



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

**Solicitation**

NUMBER
DEFK14021

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Wolf Creek Contracting Company, LLC.  
 405 Watertown Road  
 Waterford, OH 45786

SHIP TO

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED
12/23/2013

BID OPENING DATE: 01/21/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NEW MAINTENANCE FACILITY AT THE WV NATIONAL GUARD - PROPERTY ADJACENT TO THE SOCCER COMPLEX IN COONSKIN PARK, CHARLESTON, WV, PER THE ATTACHED SPECIFICATIONS.  ATTACHMENTS INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY) 4. DEFK14021 SPECIFICATIONS AND DRAWINGS 5. CERTIFICATION AND SIGNATURE PAGE 6. PURCHASING AFFIDAVIT 7. DRUG-FREE WORKPLACE AFFIDAVIT 8. BID BOND INSTRUCTIONS AND FORM 9. WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM  ***** THIS IS THE END OF RFQ DEFK14021 ***** TOTAL:						
						\$ 800,000.00

02/19/14 01:23:01PM  
 West Virginia Purchasing Division

SIGNATURE 	TELEPHONE (740) 749-3459	DATE February 11, 2014
TITLE Howard B. Offenberger, Jr. - Vice President	FEIN 26-3715560	ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-42		
<p>*****            PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 01/07/2014 AT 10:00 AM AT THE CFMO CONFERENCE ROOM LOCATED AT THE WV ARMY NATIONAL GUARD 1703 COONSKIN DRIVE CHARLESTON, WV 25311.            *****            PLEASE NOTE: THE DRUG-FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION.            *****            CONTRACT DOCUMENTS MAY BE OBTAINED AT THE OFFICES OF            MICHAEL BAKER JR., INC.            5088 WASHINGTON STREET, WEST            SECOND FLOOR            CHARLESTON, WV 25313            PHONE: 304-769-0821            A NON-REFUNDABLE PAYMENT OF \$175.00 IS REQUIRED FOR EACH SET OF DOCUMENTS.            *****</p>						
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV NATIONAL GUARD, DIVISION OF ENGINEERING AND FACILITIES, IS SOLICITING BIDS TO CONSTRUCT A</p>						

SIGNATURE 	TELEPHONE (740) 749-3459	DATE February 11, 2014
TITLE Howard B. Offenberger, Jr. - Vice President	FEIN 26-3715560	ADDRESS CHANGES TO BE NOTED ABOVE

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

Proposal Form

West Virginia Army National Guard  
Coonskin Park Maintenance Facility

1.1 NAME OF BIDDER: Wolf Creek Contracting Company, LLC.

A. The undersigned, hereinafter called Bidder, 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 for the sum of:

1.2 BASE BID

A. Total Project Cost: (In words and numbers)

Eight Hundred Thousand Dollars & 00 cents  
(\$ 800,000.00)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

1.3 UNIT PRICES

“Definition: A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the Bidding Documents. Unit Prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract”

<u>NUMBER</u>	<u>DESCRIPTION</u>
Unit Price No. 1:	Removal of unsatisfactory soil and replacement with satisfactory soil material \$ <u>60.00</u> Per Cubic Yard
Unit Price No. 2:	Rock excavation and replacement with satisfactory soil material. \$ <u>140.00</u> Per Square Foot

**Coonskin Park Maintenance Facility**

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within the specified time period following issuance of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount specified in the Contract Documents.

No work shall be performed prior to issuance of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

1.4 SIGNATURE OF BIDDER

Name of Firm: Wolf Creek Contracting Company, LLC.

Address: 405 Watertown Road

City/ State/ Zip Waterford, OH 45786

Phone No. (740 ) 749-3459

Fax No. (740 ) 749-3500

By: Howard B. Offenberger, Jr - Vice President

Signature:   
(In colored Ink)

Signed and Sealed this 11 day of February, ~~2011~~ 2014

(Seal)

1.5 CONTRACTOR'S LICENSE

West Virginia Contractor's License No. WV046042

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:**

Vendor's Name: Wolf Creek Contracting Company, LLC.

Authorized Signature: [Signature] Date: February 11, 2014  
Howard B. Offenberger, Jr. - Vice President

State of Ohio

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 11<sup>th</sup> day of February, 2014.

My Commission expires Feb. 20, 2016.

AFFIX SEAL HERE



ELISHA D. BARNES  
Notary Public, State of Ohio  
My Commission Expires Feb. 20, 2016

NOTARY PUBLIC

[Signature]

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

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

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

**Contractor's Name:** Wolf Creek contracting Company, LLC.

**Contractor's License No.** WV 046042

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

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

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

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

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



**CERTIFICATION AND SIGNATURE PAGE**

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

Wolf Creek Contracting Company, LLC

(Company)



(Authorized Signature)

Howard B. Offenberger, Jr. - Vice President

(Representative Name, Title)

740-749-5818

(Phone Number)

(740) 749-6517

(Fax Number)

February 11, 2014

(Date)



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

**STATE OF WEST VIRGINIA**, Ohio

**COUNTY OF** Washington, **TO-WIT:**

I, Howard B. Offenberger, Jr., after being first duly sworn, depose and state as follows:

1. I am an employee of Wolf Creek Contracting Co. LLC.; and,  
(Company Name)
2. I do hereby attest that Wolf Creek Contracting Co. LLC.  
(Company Name)

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

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

By: [Signature]

Title: Howard B. Offenberger, Jr.

Company Name: Wolf Creek Contracting Co. LLC.

Date: February 11, 2014

Taken, subscribed and sworn to before me this 11 day of February, 2014.

By Commission expires February 20, 2016

(Seal)



ELISHA D. BARNES  
Notary Public, State of Ohio  
My Commission Expires Feb. 20, 2016

[Signature]  
(Notary Public)

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

1.6 ADDENDA

A. The undersigned acknowledges receipt of the following Addenda covering revisions to the Drawings, Specification and Bidding Documents. The cost, if any, of such revisions is included in the prices quoted.

Addendum No.	<u>01</u>	, Dated	<u>1/6/14</u>
Addendum No.	<u>02</u>	, Dated	<u>1/24/14</u>
Addendum No.	<u>03</u>	, Dated	<u>2/3/14</u>
Addendum No.	<u>04</u>	, Dated	<u>2/10/14</u>
Addendum No.	_____	, Dated	_____
Addendum No.	_____	, Dated	_____

END OF PROPOSAL FORM

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEFK14021**

**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 checked="" type="checkbox"/> ] Addendum No. 3 | <input type="checkbox"/> ] Addendum No. 8  |
| <input checked="" 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 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.

\_\_\_\_\_  
 Wolf Creek Contracting Company, LLC.  
 Company

  
 \_\_\_\_\_  
 Authorized Signature  
 Howard B. Offenberger, Jr.-Vice President

February 11, 2014  
 \_\_\_\_\_  
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

**Number:** WV046042

**Classification:**  
GENERAL BUILDING

WOLF CREEK CONTRACTING CO LLC  
DBA WOLF CREEK CONTRACTING  
405 WATERTOWN ROAD  
WATERFORD, OH 45786

**Date Issued**

OCTOBER 13, 2012

**Expiration Date**

OCTOBER 13, 2013

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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.

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wolf Creek Contracting LLC  
of 405 Watertown Rd Waterford OH, as Principal, and SureTec Insurance Company  
of 1330 Post Oak Boulevard Ste 1100, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of Houston TX, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five (5%) Percent of Amount Bid (\*\*5%\*\*) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Coonskin Park Maintenance Facility

**NOW THEREFORE,**

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

6 day of February, 2014.

Principal Corporate Seal

Wolf Creek Contracting LLC  
(Name of Principal)

By [Signature]  
(Must be President or  
Vice President)

Vice President  
(Title)

Surety Corporate Seal

SureTec Insurance Company  
(Name of Surety)

[Signature]

John L Cramer Attorney in Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melanie Airington, John L. Cramer, Linda Folger, Arlinda Garner,  
Heidi M. O'Connor, Diane B. Racey, Dan Sanderson, Lisa R. Scott, Kurt Sokolowski

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)*

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

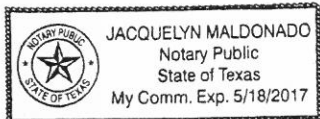


**SURETEC INSURANCE COMPANY**

By:   
John Knox Jr., President

State of Texas                      ss:  
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



**Jacquelyn Maldonado, Notary Public**  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6 day of February, 2014, A.D.

**M. Brent Beaty, Assistant Secretary**

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.