

BID FORM

Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project Haywood County

McGill Project No. 18.00162

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

**David Francis - Haywood County
Historic Court Room at
215 North Main Street
Waynesville, North Carolina 28746
Re: Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
1	05/31/2019
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying

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1	05/31/2019
_____	_____
_____	_____
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E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying

the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID - *See Attached Bid Schedule*

Unit Prices have been computed in accordance with Paragraph 11.03.B of the Modified General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BID SCHEDULE

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
Section 1 - Earthwork					
1	Mobilization/General Requirements	LS	1		13,521.00
2	Earthwork	CY	33500	7.67	257,000.00
3	Additional 15,000 CY Earthwork	CY	15000	6.00	90,000.00
4	Erosion Control Cash Allowance	LS	1	\$10,000.00	\$10,000.00
Section 2 - Dennis Farm Site					
5	Clearing and Grubbing	LS	1	2,000.00	2,000.00
6	Erosion Control Measures	LS	1	3,000.00	3,000.00
6a	Rock Excavation	CY	200	100.00	20,000.00
7	SC250 Slope Matting	SY	5650	2.00	11,300.00
8	Seeding	LS	1	3,000.00	3,000.00
Section 3 - Jonathan Creek Site					
9	Clearing and Grubbing	LS	1	2,000.00	2,000.00
10	Demolition	LS	1	2,000.00	2,000.00
11	Erosion Control Measures	LS	1	2,000.00	2,000.00
12	Undercut Excavation, Remain Onsite	CY	1500	6.00	9,000.00
13	Select Backfill	CY	750	18.00	13,500.00
14	Washed Stone for Base Stabilization	TON	1215	34.50	41,917.50
15	Geogrid for Base Stabilization	SY	2250	4.00	9,000.00
16	Seeding	LS	1	5,000.00	5,000.00
TOTAL BID PRICE					474,238.50

ARTICLE 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 110 calendar days after the date when the Contract Times commence to run.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified check, money order, or Bid Bond.
 - B. Completed Bid Schedule
 - C. E-Verify Affidavit
 - D. Iran Divestment Certification

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: K and T Construction Company RLLP (SEAL)

By: Tammy J. Goodson
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): Tammy J Goodson

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in *North Carolina* is ____ / ____ / ____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 2015.

State Contractor License No. _____

Iran Divestment Act Certification Form

Bid/RFP/RFQ Number: 6343120

Contract Number: 18.00162

Name of Vendor, Bidder or Contractor: K and T Construction Company RLLP

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor, bidder or contractor listed above hereby certifies that he/she/it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4.

Additionally, the vendor, bidder or contractor acknowledges and certifies that subcontractors utilized for this contract or purchase shall not be on the aforementioned Final Divestment List pursuant to N.C. G.S 143C-6A-5(b).

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statements.

Tammy J Goodson

June 05, 2019

Signature

Date

Tammy J Goodson

General Partner

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY, INC.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED K & T Construction Co Rllp
 NAME AND 1065 Upper Pig Pen Rd
 ADDRESS Green Mountain, NC 28740

CERTIFICATE Haywood County
 HOLDER 215 North Main St
 Waynesville, NC 28746

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

X	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY - OCCURRENCE GEN'L AGGREGATE APPLIES PER POLICY		GL 0522764	5/25/2019	5/25/2020	GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OPS AGGREGATE	\$0
						PERSONAL & ADV INJURY	\$1,000,000
						EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
<input type="checkbox"/>	BUSINESSOWNERS					EACH OCCURRENCE	\$
						AGGREGATE	\$
	AUTOMOBILE LIABILITY		BAP 2178671			COMBINED SINGLE LIMIT (Each accident)	\$1,000,000
<input checked="" type="checkbox"/>	SCHEDULED AUTOS			2/14/2019	8/14/2019	BODILY INJURY (Per person)	\$
<input checked="" type="checkbox"/>	HIRED AUTOS					BODILY INJURY (Per accident)	\$
<input checked="" type="checkbox"/>	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>	GARAGE LIABILITY						
<input type="checkbox"/>	(Other)						
<input checked="" type="checkbox"/>	EXCESS LIABILITY - OCCURRENCE		UP 7679335	2/14/2019	2/14/2020	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC	N/A	WC 0255471	8/25/2018	8/25/2019	WC STATUTORY LIMITS	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
<input checked="" type="checkbox"/>	OTHER: Re Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow area project						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE June 4 2019

Theresa Veyode

ATTACH INSURANCE CERTIFICATES HERE

HAYWOOD COUNTY
E-VERIFY AFFIDAVIT

STATE OF North Carolina
COUNTY OF Yancey

I, Tammy J Goodson (the individual attesting below), being duly authorized by and on behalf of
K and T Construction Company RLLP (the entity doing business with Haywood County hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES , or
 - b. NO
4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with the Haywood County, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5th day of June, 2019.

Tammy J Goodson

Signature of Affiant

Title: General Partner

State of NC

County of Mitchell

Signed and sworn to (or affirmed) before me, this the 5

day of June, 2019.

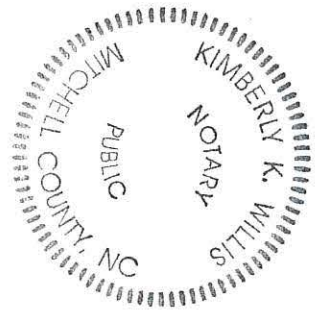
Kimberly K Willis

Notary Public

Print Name: Kimberly K Willis

My Commission Expires: 09.29.22

(Affix Official/Notarial Seal)



Notice of Award

Date: _____

Project: Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project

Owner: Haywood County

Owner's Contract No.:

Contract:

Engineer's Project No.: 18.00162

Bidder: K and T construction Company RLLP

Bidder's Address:

1065 Upper Pig Pen Road

Green Mountain NC 28740

You are notified that your Bid dated June 6, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

The Contract Price of your Contract is _____ Dollars (\$_____).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] and other documents as specified.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____

Authorized Signature

Title

ACCEPTED
Kand T Construction Company RLLP

Contractor

By: _____

Authorized Signature
General Partner

Title

BID BOND

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

BIDDER (Name and Address):

K and T Construction Company RLLP
1065 Upper Pig Pen Road
Green Mountain

SURETY (Name, and Address of Principal Place of Business):

SureTec Insurance Company
2100 CityWest Boulevard Suite 1300
Houston TX 77042

OWNER (Name and Address):

David Francis
Haywood County
215 North Main Street
Waynesville, North Carolina 28746

BID

Bid Due Date: June 6, 2019

Description: Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project

BOND

Bond Number: N/A

Date: 6/6/19

Penal sum Five (5%) Percent of Amount Bid \$ **5%**
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

K and T Construction Company RLLP (Seal)

SureTec Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: Tammy Goodson
Signature

By: Heidi M O'Connor
Signature (Attach Power of Attorney)

Tammy J. Goodson
Print Name

Heidi M O'Connor
Print Name

Title

Attorney in Fact
Title

Attest: Kimberly K Willes
Signature

Attest: Kimberly K Willes
Signature

Title

Title

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, Heidi M. O'Connor, Dan Sanderson,
Lisa R. Scotto, Kurt Sokolowski, Diane A. Hobbs, Lori F. Hamlet

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, providing the bond penalty does not exceed

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 CEO, 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 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 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 2nd day of August, A.D. 2018.

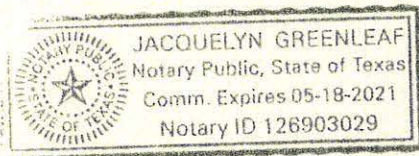
SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., CEO



State of Texas ss:
County of Harris

On this 2nd day of August, A.D. 2018 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 CEO 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 Greenleaf, Notary Public
My commission expires May 18, 2021

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 June, 2019, 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 8:30 am and 5:00 pm CST.