

DOCUMENT 00410 - BID FORM

To: Department of Administration
Division of Purchases
One Capitol Hill, Providence, RI 02908

Project: Chafee Hall Fire Code Upgrades
University of Rhode Island, Kingston Campus

Submitted by: Maron Construction Co., Inc.
(include address, tel. & FAX nos., and license no. if applicable) 180 Buttonhole Drive
Providence, RI 02909
401-272-4930 401-751-7192 FAX License No. 553

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by Hughes Associates, Inc. (Prime) with Brewster Thornton Group Architects LLP for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Three million seven hundred fifty four thousand nine hundred (\$ 3,754,900 .) numerically
(written, and

- We have included the specified contingency allowances from Section 01200 in Division 1 of the Specifications in the above Bid sum as follows:

Contingency Allowance,	\$250,000
Signage Allowance	10,000
Equipment Relocation/Storage	<u>20,000</u>
Total Allowances	\$280,000

- We have included the required Bid security as required by the Invitation to Bid in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We have included the original Bid and an additional “**public copy**” as required by Document 00200 – Instructions to Bidders.
- We understand that this project contains funding through the American Recovery and Reinvestments Act of 2009 and agree to comply with all applicable terms and conditions as outlined in Document 00710 – Supplemental General Conditions – ARRA. We agree to provide the documentation in accordance with URI’s requests.

2. ALTERNATES

Our proposals to modify the above Bid as identified by numbered Alternatives specified in Section 01200 in Division 1 of the Specifications are as follows:

Alternate #1 – Lobby Finishes

Add One hundred seventy five (\$ 175,900)

Alternate #2 – Front Projection (including required \$5,000 contingency allowance)
thousand nine hundred dollars

Add Two hundred forty six (\$ 246,300)
 Alternate #3 – Lecture Hall Finishes thousand three hundred dollars
 Add Six hundred nineteen thousand (\$ 619,000)
 Alternate #4 – Sound Attenuator dollars
 Add Eighteen thousand dollars (\$ 18,000)
 Alternate #5 – Sound Line Main Trunk Ducts
 Add Eight thousand five (\$ 8,500)
hundred dollars

3. BREAK OUT PRICES

For the purposes of proper capitalization of building costs, please provide a break-out of the bid cost for the following work items, all of which are included in the Base Bid:

First Floor Low-Rise demolition as described on Sheets D1.1B, E1.1B, M1.1B, M1.2B, P1.0B, and P1.1B -

Eighty two thousand five (\$ 82,500)
 Sprinkler and Alarm Systems in low-rise first floor area - hundred

Ninety two thousand (\$ 92,000)
 Lecture Hall Acoustic Separation Wall Extensions -

Ten thousand eight (\$ 10,800) for 85 LF of wall.
hundred

4. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in Document 00200 Instructions to Bidders.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Work for the Lecture Halls, Lobby, and Access to the Lecture Halls and 1st Floor low-rise east of main corridor wall by September 2, 2011, and Substantial Completion of the Work in the High Rise and 2nd floor low-rise by October 7, 2011. All punchlist and work to achieve Final Completion after these dates

will be accomplished on 3rd shift. We have included all premium time or additional staffing required to accommodate this schedule.

Liquidated Damages, Time is of the Essence:

If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows:

\$ 1,000.00 per calendar day.

6. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 553

7. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 2-16-11

Addendum No. 2, dated 2-17-11

Addendum No. 3, dated 2-18-11

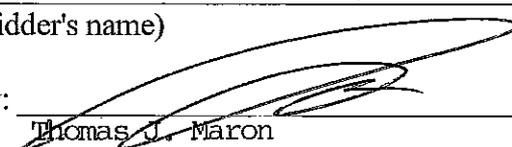
Addendum No. 4, dated 3-3-11

Addendum No. 5, dated 3-11-11

8. BID FORM SIGNATURE(S)

Maron Construction Co., Inc.

(Bidder's name)

By:  _____

Thomas J. Maron

Title: Vice President

Corporate Seal:

END OF DOCUMENT

State of Rhode Island and Providence Plantations Contract Offer
RIVIP GENERATED BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7448230A5
Bid/RFP Title: ARRA - CHAFEE HALL FIRE PROTECTION UPGRADES - URI - ADDENDUM 5 (13 PGS)
Opening Date & Time: 3/17/2011 1:45 PM
RIVIP Vendor ID #: 2830
Vendor Name: Maron Construction Co., Inc.
Address: 180 Buttonhole Drive
P.O. Box 6726
Providence, RI 02940-6726
USA
Telephone: (401) 272-4930
Fax: 401-751-7192
E-Mail: tmaron@mccri.com
Contact Person: Thomas Maron
Title: Vice President
R.I. Foreign Corp #:

NOTICE TO VENDORS

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rifin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>. See Question #11 below for further instructions regarding RIDOT Highway and Bridge Construction projects.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations will become final on January 11, 2011. For further information please visit www.sos.ri.gov.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 Apprenticeship. Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3. AWARD DETERMINATION.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 – CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS
Offerors must respond to every disclosure statement.

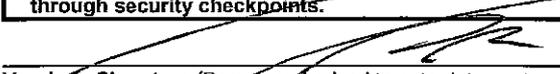
A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the E-Verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. I understand and agree that I am required to continue to utilize the services of the E-Verify program for as long as I continue to do business with the State of Rhode Island. I further understand that my failure to continue to utilize the services of the E-Verify program will adversely affect my ability to continue to do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.
- Y 12. **NEW REQUIREMENT* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding one million (\$1,000,000) dollars, inclusive of all proposed alternates, are required to include a "public copy" as required by R.I. Gen. Laws § 37-2-18 and the "Rules, Regulations and General Conditions of Purchases.". It is further understood that any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.
For further information, please see R.I. Gen. Laws § 37-2-18 and specific instructions at www.purchasing.ri.gov.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.



Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date 3-1-11

Thomas J. Maron Vice President _____ Print
Name and Title of company official signing offer

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

MARON CONSTRUCTION CO., INC.
180 BUTTONHOLE DRIVE PROVIDENCE, RI 02909
(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE HARTFORD, CT 06183

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called the Surety, are held and firmly bound unto
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, ONE CAPITOL HILL
PROVIDENCE, RI 02903

(Here insert full name, and address or legal title of Owner)
as Oblige, hereinafter called the Oblige, in the sum of **Five Percent of Amount Bid (\$ 5%)** for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **ARRA Chafee Hall Fire Code Upgrades**
Bid #7448230

(Here insert full name, address and description of project)
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Oblige may in good faith contract with another party to perform the Work covered by said bid then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1st** day of **March, 2011**.

MARON CONSTRUCTION CO., INC.

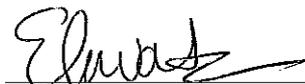


(Witness)

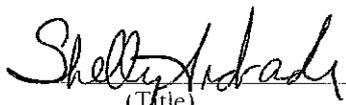
(Principal) (Seal)

(Title)

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA



(Witness)

(Surety) (Seal)


(Title)
Shelly Andrade ATTORNEY-IN-FACT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 213467

Certificate No. 003024385

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James L. Mastors, Joseph A. Servant, William F. Hertel, and Shelly Andrade

of the City of East Greenwich, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 21st day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public