



PROPOSAL AND CONTRACT FOR EQUIPMENT AND/OR MATERIALS ONLY \*

INSTRUCTIONS ON PAGE 3

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS. CONTRACT #2 LIQUID ASPHALTS (Spring 2017)

- 1. All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of April 12, 2017 ." DATE

BEAVER COUNTY REGIONAL COG MUNICIPALITY (NAME & TYPE)

Sealed Proposals will be received on or before 11:45 AM , on the above Letting Date. TIME

SECRETARY

928 Pennsylvania Avenue

Monaca, PA 15061

ADDRESS

Bids will be opened and read at approximately 12:00 PM , on the above Letting Date. TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 2. Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices (Attachment 1) in accordance with the current PennDOT Specifications (Pub. 408), except bidders need not be prequalified by PennDOT (Sec. 102.01). It is understood that: (1) Bituminous materials will be purchased weight or converted gallons at 60 F. (2) Supplier must furnish Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIX CERTIFICATION. (3) The Municipality reserves the right to make an award on the basis of quotations received for any item or on the basis of the aggregate total for all like items on which quotations are received.

- 3. Contract shall expire

March 31, 2018 (DATE)

B. CONTRACTOR'S CERTIFICATION

Proposal of

SUIT-KOTE CORPORATION

(NAME OF CONTRACTOR)

797 CARLTON DRIVE, BENTLEYVILLE, PA 15314

724.669.2008

(ADDRESS)

(PHONE NUMBER)

- 1. It is hereby certified as follows:

- a. The only person (s) having an interest in this proposal is (are) [include owners of leased equipment]:

SUIT-KOTE CORPORATION

- b. None of the above persons are employes of the municipality.

- c. This proposal is made without collusion with any other person, firm or corporation.

- d. All specifications referred to above have been examined by the suppliers. The supplier understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).

- 2. Accompanying this proposal is a certified check or bid bond in the amount of \$ 1,000.00 made payable to the Beaver County Regional Councils of Governemments, as a proposal guarantee which, it is understood, will be forfeited in case the supplier fails to comply with the requirements of the proposal.

- 3. Name(s) of source(s) of supply of bituminous materials.

SUIT-KOTE CORPORATION

\* For Contract Projects, use MS-944.

- 4. The supplier will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled and, when required by law, not less than the applicable prevailing wage.
- 5. The supplier will provide the Beaver County Regional Councils of Governments with a performance bond, conditioned upon the faithful performance of the contract.

**WITNESS OR ATTESTED BY:**

Jamie Sesar  
 TITLE: JAMIE SESAR, ADMINISTRATIVE ASSISTANT

SUIT-KOTE CORPORATION  
 SUPPLIER  
 BY: Kelly Puskarich  
 TITLE: KELLY PUSKARICH, SALES REPRESENTATIVE

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**TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED**

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**ACCEPTED ON:**

**ATTESTED BY:**

DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

(SEAL)

TITLE: \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT:

TITLE: \_\_\_\_\_

\$ \_\_\_\_\_

ITEMS INCLUDED IN CONTRACT:

## SCHEDULE OF PRICES FOR EQUIPMENT AND / OR MATERIALS

Our stockpile is located at: \_\_\_\_\_

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### PROPOSAL AND CONTRACT INSTRUCTONS

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
3. Bid bonds may be waived by municipality by crossing it out on Proposal Form 963.
4. Part A of page 1 is to be completed by the municipality. Part B of page 1 is to be completed by the supplier. Schedule of Prices - under equipment section the municipality must complete description, delivery date, delivery site, and check appropriate block (s) for outright purchase or rental with purchase option. Under material section all like materials must be listed together and space provided for a total of all like materials. **EXAMPLE:** All classes of concrete, all sizes of concrete pipe, all sizes corrugated metal pipe, all asphalt materials, etc. Columns 1, 2, 3, 4, and 5 (be sure to include delivery date) must be filled in by the municipality to insure equitable bidding. All of Columns 6, A, 7, B, 8, and C must be filled in by the supplier, unless otherwise indicated. ( Unit Price delivered as directed does not apply to bituminous pavements. Use form MS-944.) If more space is needed, add note at the bottom of the page: " Continued on Attachment 1 - A" and add additional sheet designated as Attachment 1 - A, 1-b, etc. Repeat note for each additional sheet required. Municipality may eliminate one or two pairs of Columns 6 through C, if no bids are desired under one or two of the options.
5. Performance bonds are provided only by the successful bidder. Bond must be in 50% of contract amount.
6. Where Materials for a Wearing Surface Treatment are part of the contract Average Daily Traffic ( ADT ) Count must be included in the description.
7. Contractor awarded the bid shall receive an approved copy of the contract.
8. Form MS-963 is not to be used for purchasing bituminous or other pavements in place. **IF ALTERNATE BIDS MUST BE SECURED, BOTH MS-963 AND MS-944 MUST BE USED.**
9. This form is **PRIMARILY** for use when work is performed by Local Forces.
10. An **ESCALATOR CLAUSE** is optional; however, it must be included in the proposal prepared by the Municipality. An escalator clause **MAY NOT** be inserted by the contractor.

**CONTRACT 2: LIQUID ASPHALTS (GALLONS)**

DELIVERED AND APPLIED

MUNICIPALITY	E-1 PRIME	MC 70 ROAD OIL	AET (TACK COAT)	J-1 CRACK FILLER	CRS-2 (E-3 EMULSION)	CRS-2PM (E-3M EMULSION)	CMS-2 (E-5 EMULSION)	L.B.M. (FB-MODIFIED, FB-3)
Big Beaver Borough					23000			
Brighton Twp	5000	5000			30000	5000		
Chippewa Twp	500				10000	15000		
Darlington Twp	8000				60000			
Economy Borough					40000			
Franklin Twp		3000			30000			
Greene Twp					30000			
Hanover Twp		7000			80000			
New Sewickley Twp								
Ohioville Borough	10000				70400			
Potter Twp					12500			
Raccoon Twp					10000			
Rochester Twp		300	30					
South Beaver Twp	15000				34000			
<b>COG TOTAL</b>	<b>38500</b>	<b>15300</b>	<b>30</b>		<b>429900</b>	<b>20000</b>		

MS-983 Attachment # 1  
**SCHEDULE OF PRICES - MATERIALS**  
 Contract #2 LIQUID ASPHALTS (Spring 2017)

BIDDER NAME: **SUIT-KOTE CORPORATION**

1	2	3*	4**	5	6	A	7	B	8***	C
ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	REMARKS AND / OR DELIVERY DATES	UNIT PRICE FOB PLANT	TOTAL (2 x 6)	UNIT PRICE DELIVERED AT JOB SITE	TOTAL (2 x 7)	UNIT PRICE DELIVERED AS DIRECTED	TOTAL (2 x 8)
1.	38,500	GAL	E-1 Prime	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$1.388	\$53438
2.	15,300	GAL	MC 70 (Road Oil)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$2.276	\$34822.80
3.	30	GAL	AE-T Tack Coat (Formerly AE-T)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX		
4.	0	GAL	J-1 Crack Filler	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX		
5.	429,900	GAL	CRS-2 (Formerly E-3)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$1.41	\$606159
6.	20,000	GAL	CRS-2PM (Formerly E-3M)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$1.55	\$31000
7.	0	GAL	CMS-2 (Formerly E-5)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX		
8.	0	GAL	L.B.M. (FB- Modified, FB-3)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX		
*****	All items must meet PennDOT Specifications Form 408, Latest Edition									

\* Gallons - Tons - Feet - €  
 \*\* Includes Class - Size - Diameter  
 \*\*\* For Bituminous or other Pavements in Place, Use Form 944  
 ALL COLUMNS MUST BE COMPLETED UNLESS OTHERWISE INDICATED.

USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st AND OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.

**PERFORMANCE BOND  
(With Corporate Surety)**

**Attachment # 2**

**KNOW ALL MEN BY THESE PRESENTS, That we,** \_\_\_\_\_

as Principal and \_\_\_\_\_

a corporation incorporated under the laws of the State of \_\_\_\_\_

as Surety, are held and firmly bound unto \_\_\_\_\_

in the full and just sum of \_\_\_\_\_

( \$ \_\_\_\_\_ ) dollars lawful money of the United States of America, to be paid to the above

Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth,

**NOW, THEREFORE**, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval to the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

**IN WITNESS WHEREOF**, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on \_\_\_\_\_

( DATE OF BOND )



**Attest / Witness**

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

**BY**

\_\_\_\_\_  
TITLE:



**Attest / Witness**

\_\_\_\_\_  
SURETY COMPANY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE:

ANTI-COLLUSION AFFIDAVIT



County BEAVER

Municipality Multiple - Beaver County Regional COG

Project Number \_\_\_\_\_

State of PENNSYLVANIA

Fed. Project No. \_\_\_\_\_  
( If Applicable )

County of WASHINGTON

The undersigned deponent deposes and says that he is the Sales Representative

of the Suit-Kote Corporation Company; that he is authorized to make this affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications, Publication 408, as amended and that the said company has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
Suit-Kote Corporation  
(Contractor)

BY

Kelly Puskarich  
Kelly Puskarich, Sales Representative

Sworn to and subscribed before me the undersigned notary public this

12th day of April, 2017.

Jamie Sesar  
Notary Public

My Commission expires \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Jamie Sesar, Notary Public  
Somerset Twp., Washington County  
My Commission Expires Feb. 17, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 04/12/2017

Business or Organization Name (Employer) Suit-Kote Corporation  
Address 797 Carlton Drive  
City Bentleyville State PA Zip Code 15314

Contractor  Subcontractor (check one)

Contracting Public Body Various Townships/Boroughs

Contract/Project No \_\_\_\_\_

Project Description Various Roads

Project Location Various Townships/Boroughs

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Kelly Puskarich, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

  
Authorized Representative Signature





**AFFIDAVIT RE**

**ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of PENNSYLVANIA )  
 )  
 ) ss:  
 )  
County of WASHINGTON )

he has  
being duly sworn according to law deposes and says that they have  
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with  
has his  
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said  
its

Act with Arch Insurance Company  
(SURETY COMPANY)

Suit-Kote Corporation  
(TYPE OR PRINT) CONTRACTOR

BY Kelly Puskarich  
SIGNATURE  
Kelly Puskarich, Sales Representative

Sworn to and subscribed before me this 12th day of April A.D. 20 17 .

Jamie Sesar  
SIGNATURE

My Commission Expires (DATE)

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Jamie Sesar, Notary Public  
Somerset Twp., Washington County  
My Commission Expires Feb. 17, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



HAYLOR, FREYER & COON<sup>INC.</sup>

Insuring All You Value



**Bonding Specialists**



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Suit-Kote Corporation  
1911 Lorings Crossing Rd.  
Cortland, NY 13045

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

### Mailing Address for Notices

Liberty Mutual Insurance Company  
Attention: Surety Claims Department  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

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.

### OWNER:

(Name, legal status and address)

Beaver County Regional COG  
PO Box 51  
Monaco, PA 15061

**BOND AMOUNT:** One thousand dollars (\$1,000.00)

### PROJECT:

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

Contract No. 2: Liquid Asphalts - E-1 Prime, MC-70, AET, CRS-2, CRS-2PM

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 6th day of April, 2017

(Witness)

(Witness)

Suit-Kote Corporation  
(Principal) (Seal)

(Title) Kelly Puskarch, Sales Representative

Liberty Mutual Insurance Company  
(Surety) (Seal)

(Title) Corinne E. Yousey, Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7408537

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, JOSEPH J. LACLAIR, TIMOTHY J. REARDON, ALL OF THE CITY OF WATERTOWN, STATE OF NEW YORK; LINDA J. PROVO, ROBERT J. RAYO, JOHN A. SROKA, LORI L. VANAUKEN, CORINNE E. YOUSEY, GILLIAN F. WRIGHT, DAWN M. GAIDO, ALL OF THE CITY OF SYRACUSE, STATE OF NEW YORK

all of the city of \_\_\_\_\_, state of \_\_\_\_\_ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of June, 2016.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of June, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of April, 2017.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PRINCIPAL'S ACKNOWLEDGEMENT  
INDIVIDUAL VERIFICATION

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the person (s) who is (are) described in and who executed the forgoing instrument, and acknowledges to me that he (they) executed the same.

\_\_\_\_\_  
(Notary Public)

LIMITED LIABILITY COMPANY VERIFICATION

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing Agreement, and who being by me duly sworn, deposes and says that (s)he is the \_\_\_\_\_ of \_\_\_\_\_. A Limited Liability Company, and that (s) he executed the foregoing Agreement as the act and deed of the said Limited Liability Company.

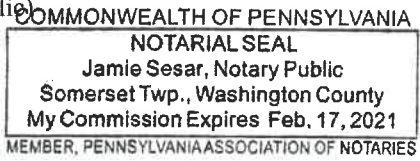
\_\_\_\_\_  
(Notary Public)

CORPORATE VERIFICATION

State of Pennsylvania  
County of Washington

On this 12<sup>th</sup> day of April, in the year 2017, before me personally came Kelly Puskanch to me known, who, being by me duly sworn, deposes and says that (s) he resides in the City of Bentleyville that (s) he is the Sales Representative of the Suit Kote Corporation the corporation described in and which executed the foregoing instrument, that (s) 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 by the order of the Board of Directors of said corporation, and that (s) he signed his/her name thereto by like order.

Jamie Sesar  
(Notary Public)



SURETY ACKNOWLEDGEMENT

State of New York  
County of Onondaga

On this 6<sup>th</sup> day of April in the year 2017, before me personally came Corinne E. Yousey to me known, who, being by me duly sworn, did depose and say that (s)he resides in Syracuse, NY; that (s)he is the Attorney-in-Fact of the Liberty Mutual Insurance Company, the corporation described in and which executed the attached instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that (s) he signed his/her name thereto by like order.

Gillian F. Wright  
(Notary Public)

GILLIAN F. WRIGHT  
Notary Public, State of New York  
Qualified in Onon. Co. No. 01WR5049234  
Commission Expires Sept. 11, 2017



LIBERTY MUTUAL INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits .....	\$1,092,914,837	Unearned Premiums.....	\$6,929,723,299
*Bonds — U.S Government .....	1,406,763,970	Reserve for Claims and Claims Expense.....	17,233,877,300
*Other Bonds.....	11,379,916,523	Funds Held Under Reinsurance Treaties.....	208,362,823
*Stocks .....	10,349,761,988	Reserve for Dividends to Policyholders.....	944,909
Real Estate.....	290,265,760	Additional Statutory Reserve .....	39,649,905
Agents' Balances or Uncollected Premiums.....	4,709,977,463	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	112,757,395	Other Liabilities .....	<u>3,061,117,958</u>
Other Admitted Assets.....	<u>14,659,523,751</u>	<b>Total .....</b>	<b><u>\$27,473,676,194</u></b>
<b>Total Admitted Assets.....</b>	<b><u>\$44,001,881,687</u></b>	Special Surplus Funds.....	\$95,257,334
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,229,250,104
		Unassigned Surplus.....	7,193,698,055
		<b>Surplus to Policyholders .....</b>	<b><u>16,528,205,493</u></b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$44,001,881,687</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23<sup>rd</sup> day of March, 2017.

*T. Mikolajewski*

Assistant Secretary