



January 2, 2014

RE: 2011 Street Improvements
City of Cannon Falls, MN
SEH No. CANNO 115020

Mr. Aaron Reeves
City of Cannon Falls
918 River Road
Cannon Falls, MN 55009-1447

Dear Aaron Reeves:

Please find enclosed Application for Payment No. 13 (Final) for the above-referenced project, together with the following documentation:

- Consent of the surety to final payment
- Lien waivers
- Withholding Affidavit for Contractors and Subcontractors (IC 134 form)

We have reviewed the Application for Payment, and recommend payment to S.M. Hentges & Sons Inc in the amount of \$55,054.79. This represents 100% completion of the work.

The 1-year warranty period will commence with the final payment for this project. To ensure that any needed corrections are addressed during this warranty period, a final inspection of the project will be made prior to warranty expiration and the findings reported to the City.

Please don't hesitate to contact me with any questions or comments. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory F. Anderson".

Gregory F. Anderson, PE
Project Manager

ah
Enclosure
c: S.M. Hentges & Sons Inc
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Application for Payment
(Unit Price Contract)
No. #13

Eng. Project No.: CANNO 115020

Location: City of Cannon Falls, MN

Contractor S.M. Hentges & Sons Inc

Contract Date August 2, 2011

650 Quaker Avenue - Suite 200

Jordan, MN 55352-0069

Contract Amount 2,526,135.65

Contract for 2011 Street Improvements

Application Date 11/4/13

For Period Ending 12/17/13

Item No.	Item	Unit	Est. Qty	Quantity to Date	Unit Price	Total Price
1	MOBILIZATION	LS	1	1	\$60,181.83	\$60,181.83
2	FIELD OFFICE, TYPE D	EACH	1	0	\$9,340.00	\$0.00
3	TRAFFIC CONTROL	LS	1	1	\$11,445.00	\$11,445.00
4	CLEAR AND GRUB	TREE	74	63	\$202.00	\$12,726.00
5	CLEAR AND GRUB	ACRE	1.1	1.1	\$4,020.00	\$4,422.00
6	REMOVE CONCRETE CURB & GUTTER	LF	1538	1687	\$2.00	\$3,374.00
7	REMOVE CONCRETE VALLEY GUTTER	SY	7	8	\$5.00	\$40.00
8	REMOVE EXISTING WATER MAIN	LF	6968	6367	\$3.50	\$22,284.50
9	REMOVE HYDRANT	EACH	11	13	\$100.00	\$1,300.00
10	REMOVE SEWER MANHOLE	EACH	28	21	\$150.00	\$3,150.00
11	REMOVE STORM STRUCTURE	EACH	2	6	\$150.00	\$900.00
12	REMOVE STORM PIPE	LF	53	283	\$4.00	\$1,132.00
13	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	1233	1206	\$3.50	\$4,221.00
14	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	2749	3307	\$4.00	\$13,228.00
15	REMOVE CONCRETE SIDEWALK	SF	2397	727	\$0.35	\$254.45
16	SALVAGE & INSTALL LANDSCAPING PLANTER	SF	1073	191	\$0.10	\$19.10
17	SALVAGE & INSTALL MODULAR BLOCK RETAINING WALL	SF	165	202.1	\$15.00	\$3,031.50
18	SALVAGE & INSTALL BRICK & MORTAR PLANTER - INKIND	EACH	2	0	\$0.01	\$0.00
19	SALVAGE & INSTALL FENCE	LF	78	39	\$15.00	\$585.00
20	SALVAGE & INSTALL MAILBOX	EACH	26	53	\$75.00	\$3,975.00
21	SALVAGE & INSTALL SIGN	EACH	41	28	\$35.00	\$980.00

Item No.	Item	Unit	Est. Qty	Quantity to Date	Unit Price	Total Price
22	SALVAGE & INSTALL WOVEN WIRE FENCE	LF	480	474	\$17.00	\$8,058.00
23	SALVAGE & INSTALL CARRIAGE WALK HAND RAILING	EACH	3	2,75	\$200.00	\$550.00
24	SALVAGE & INSTALL YARD LIGHT	EACH	3	0	\$200.00	\$0.00
25	SALVAGE & INSTALL 15" RCP (INCLUDES FES)	LF	16	16	\$23.00	\$368.00
26	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	LF	1122	1221	\$3.00	\$3,663.00
27	SAWCUT CONCRETE (FULL DEPTH)	LF	1290	1173	\$3.75	\$4,398.75
28	LABORER	HR	40	107.8	\$75.00	\$8,085.00
29	3 C.Y. FRONT END LOADER	HR	40	42.5	\$152.00	\$6,460.00
30	3 C.Y. BACKHOE	HR	40	49.9	\$180.00	\$8,982.00
31	STREET SWEEPING	HR	40	47	\$130.00	\$6,110.00
32	INFILTRATION TEST PIT	EACH	2	6	\$200.00	\$1,200.00
33	COMMON EXCAVATION (P) (EV)	CY	16223	17470	\$5.25	\$91,717.50
34	TOPSOIL BORROW (LV)	CY	3827	3400	\$10.00	\$34,000.00
35	ROCK EXCAVATION	CY	150	40	\$80.00	\$3,200.00
36	SUBGRADE PREPARATION	RD STA	88.8	88.8	\$160.00	\$14,208.00
37	WATER FOR DUST CONTROL	M GAL	160	327.5	\$27.00	\$8,842.50
38	CALCIUM CHLORIDE SOLUTION	GAL	2000	0	\$1.00	\$0.00
39	AGGREGATE BASE CLASS 5 (100% CRUSHED LIMESTONE) (DRIVEWAYS)	TON	1321	544	\$12.15	\$6,609.60
40	AGGREGATE BASE CLASS 5 (100% CRUSHED LIMESTONE)(ROADWAYS)	TON	4501	3937.11	\$10.25	\$40,355.38
41	PULVERIZE BITUMINOUS PAVEMENT (9-INCH DEEP)	SY	30028	30028	\$0.72	\$21,620.16
42	SALVAGE AGGREGATE BASE PLACED, PULVERIZED AGG. BASE & BIT. (CV) (P)	CY	7565	7565	\$6.56	\$49,626.40
43	BITUMINOUS WEARING COURSE MIXTURE SPWEB230B	TON	2655	2629.14	\$56.55	\$148,677.87
44	BITUMINOUS BASE COURSE MIXTURE SPNWB230B	TON	4480	3890.86	\$56.55	\$220,028.13
45	BITUMINOUS WEAR MIX FOR DRIVEWAYS (3" THICKNESS) SPWEB230B	SF	7325	7914.76	\$2.10	\$16,621.00
46	4" PVC SERVICE	LF	3462	2012	\$14.60	\$29,375.20
47	4" PVC SERVICE RISER PIPE	LF	57	59	\$8.00	\$472.00
48	6" PVC SERVICE	LF	1154	1875	\$15.95	\$29,906.25

Item No.	Item	Unit	Est. Qty	Quantity to Date	Unit Price	Total Price
49	8" PVC (SDR 35) SANITARY SEWER	LF	5561	5725	\$33.50	\$191,787.50
50	8" PVC (SDR 26) SANITARY SEWER	LF	730	724	\$63.85	\$46,227.40
51	8" x 4" PVC SERVICE WYE	EACH	90	61	\$131.00	\$7,991.00
52	8" x 6" PVC SERVICE WYE	EACH	28	54	\$138.00	\$7,452.00
53	CONNECT TO EXISTING SEWER (PIPE OR MANHOLE)	EACH	5	9	\$850.00	\$7,650.00
54	CONNECT TO EXISTING SEWER SERVICE	EACH	118	116	\$94.00	\$10,904.00
55	CONSTRUCT 48" DIA. SANITARY MANHOLE (0-8')	EACH	27	27	\$1,683.00	\$45,441.00
56	EXTRA DEPTH, 48" DIA. MANHOLE	LF	117.6	98.89	\$81.00	\$8,010.09
57	MANHOLE DROP SECTION	LF	6.8	15.5	\$298.00	\$4,619.00
58	CASTING ASSEMBLY - LETTERED "SANITARY"	EACH	27	27	\$463.00	\$12,501.00
59	6" DIP WATER MAIN CL 52	LF	8013	7830	\$29.75	\$232,942.50
60	CONNECT TO EXISTING WATER MAIN	EACH	11	17	\$427.00	\$7,259.00
61	CONNECT TO EXISTING WATER SERVICE	EACH	112	108	\$75.00	\$8,100.00
62	1" COPPER SERVICE, TYPE K	LF	4689	4438	\$18.50	\$82,103.00
63	1" CORPORATION STOP	EACH	112	112	\$83.00	\$9,296.00
64	1" CURB STOP & BOX	EACH	112	112	\$122.00	\$13,664.00
65	2" COPPER SERVICE, TYPE K	LF	35	30	\$31.00	\$930.00
66	2" CORPORATION STOP	EACH	1	1	\$245.00	\$245.00
67	2" CURB STOP & BOX	EACH	1	1	\$320.00	\$320.00
68	TEMPORARY WATER SYSTEM	LS	1	1	\$26,550.00	\$26,550.00
69	4" THICK POLYSTYRENE INSULATION	SY	70	133	\$21.00	\$2,793.00
70	6" GATE VALVE & BOX	EACH	38	48	\$886.00	\$42,528.00
71	12" GATE VALVE & BOX	EACH	4	0	\$51.00	\$0.00
72	FURNISH & INSTALL HYDRANT	EACH	16	17	\$2,879.00	\$48,943.00
73	DIP WATER MAIN FITTINGS (COMPACT)	LBS	3103	3696	\$2.35	\$8,685.60
74	ADJUST GATE VALVE BOX	EACH	6	6	\$125.00	\$750.00
75	12" RC PIPE SEWER DES 3006, CL V	LF	889	757	\$24.00	\$18,168.00
76	15" RC PIPE SEWER DES 3006, CL V	LF	1421	1360	\$25.25	\$34,340.00
77	18" RC PIPE SEWER DES 3006, CL V	LF	704	720	\$27.00	\$19,440.00
78	21" RC PIPE SEWER DES 3006, CL V	LF	686	688	\$30.75	\$21,156.00
79	24" RC PIPE SEWER DES 3006, CL V	LF	326	326	\$37.25	\$12,143.50
80	27" RC PIPE SEWER DES 3006, CL V	LF	407	443	\$54.00	\$23,922.00
81	30" RC PIPE SEWER DES 3006, CL V	LF	741	754	\$60.50	\$45,617.00
82	RANDOM RIPRAP CL II	CY	4	18	\$65.00	\$1,170.00

Item No.	Item	Unit	Est. Qty	Quantity to Date	Unit Price	Total Price
83	RANDOM RIPRAP CL IV	CY	56	56	\$61.00	\$3,416.00
84	CONST. DRAIN. STRUCTURE, DES. H	LF	74	68	\$177.00	\$12,036.00
85	CONST. DRAIN. STRUCTURE, DES. 48-4020	LF	132.7	172.41	\$312.00	\$53,791.92
86	CONST. DRAIN. STRUCTURE, DES. 60-4020	LF	69.9	28.86	\$273.00	\$7,878.78
87	CONST. DRAIN. STRUCTURE, DES. 66-4020	LF	9.2	7	\$533.00	\$3,731.00
88	CASTING ASSEMBLY - LETTERED "STORM"	EACH	5	11	\$463.00	\$5,093.00
89	CASTING ASSEMBLY - R3250-B	EACH	54	54	\$663.00	\$35,802.00
90	CONNECT TO EXISTING STORM SEWER	EACH	3	6	\$611.00	\$3,666.00
91	ADJUST EXISTING FRAME & RING CASTING	EACH	10	10	\$200.00	\$2,000.00
92	CONCRETE CURB & GUTTER, DESIGN B618 (MACHINE PLACED)	LF	15441	16313	\$9.40	\$153,342.20
93	CONCRETE CURB & GUTTER, DESIGN B618 (HAND PLACED)	LF	185	39	\$21.00	\$819.00
94	PEDESTRIAN RAMP WITH TRUNCATED DOME	EACH	5	6	\$525.00	\$3,150.00
95	CONCRETE VALLEY GUTTER	SF	65	71	\$57.00	\$4,047.00
96	4" CONCRETE SIDEWALK	SF	3540	3455.5	\$2.65	\$9,157.08
97	4" CARRIAGE WALK	SF	4728	4514	\$2.85	\$12,864.90
98	CONCRETE STEPS FOR CARRIAGE WALK	EACH	37	29	\$200.00	\$5,800.00
99	7" CONCRETE DRIVEWAY PAVEMENT	SF	34330	30265	\$4.00	\$121,060.00
100	CRUSHED ROCK PIPE FOUNDATION	TON	10	0	\$0.01	\$0.00
101	SILT FENCE, TYPE MACHINE SLICED	LF	500	1490	\$2.00	\$2,980.00
102	TEMPORARY DITCH CHECK TYPE 7	CY	22	18	\$73.00	\$1,314.00
103	STORM DRAIN INLET PROTECTION	EACH	49	49	\$45.00	\$2,205.00
104	GEOTEXTILE FABRIC - TYPE IV	SY	98	98	\$2.00	\$196.00
105	EROSION CONTROL BLANKETS CATEGORY 0	SY	3300	0	\$2.10	\$0.00
106	EROSION CONTROL BLANKETS CATEGORY 4	SY	3400	2250	\$2.05	\$4,612.50
107	SODDING TYPE LAWN	SY	25717	22089	\$2.40	\$53,013.60
108	SEEDING	ACRE	4.9	0.8	\$640.00	\$512.00
109	MNDOT SEED MIX 150	LBS	280	50	\$1.65	\$82.50

Item No.	Item	Unit	Est. Qty	Quantity to Date	Unit Price	Total Price
110	MNDOT SEED MIX 310	LBS	55.8	85	\$14.50	\$1,232.50
111	MNDOT SEED MIX 340	LBS	118.3	235	\$3.45	\$810.75
112	COMPOST, GRADE 2	CY	550	1050	\$19.65	\$20,632.50
113	HYDRAULIC SOIL STABILIZER TYPE 6	LBS	2940	11500	\$0.70	\$8,050.00
114	WOVEN WIRE FENCE	LF	85	588	\$17.00	\$9,996.00
115	DECIDUOUS TREE, 2.5" B/B	EACH	62	38	\$230.00	\$8,740.00
116	CONIFEROUS TREE, 6' HT., B/B	EACH	12	0	\$204.00	\$0.00
TOTAL BASE BID PRICE						\$2,466,064.93
ALTERNATE A (If Needed)						
1	MILL BITUMINOUS SURFACE (2" DEPTH)	SY	12650	12650	\$1.45	\$18,342.50
2	BITUMINOUS WEAR COURSE	TON	1410	1364.73	\$54.75	\$74,718.97
3	12" SOLID LINE WHITE - LATEX	LF	3125	2615	\$0.82	\$2,144.30
TOTAL ALTERNATE A BID PRICE						\$95,205.77
TOTAL (BASE BID + ALTERNATE A) BID						\$2,561,270.70
						\$1,867,245.70

Application for Payment (continued)

Total Contract Amount	\$ <u>2,526,135.65</u>	Total Amount Earned for Base Bid	\$ <u>2,466,064.93</u>
Total Alternate Bid	\$ <u>98,102.50</u>	Total Earned for Alternate A (if needed)	<u>95,205.77</u>
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	<u>0</u>
Contract Change Order No. _____		Percent Complete _____	
Contract Change Order No. _____		Percent Complete _____	
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>2,561,270.70</u>
1: <u>392,921.39</u>	6: <u>370,454.04</u>	LESS <u>0</u> % RETAINAGE	\$ <u>0.00</u>
2: <u>397,281.95</u>	7: <u>350,694.54</u>	AMOUNT DUE TO DATE	\$ <u>2,561,270.70</u>
3: <u>222,091.66</u>	8: <u>275,936.44</u>	LESS PREVIOUS APPLICATIONS	\$ <u>2,506,215.91</u>
4: <u>16,960.97</u>	9: <u>136,191.14</u>	AMOUNT DUE THIS APPLICATION	\$ <u>55,054.79</u>
5: <u>38,807.38</u>			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for contract, 2011 Street Improvements, City of Cannon Falls, MN, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

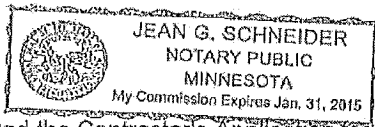
Date December 31st, 2013 S.M. Hentges & Sons Inc
(Contractor)

COUNTY OF Scott)
STATE OF MINNESOTA) SS By [Signature] Director
(Name and Title)

Before me on this 31st day of December, 2013, personally appeared

Nate Hentges known to be, who being duly sworn did depose and say that he is the Director (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein

My Commission expires



[Signature]
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Short Elliott Hendrickson Inc.

[Signature] By Greg Anderson

Date 1/2/14

City of Cannon Falls

By _____

Date _____

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 190-023-415

TO OWNER:
(Name and address)

City of Cannon Falls
918 River Road
Cannon Falls, MN 55009

PROJECT:
(Name and address)

2011 Street Improvements Project - Cannon Falls, MN

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Street Improvements

CONTRACT DATED: August 19, 2011

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(insert name and address of Surety)

Liberty Mutual Insurance Company
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

, SURETY,

on bond of
(insert name and address of Contractor)

S. M. Hentges & Sons, Inc.
650 Quaker Avenue
Jordan, MN 55352

, CONTRACTOR,

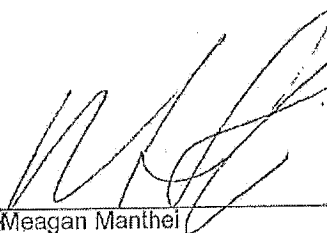
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(insert name and address of Owner)

City of Cannon Falls
918 River Road
Cannon Falls, MN 55009

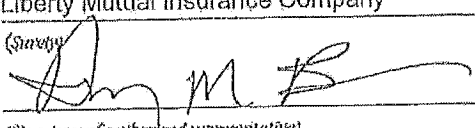
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 18, 2013
(insert in writing the month followed by the numeric date and year.)

Attest:
(Seal): 
Meagan Manthei



Liberty Mutual Insurance Company
(Surety)

(Signature of authorized representative)
Amy M. Burns Attorney-in-Fact
(Printed name and title)

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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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, Amy M. Burns of the city of St Louis Park, state of MN its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

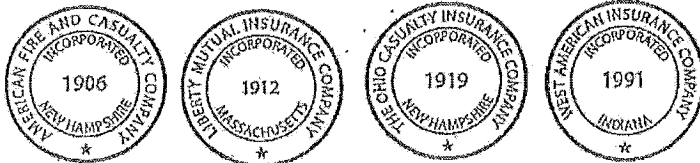
Principal Name: S. M. Hentges & Sons, Inc.

Obligee Name: City of Cannon Falls

Surety Bond Number: 190-023-415

Bond Amount: See Bond Form

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 18th day of November, 2013.



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 18th day of November, 2013, 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 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 surely 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.

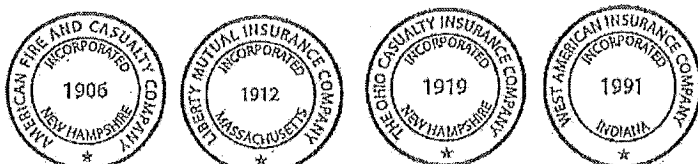
ARTICLE XIII -- Execution of Contracts -- SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely 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 surely 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 18th day of December, 2013.



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