



Date: June 7, 2018 @ 2pm (MST)

[illegible]

IDAHO TRANSPORTATION DEPARTMENT
SPIRIT LAKE MAINTENANCE SHED REROOF
BID PROPOSAL FORM

TO: Idaho Transportation Department
P.O. Box 83720
Boise, Idaho 83720
Attn: Tony Pirc – Bid Proposal/Spirit Lake

Bidding Contractor: Dardan Enterprises, Inc.

In compliance with your Invitation for Bid for the construction of (ITD Project No.18101, Spirit Lake Maintenance Shed Reroof), having examined the bidding and contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, the Bidder hereby proposes to furnish all labor, materials and supplies, and to provide the service and insurance in accordance with the Bidding Requirements and Contract Documents, within the time set forth therein, and at the price(s) stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

Bidder hereby agrees to commence work under this contract on a date to be specified in a written "Notice to Proceed" by the Construction Manager and to substantially complete the Work within 120 consecutive calendar days thereafter.

SCOPE OF WORK:

The complete work of removing and replacing the roofing system. Selective replacement of wood sheathing will be performed on a unit price basis.

INCLUDED IN THIS BID PACKAGE:

Provide safety barricades/fencing around work area.

GENERAL PROVISIONS:

Bidder shall assign and provide to the site, a designated, full-time, competent supervisor over all of the bidder's activities; supervisor shall have knowledge of the trade work and be of capacity to make decisions on the behalf of the Bidder.

The successful bidder shall coordinate with the Owner's staff as the work progresses with respect to any changes in scope of work, material selections, methods, scheduling and quality.

The "Scope of Work" description above is intended to describe the general scope of the work included in this Bid Package. Incidental work related to the general scope outlined above, not specifically described, is deemed to be included. It is the intent the bidder for this work will provide all resources necessary for complete functioning systems and installations.

It is the responsibility of the bidder to review all of the plans and specifications and include all work described in this Bid Package related to this work that is referenced in all bid documents. Bidder should be familiar with the scope of all other bid packages. The Bidder shall ask any questions and bring to the Construction Manager's attention, any discrepancies in the bid documents prior to submitting this bid proposal.

It is the responsibility of the bidder to clean up and remove refuse related to their work on a daily basis unless specifically noted otherwise or directed otherwise in the field.

OSHA safety regulations will be strictly enforced. All workers on site will adhere to OSHA required PP&E and be easily identifiable with minimum Hi-Vis Class 2 safety vests worn at all times.

Any and all concerns and questions through to bidding phase will be addressed to the Construction Manager. Do not request clarifications from the Architect, Engineer or the Owner. All questions shall be emailed to Roy Jackson at: rljackson@petrainc.net

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Subparagraph 4.1.8.1 of the Supplementary Instructions to Bidders.

BASE PROPOSAL:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the deal and additional expense to the Owner caused thereby.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders as modified by the Supplementary Instructions to Bidders.

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (PWCLB Category 15400) None Required

(Name) _____
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning (HVAC) (PWCLB Category 15700) None Required

(Name) _____
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho HVAC Contractors License No. _____

Electrical (PWCLB Category 16000) None Required

(Name) _____
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho Electrical Contractors License No. _____

ITD District 3 Shop Maintenance Building,
Bid Package # 1 Hazardous Material Abatement & Selective Demolition Page
3 of 3

FAILURE TO NAME A PROPERLY LICENSED CONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID. If a bidder determines

plumbing, heating/air conditioning and/or electrical work is not required to be done by a licensed contractor, bidder should complete the line referencing that work with "Not applicable" and provide an explanation.

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Respectfully submitted,

Acknowledge Addenda 1

Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of:

Base Bid Amount: Eighty Nine Thousand Eight Hundred Fourty Nine
(\$ 89,849)

Alternate Bid

Standing Seam Roof

Alternate Bid Amount: One Hundred Four Thousand Nine Hundred Fourty Nine
(\$ 104,949)

Unit Price

Remove 4x8 plywood and replace with new:

Cost per 4'x8' Sheet (\$ 95)

The undersigned notifies that he/she is, of this date, duly licensed as an Idaho Public Works Contractor and further that he/she possesses Idaho Public Works Contractor's License No. PWC-C-16871-AAA-3-4, and is domiciled in the State of Idaho.

Company Name: Dardan Enterprises, Inc.

Business Address: 23567 W Hwy 53 Post Falls, ID 83854

By: [Signature] Title: PM/SEC
(Authorized Signature)

Dated this 6th day of June, 2018

Phone: 208-773-5418 email: darin@dardaninc.com Fax: 208-773-8038

(Seal - if bid is by a corporation)

Have you remembered to initial and include all pages of this Bid Package, to include your bid security (bid bond or a certified or a cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement in with your bid? If these are not included, your bid will be considered non-responsive.

END OF BID PROPOSAL

Section 004101

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF Idaho

COUNTY OF Kootenai

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that Dardan Enterprises, Inc. is in compliance with the provisions of Idaho Code section 72-1717; that Dardan Enterprises, Inc. provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that Dardan Enterprises, Inc. shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Dardan Enterprises, Inc.
Name of Contractor

23567 W Hwy 53
Address

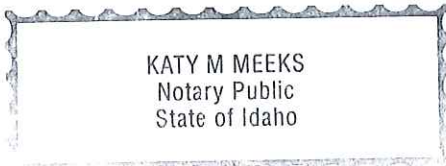
Post Falls, ID 83854
City and State

SEAL

By: [Signature]
(Signature)

Subscribed and sworn to before me this 6th day of June, 2018.

Commission expires: 6/18/20



Katy Meeks
NOTARY PUBLIC, residing at

15446 W Fiddlewood Ct

Hauser, ID 83854

**FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID
NON-RESPONSIVE.**

CONTRACTOR'S AFFIDAVIT
ON ALCOHOL AND DRUG-FREE WORKPLACE

CAdfw - 1

Execute and Submit with Bid.

BIDDER'S ACKNOWLEDGEMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Idaho Transportation Department Project No. 18-101

By submitting a bid for this project, the undersigned bidder agrees that, if awarded the contract for construction, Contractor will conform to all conditions and requirements of the contract, including but not limited to:

- Contractor agrees to comply with subparagraph 13.1.3 of the Supplementary Conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code requiring the employment of 95% bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.
- Contractor will substantially complete the work within the time stated in the contract documents, or as modified by Change Order.
- If the Contractor fails to substantially complete the Project within the time stated in the contract documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the contract amount liquidated damages in the amount per calendar day indicated in the Contract Documents times the number of calendar days until the project is Substantially Complete, as defined in the Contract Documents and as determined by the Architect (or Engineer).
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in paragraph 7.3.10 of the General Conditions of the Contract for Construction, as supplemented, which are stated below.
 1. for total changes of \$10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs.
 2. for total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs.
 3. the Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.
- The Contractor agrees that Change Orders are governed by the General Conditions of the Contract for Construction, as supplemented, including but not limited to Section 7.2.3 and Section 7.2.4 of the Supplementary Conditions:

BIDDER'S ACKNOWLEDGEMENT STATEMENT

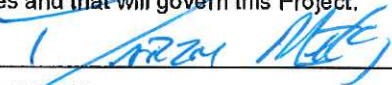
BAS - 1

By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

Any Change Order fully executed by the Owner, Contractor and Architect (or Engineer), including but not limited to a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGEMENT WILL MAKE THE BID NONRESPONSIVE.

I, Darin Meeks, being duly authorized to bind the bidder
(type or print name of individual)
Dardan Enterprises, Inc., does hereby certify that
(type or print name of company)
Dardan Enterprises, Inc. has fully read and
(type or print name of company)
understands this document and that it highlights certain parts of the contract that will be entered between the parties and that will govern this Project.

Signed: 
Title: PM/SEC
Date: 6/6/18

END OF BIDDER'S ACKNOWLEDGEMENT STATEMENT

BIDDER'S ACKNOWLEDGEMENT STATEMENT

BAS - 2

BOILR-2005 CM revised 02/27/17

(18-305)
(May, 2018)



AIA® Document A310™ – 2010

BID BOND

CONTRACTOR:

Dardan Enterprises, Inc.
23567 W Highway 53
Post Falls ID 83854

SURETY:

Developers Surety and Indemnity Company
17771 Cowan, Suite 100
Irvine CA 92614

OWNER:

Idaho Transportation Department
3311 State Street
Boise ID 83707

BOND AMOUNT:

Five Percent of the Total Amount Bid----- (5%)-----

PROJECT:

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

Spirit Lake Maintenance Shed Reroof; ITD Project No. 18101

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 7th day of June, 2018.

Katy Meeks
(Witness)

Dardan Enterprises, Inc.

(Principal)

(Seal)

(Title)

Darin Meeks, Secretary

Michelle Larson
(Witness)

Developers Surety and Indemnity Company

(Surety)

(Seal)

(Title)

Charla M. Boadle, Attorney-In-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Charla M. Boadle, Penny Silvey, John L. Green, Jim Dinneen, LouAnn Jensen, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By:

Daniel Young
Daniel Young, Senior Vice-President

By:

Mark Lansdon
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, _____
Date

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

personally appeared _____

Daniel Young and Mark Lansdon
Name(s) of Signer(s)

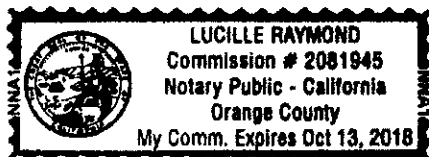
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this _____

7th day of June, 2018.

By:

Cassie J. Barrisford
Cassie J. Barrisford, Assistant Secretary



**IDAHO TRANSPORTATION DEPARTMENT
SPIRIT LAKE MAINTENANCE SHED REROOF
BID PROPOSAL FORM**

TO: Idaho Transportation Department
P.O. Box 83720
Boise, Idaho 83720
Attn: Tony Pirc – Bid Proposal/Spirit Lake

Bidding Contractor:

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(Name) _____
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning (HVAC) (PWCLB Category 15700) **None Required**
(Name) _____
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho HVAC Contractors License No. _____

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ITD District 3 Shop Maintenance Building,
Bid Package # 1 Hazardous Material Abatement & Selective Demolition Page
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Respectfully submitted,

Acknowledge Addenda 1

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Base Bid Amount: Seventy six thousand Seven hundred Fifty Dollars
(\$ 76,750 -)

Alternate Bid

Standing Seam Roof

Alternate Bid Amount: Twenty Eight Thousand Two hundred Fifty Dollars
(\$ 28,250 -)

Unit Price

Remove 4x8 plywood and replace with new:

Cost per 4'x8' Sheet (\$ 110 -)

The undersigned notifies that he/she is, of this date, duly licensed as an Idaho Public Works Contractor and further that he/she possesses Idaho Public Works Contractor's License No. PWC-C-14560-U-3, and is domiciled in the State of Idaho.

Company Name: Ginno Construction of Idaho, Inc.

Business Address: 3893 N. Schreiber Way, Coeur d'Alene, ID 83815

By: [Signature] Title: President
(Authorized Signature)

Dated this 6th day of June, 2018

Phone: 208-667-5560 email: rich@ginnoconstruction.com Fax: 208-665-0471

(Seal - if bid is by a corporation)

Have you remembered to initial and include all pages of this Bid Package, to include your bid security (bid bond or a certified or a cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement in with your bid? If these are not included, your bid will be considered non-responsive.

END OF BID PROPOSAL

Section 004101

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CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

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Ginno Construction of Idaho, Inc.
Name of Contractor

3893 N. Schreiber Way
Address

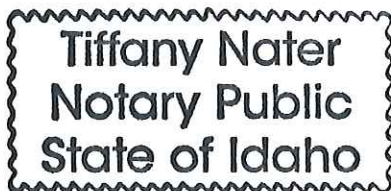
Coeur d'Alene, ID
City and State

By: [Signature]
(Signature)

SEAL

Subscribed and sworn to before me this 6th day of June,
2018.

Commission expires: 10/15/2019



[Signature]
NOTARY PUBLIC, residing at

Post Falls, ID 83854

**FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID
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CONTRACTOR'S AFFIDAVIT
ON ALCOHOL AND DRUG-FREE WORKPLACE

CAdfw - 1

Execute and Submit with Bid.

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NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT
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BIDDER'S ACKNOWLEDGEMENT STATEMENT

BAS - 1

By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

Any Change Order fully executed by the Owner, Contractor and Architect (or Engineer), including but not limited to a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGEMENT WILL MAKE THE BID NONRESPONSIVE.

I, Rich Wells, being duly authorized to bind the bidder
(type or print name of individual)

Ginno Construction of Idaho, Inc., does hereby certify that
(type or print name of company)

Ginno Construction of Idaho, Inc. has fully read and
(type or print name of company)
understands this document and that it highlights certain parts of the contract that will be entered between the parties and that will govern this Project.

Signed: 

Title: President

Date: June 6, 2018

END OF BIDDER'S ACKNOWLEDGEMENT STATEMENT

BIDDER'S ACKNOWLEDGEMENT STATEMENT

BOILR-2005 CM revised 02/27/17

BAS - 2

(18-305)
(May, 2018)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ginno Construction of Idaho, Inc.
3893 N. Schreiber Way
Coeur d' Alene, ID 83815

OWNER:

(Name, legal status and address)

State of Idaho, Idaho Department of Transportation

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

Mailing Address for Notices

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

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.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

Spirit Lake Maintenance Shed ITD Project No. 18101

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 7th day of June, 2018.


(Witness) Tiffany Nater


(Witness) Chris Larson

Ginno Construction of Idaho, Inc.

(Principal)

(Seal)

By: 

(Title) Rich Wells

President

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By: 

(Title) P M Hallett

, Attorney-in-Fact



Bond Number Bid Bond

Obligee: State of Idaho, Idaho Department of Transportation

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **PM Hallett**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

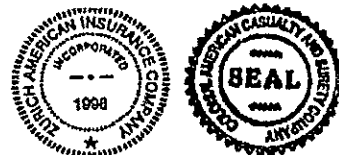
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Michael P. Bond

By: *Michael P. Bond*
Vice President



Eric D. Barnes

By: *Eric D. Barnes*
Secretary



State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President** and **Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 7th day of June, 2018.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**IDAHO TRANSPORTATION DEPARTMENT
SPIRIT LAKE MAINTENANCE SHED REROOF
BID PROPOSAL FORM**

TO: Idaho Transportation Department
P.O. Box 83720
Boise, Idaho 83720
Attn: Tony Pirc – Bid Proposal/Spirit Lake

Bidding Contractor:

In compliance with your Invitation for Bid for the construction of (ITD Project No.18101, Spirit Lake Maintenance Shed Reroof), having examined the bidding and contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, the Bidder hereby proposes to furnish all labor, materials and supplies, and to provide the service and insurance in accordance with the Bidding Requirements and Contract Documents, within the time set forth therein, and at the price(s) stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

Bidder hereby agrees to commence work under this contract on a date to be specified in a written "Notice to Proceed" by the Construction Manager and to substantially complete the Work within 120 consecutive calendar days thereafter.

SCOPE OF WORK:

The complete work of removing and replacing the roofing system. Selective replacement of wood sheathing will be performed on a unit price basis.

INCLUDED IN THIS BID PACKAGE:

Provide safety barricades/fencing around work area.

GENERAL PROVISIONS:

Bidder shall assign and provide to the site, a designated, full-time, competent supervisor over all of the bidder's activities; supervisor shall have knowledge of the trade work and be of capacity to make decisions on the behalf of the Bidder.

The successful bidder shall coordinate with the Owner's staff as the work progresses with respect to any changes in scope of work, material selections, methods, scheduling and quality.

The "Scope of Work" description above is intended to describe the general scope of the work included in this Bid Package. Incidental work related to the general scope outlined above, not specifically described, is deemed to be included. It is the intent the bidder for this work will provide all resources necessary for complete functioning systems and installations.

It is the responsibility of the bidder to review all of the plans and specifications and include all work described in this Bid Package related to this work that is referenced in all bid documents. Bidder should be familiar with the scope of all other bid packages. The Bidder shall ask any questions and bring to the Construction Manager's attention, any discrepancies in the bid documents prior to submitting this bid proposal.

It is the responsibility of the bidder to clean up and remove refuse related to their work on a daily basis unless specifically noted otherwise or directed otherwise in the field.

OSHA safety regulations will be strictly enforced. All workers on site will adhere to OSHA required PP&E and be easily identifiable with minimum Hi-Vis Class 2 safety vests worn at all times.

Any and all concerns and questions through to bidding phase will be addressed to the Construction Manager. Do not request clarifications from the Architect, Engineer or the Owner. All questions shall be emailed to Roy Jackson at: rjackson@petrainc.net

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Subparagraph 4.1.8.1 of the Supplementary Instructions to Bidders.

BASE PROPOSAL:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the deal and additional expense to the Owner caused thereby.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders as modified by the Supplementary Instructions to Bidders.

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (PWCLB Category 15400) **None Required**
(Name) NA
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning (HVAC) (PWCLB Category 15700) **None Required**
(Name) NA
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho HVAC Contractors License No. _____

Electrical (PWCLB Category 16000) **None Required**
(Name) NA
(Address) _____
Idaho Public Works Contractors License No. _____
Idaho Electrical Contractors License No. _____

ITD District 3 Shop Maintenance Building,
Bid Package # 1 Hazardous Material Abatement & Selective Demolition Page
3 of 3

FAILURE TO NAME A PROPERLY LICENSED CONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID. If a bidder determines

Execute and Submit with Bid.

BIDDER'S ACKNOWLEDGEMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Idaho Transportation Department Project No. 18-101

SPIRIT LAKE Maintenance
Shed REROOF

By submitting a bid for this project, the undersigned bidder agrees that, if awarded the contract for construction, Contractor will conform to all conditions and requirements of the contract, including but not limited to:

- Contractor agrees to comply with subparagraph 13.1.3 of the Supplementary Conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code requiring the employment of 95% bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.
- Contractor will substantially complete the work within the time stated in the contract documents, or as modified by Change Order.
- If the Contractor fails to substantially complete the Project within the time stated in the contract documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the contract amount liquidated damages in the amount per calendar day indicated in the Contract Documents times the number of calendar days until the project is Substantially Complete, as defined in the Contract Documents and as determined by the Architect (or Engineer).
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in paragraph 7.3.10 of the General Conditions of the Contract for Construction, as supplemented, which are stated below.
 1. for total changes of \$10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs.
 2. for total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs.
 3. the Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.
- The Contractor agrees that Change Orders are governed by the General Conditions of the Contract for Construction, as supplemented, including but not limited to Section 7.2.3 and Section 7.2.4 of the Supplementary Conditions:

BIDDER'S ACKNOWLEDGEMENT STATEMENT

BAS - 1

plumbing, heating/air conditioning and/or electrical work is not required to be done by a licensed contractor, bidder should complete the line referencing that work with "Not applicable" and provide an explanation.

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Respectfully submitted,

Acknowledge Addenda 1

Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of:

Base Bid Amount: Ninety three thousand two hundred twenty & ^{NO}/₁₀₀
(\$ 93,220.00)

Alternate Bid

Standing Seam Roof

Alternate Bid Amount: One hundred twenty four thousand two hundred twenty & ^{NO}/₁₀₀
(\$ 124,220.00)

Unit Price

Remove 4x8 plywood and replace with new:

Cost per 4'x8' Sheet (\$ 102.40)

The undersigned notifies that he/she is, of this date, duly licensed as an Idaho Public Works Contractor and further that he/she possesses Idaho Public Works Contractor's License No. D13623-C-4, and is domiciled in the State of WA.

Company Name: SPOKANE ROOFING COMPANY, LLC

Business Address: 1302 E SPRAGUE AVE SPOKANE, WA 99202

By: [Signature] Title: OWNER
(Authorized Signature)

Dated this 7th day of JUNE, 2018

Phone: (509) 838-8133 email: JEFF@SPOKANEROOFING.COM Fax: (509) 847-8990

(Seal - if bid is by a corporation)

Have you remembered to initial and include all pages of this Bid Package, to include your bid security (bid bond or a certified or a cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement in with your bid? If these are not included, your bid will be considered non-responsive.

END OF BID PROPOSAL

By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

Any Change Order fully executed by the Owner, Contractor and Architect (or Engineer), including but not limited to a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGEMENT WILL MAKE THE BID NONRESPONSIVE.

I, CHRIS LYNCH, being duly authorized to bind the bidder
(type or print name of individual)

SPOKANE ROOFING COMPANY, does hereby certify that
(type or print name of company)

SPOKANE ROOFING COMPANY has fully read and
(type or print name of company)

understands this document and that it highlights certain parts of the contract that will be entered between the parties and that will govern this Project.

Signed: [Signature]

Title: SENIOR ESTIMATOR

Date: 01/07/18

END OF BIDDER'S ACKNOWLEDGEMENT STATEMENT

Section 004101

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF WASHINGTON

COUNTY OF SPOKANE

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that SPOKANE ROOFING COMPANY is in compliance with the provisions of Idaho Code section 72-1717; that SPOKANE ROOFING COMPANY provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that SPOKANE ROOFING COMPANY shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

SPOKANE ROOFING COMPANY
Name of Contractor

130 E SPRAGUE AVE.
Address

SPOKANE, WA 99202
City and State

SEAL

By: [Signature]
(Signature)

Subscribed and sworn to before me this 5th day of June, 2018

Commission expires: 3/30/2020



Christiana M Campbell
NOTARY PUBLIC, residing at

Spokane
WA

**FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID
NON-RESPONSIVE.**

CONTRACTOR'S AFFIDAVIT
ON ALCOHOL AND DRUG-FREE WORKPLACE

CAdfw - 1

BID BOND

LEXON INSURANCE COMPANY
155 NE 100TH ST, STE 201, SEATTLE, WA 98125

CONTRACTOR:

(Name, legal status and address)

SPOKANE ROOFING COMPANY LLC
130 E SPRAGUE AVE
SPOKANE, WA 99019

OWNER:

(Name, legal status and address)

IDAHO DEPARTMENT OF TRANSPORTATION
3311 STATE STREET
BOISE, ID 83707

SURETY:

(Name, legal status and principal place of business)

LEXON INSURANCE COMPANY
155 NE 100TH ST, STE 201
SEATTLE, WA 98125

BOND AMOUNT: FIVE PERCENT OF THE TOTAL AMOUNT OF THE BID (5% OF THE TOTAL AMOUNT OF THE BID)

PROJECT:

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

SPIRIT LAKE MAINTENANCE SHED REROOF
SPIRIT LAKE, IDAHO

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.

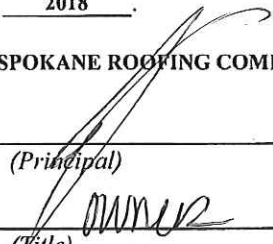
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 JUNE, 2018.

SPOKANE ROOFING COMPANY LLC


(Witness)


(Principal)

(Seal)

(Title)

LEXON INSURANCE COMPANY


(Surety) SHELLIE DUNCAN

(Seal)

ATTORNEY-IN-FACT

(Title)



POWER OF ATTORNEY

LX- SCP2802

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: SHELLIE DUNCAN its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed a BID BOND under bond or undertaking number SCP2802 issued on behalf of SPOKANE ROOFING COMPANY LLC as principal in the penal sum not to exceed \$ 250,000.00.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 250,000.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

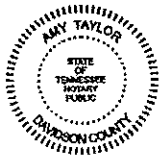


BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 6TH Day of JUNE, 2018.



BY

Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."