.00	\$12,500.00
2.0	SURVEYING (5% of contract value max.)	1.0	LS	\$6,500.00	\$6,500.00
3.0	QA & QC TESTING (10% of contract value max.)	1.0	LS	\$12,000.00	\$12,000.00
4.0	CLEARING	1.0	LS	\$8,000.00	\$8,000.00
5.0	FENCE REMOVAL/REPLACEMENT	1.0	LS	\$25,000.00	\$25,000.00
6.0	ROCK FILL	200.0	CY	\$130.00	\$26,000.00
7.0	RANDOM FILL	450.0	CY	\$90.00	\$40,500.00
8.0	EROSION AND SEDIMENT CONTROL	1.0	LS	\$4,000.00	\$4,000.00
9.0	SEEDING AND MULCHING	1.0	LS	\$10,000.00	\$10,000.00

**BID PRICE**

**\$ 144,500.00**

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Astech Corporation, Inc

Authorized Signature: [Signature] Date: 8-22-2019

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22 day of August, 2019.

My Commission expires February 16th, 2024.

AFFIX SEAL HERE



OFFICIAL SEAL  
STATE OF WEST VIRGINIA  
NOTARY PUBLIC  
GERALDINE COLLINS  
3950 INDIAN CREEK ROAD  
ELKVIEW, WV 25071  
MY COMM. EXP. FEBRUARY 16, 2024

NOTARY PUBLIC

[Signature: Geraldine Collins]

Purchasing Affidavit (Revised 01/19/2018)



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:


I, Denver Davis, after being first duly sworn, depose and state as follows:

1. I am an employee of Astech Corporation, Inc; and,  
(Company Name)
2. I do hereby attest that Astech Corporation, Inc  
(Company Name)

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

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

Printed Name: Denver Davis

Signature: 

Title: President

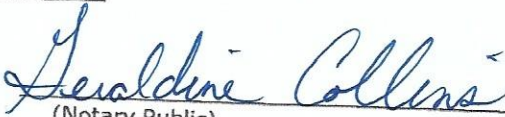
Company Name: Astech Corporation, Inc

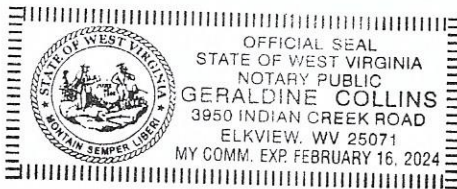
Date: 8-22-2019

Taken, subscribed and sworn to before me this 22nd day of August, 2019.

By Commission expires February 16, 2024

(Seal)

  
(Notary Public)



 **AIA**® Document A310™ – 2010

**Bid Bond** Bond # 48002

**CONTRACTOR:**

*(Name, legal status and address)*

Astech Corporation  
3400 Falcon Drive  
Charleston, WV 25312

**SURETY:**

*(Name, legal status and principal place of business)*

American Southern Insurance Company  
7512 Slate Ridge Blvd.  
Reynoldsburg, OH 43068

**OWNER:**

*(Name, legal status and address)*

Agriculture Department of Administration Services  
1900 Kanawha Blvd. East  
Charleston, WV 25311

**BOND AMOUNT:** Five Percent of Amount Bid Not to Exceed Five Thousand Eight Hundred and No/100 Dollars (\$5,800.00)

**PROJECT:**

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

Stone, Dirt Buttress Construction  
Cedar Lakes Rd., Ripley, WV

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

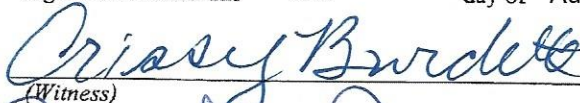


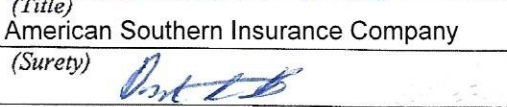

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 16th day of August, 2019.

 <i>(Witness)</i>	Astech Corporation <i>(Principal)</i>	 <i>(Seal)</i>
 <i>(Witness)</i>	American Southern Insurance Company <i>(Surety)</i>	 <i>(Seal)</i>
	 <i>(Title)</i>	David R. Brett, Attorney-in-Fact

Init.

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

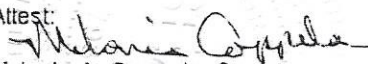
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 4<sup>th</sup> day of January, 2019.

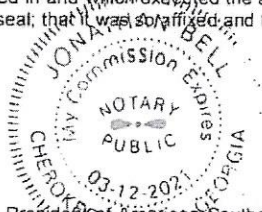
Attest:  
  
Melonie A. Coppola, Secretary

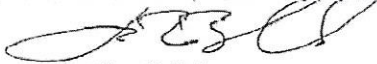
By:   
Scott G. Thompson, President

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 4<sup>th</sup> day of January, 2019, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed, and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

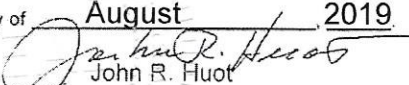


  
Jonathan R. Bell  
Notary Public, State of Georgia  
Qualified in Cherokee County  
Commission Expires March 12, 2021

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 16<sup>th</sup> day of August, 2019

Power No. 48002

  
John R. Huot  
Vice President



American Southern Insurance Company  
 NAIC Company Code 10235  
 NAIC Group Code 587

Statutory Financial Statement


As of December 31, 2018

ASSETS		LIABILITIES	
Bonds	\$77,915,107	Reserve for Losses and Loss Expense	\$42,926,070
Stocks	17,623,558	Reserve for Unearned Premiums	19,780,761
Cash & Cash Equivalents	4,644,381	Reserve for Expenses, Taxes, Licenses and Fees	5,789,393
Agents Balances	10,649,048	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	5,109,112	Other Liabilities	3,705,270
		Total Liabilities	<u>\$72,474,697</u>
		POLICYHOLDERS'S SUPLUS	
		Capital Stock	3,000,000
		Surplus	40,466,509
		Total Policy holders' Surplus	<u>43,466,509</u>
Total Assets	<u>\$115,941,206</u>	Total Liabilities and Policyholders' Surplus	<u>\$115,941,206</u>

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

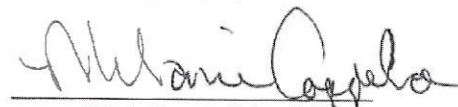
The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

  
 President

  
 Chief Financial Officer

State of Georgia  
 County of Fulton

On the 27th day of February 2019, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.

  
 Melonie Coppola, Notary Public  
 My Commission Expires, May 17, 2022

