

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the twentieth day of March in the year two thousand fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Jonesboro
300 S. Church Street
Jonesboro, Arkansas 72401

and the Contractor:
(Name, legal status, address and other information)

Bailey Contractors, Inc.
3101 Dan Avenue
Jonesboro, Arkansas 72401

for the following Project:
(Name, location and detailed description)

JETS Regional Multimodal Transfer Center
A/E Project No. 2012-155

The Architect:
(Name, legal status, address and other information)

Cromwell Architects Engineers, Inc.
101 S. Spring Street, Little Rock, Arkansas 72201

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| The date of commencement shall be fixed in a Notice to Proceed issued by the Architect Engineer.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| None

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

| *(Table deleted)*

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Substantially Complete no later than October 1, 2015,
, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

\$100 dollars per calendar day for each day of delay until the Work is Substantially Complete.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Thirty Six Thousand Eight Hundred and No/100 Dollars (\$ 1,136,800.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid Proposal	\$1,136,800.00
OSHA Compliance	\$500.00 (included in above base bid)
TOTAL CONTRACT AMOUNT	\$1,136,800.00

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

None

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
1. Security System	\$5,000.00
2. Inspecting and Testing	\$20,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the twenty fifth (25th) day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth (25th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the tenth (10th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

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substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5% %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of zero percent (0 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Reference Section 007200 General Conditions of the Project Manual

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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User Notes:

(909342519)

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

None

§ 8.3 The Owner's representative:
(Name, address and other information)

Mayor Harold Perrin
City of Jonesboro
300 S. Church Street
Jonesboro, Arkansas 72401

§ 8.4 The Contractor's representative:
(Name, address and other information)

Kevin Bailey
Bailey Contractors, Inc.
3101 Dan Avenue
Jonesboro, Arkansas 72401

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

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User Notes:

(909342519)

There shall be a regular weekly meeting between the Architect and the City to discuss project progress.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
007300	Supplementary Conditions	February 16, 2015	1

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit A, Table of Contents
(Table deleted)

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit B, Index of Drawings
(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	March 5, 2015	40

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

See Exhibit C, Contractor’s Bid Proposal dated March 12, 2015

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount
Reference Section 007300 Supplementary Conditions of the Project Manual	

Init.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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AIA Document A102-2007,
paragraph 9.1.4

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- 00 31 00 - Available Project Information
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JETS Regional Multimodal Transfer Center

Exhibit B, reference
AIA Document A101-
2007, paragraph 9.1.5

A/E Project 2012-155

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February 16, 2015

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SECTION 00 41 00
BID PROPOSAL FORM

Exhibit C, reference
AIA Document A101-2007,
paragraph 9.1.7

FROM: BAILEY CONTRACTORS INC
3101 DAN AVE.
JONESBORO, AR. 72401

Contractor License No. 0180240415 (hereinafter called "Bidder")

TO: City of Jonesboro (hereinafter called "Owner")
Jonesboro, Arkansas

RE: JETS Regional Multimodal Transfer Center
Jonesboro, Arkansas
Architect Engineer Project No. 2012-155

The Undersigned, having received and examined the Project Manual and the Drawings for the above-referenced Project proposes to furnish all labor, materials, equipment, supervision and all associated and related items required for the Work, as required by and in strict accordance with the above-named documents for the following sum:

1.1 BASE PROPOSAL

Bidder agrees to perform all of the Work necessary to complete the Total Project as described in the Project Manual and indicated on the Drawings for the sum of:

ONE MILLION ONE HUNDRED THIRTY SIX THOUSAND
EIGHT HUNDRED DOLLARS AND NO/100. \$ 1,136,800.00

(Amount shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.)

In conformance with Arkansas Act 291 of 1993 (Arkansas Statutes § 22-9-212 et seq.) included in the above base proposal is the following line item amount (exclusive of prime bidder's overhead and profit which is in the base bid) for the costs of compliance with requirements of OSHA "Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P:"

FIVE HUNDRED DOLLARS \$ 500.00

(If trenching and excavation is not required indicate the amount of \$0.00.)

1.2 ALTERNATE PROPOSALS (Alternates referred to by title here are described in Section 012300 ALTERNATES.)

Bidder agrees to perform all of the Work necessary to complete the Alternate(s) as described in the Project Manual and indicated on the Drawings for the following amount(s). Bidder understands that the Owner reserves the right to accept or reject Alternate Proposals. Alternates, if accepted, will be taken in order listed.

ALTERNATE No. 1; Reduce Paving Area, as indicated on drawings:

DEDUCT: NINE THOUSAND FIVE HUNDRED DOLLARS
- \$ 9,500.00

ALTERNATE No. 2; City Performed Site Work, as indicated on drawings:

DEDUCT: EIGHTY THOUSAND DOLLARS - \$ 80000.00

1.3 ADDENDA

The Undersigned has received and examined the following Addenda numbered ONE, and has incorporated the provisions in this Bid.

If no Addenda have been issued, write in "NONE"

1.4 FURTHER CONDITIONS

The Undersigned, by submitting this Bid, further agrees:

- A. That this Bid shall be valid and may not be withdrawn within 30 days after the scheduled closing time for receiving bids.
- B. To accept the provisions of the "INSTRUCTIONS TO BIDDERS."
- C. To enter into and execute a Contract, if awarded on the basis of this Proposal.
- D. To furnish the Performance Bond and Labor and Material Payment Bond in accordance with the General Conditions of the Contract.
- E. To accomplish the Work in accordance with the Contract Documents, of which this Proposal is made a part.
- F. To accomplish the Work, including products, equipment, and systems; complete and functional; ready for operation.
- G. To allow any Federal, State or Local inspector, acting in their official capacity, access to the project site.
- H. That Bidder or subcontractors will not employ or contract with any illegal immigrants. Arkansas Code Annotated § 19-11-105 Bidders shall certify online at: www.ark.org/dfa/immigrant/index/php/user/login.
- I. That Bidder has included all costs for complying with requirements for paying prevailing wages as determined by Davis-Bacon Act.
- J. That failure of the Bidder to include the signed certification for Buy America would render their bid non-responsive and no longer in consideration for an award.
- K. Upon receipt of a Notice to Proceed to perform the designated Work expeditiously and with adequate forces to completion no later than October 1, 2015, including anticipated weather delay days.
- L. That the Owner will suffer financial damage if the Project is not Substantially Complete on the date mutually agreed upon as set forth in the Contract Documents. The Undersigned shall pay to the Owner the sum indicted below as fixed, agreed, and liquidated damages:

\$ 100 per calendar day for each day of delay until the Work is Substantially Complete.
- M. To coordinate and schedule all Work with Owner.

- N. That it is understood that the Owner may reject any or all bids and waive any informalities or irregularities.

1.5 SUBCONTRACTORS

In accordance with Arkansas Statutes, §§ 22-9-204, et seq, of the State of Arkansas, I (We) submit the names of the following subcontractors, we propose to use, and their State Contractor License Nos.

- | | <u>Name</u> | <u>No.</u> |
|----|--|--------------------|
| A. | MECHANICAL WORK - HVAC (indicative of heating, air conditioning, and ventilating)
<u>RGB SHEET METAL</u> | <u>0009621215</u> |
| B. | PLUMBING WORK
<u>ADAMS & COOPER PLUMBING Co INC</u> | <u>00106620315</u> |
| C. | ELECTRICAL WORK (indicative of wiring and illuminating fixtures)
<u>WILKINS ELECTRIC, LLC</u> | <u>0209480415</u> |
| D. | ROOFING & SHEET METAL (indicative of roofing application)
<u>ARCHITECTURAL ROOFING & CONSTRUCTION</u> | <u>0325810215</u> |
- (Indicate "NONE" if subcontractor not required for this project. Include Prime Bidder's name and license number if Prime Bidder is doing this work itself and the Prime Bidder's contractor license is qualified for this specialty.)*

1.6 ATTACHMENTS

Enclosed with this bid proposal are the following:

- Signed certification for Buy America
- Bid Security
- Power of Attorney for Bid Bond for the Bid Security

Respectfully submitted:

Name of Firm: BAILEY CONTRACTORS INC

By: Kevin Bailey Date: 3/12/15

Title: President Contractor License No. 0180240415

Business Address: 3101 DAN AVE.
JONESBORO, AR. 72401

Telephone Number: 870 933-9612

END OF SECTION

2. **Buy America Requirements**
49 U.S.C. 5323(j)
49 CFR Part 661

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 3/12/15

Signature Kevin Bailey

Company Name BAILEY CONTRACTORS INC

Title PRESIDENT

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Bailey Contractors, Inc., 3101 Dan Avenue, Jonesboro, AR 72401

as Principal, hereinafter called the Principal, and **SureTec Insurance Company**

a corporation duly organized under the laws of the State of **Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 300 S. Church, Jonesboro, AR 72401**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**


Dollars(\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **JETS Regional Multimodal Transfer Center.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.


Signed and sealed **12th** day of **March, 2015.**



(Witness)




Jan Melton
(Witness)

Bailey Contractors, Inc.


(Principal) (Seal)
President

(Title)
SureTec Insurance Company

(Surety) (Seal)


(Title)
Richard H. Whitley, Attorney-in-fact



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

Michael A. McDaniel, Richard H. Whitley, James S. Brown

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 12/31/16 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 20th 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.

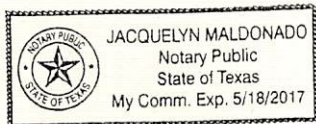
SURETEC INSURANCE COMPANY

By: [Signature]
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.



[Signature]
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 12 day of March, 2015, A.D.

[Signature]
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.