

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7458181A5
Bid/RFP Title: STUDENT DEVELOPMENT ATHLETIC CENTER AT TOOTELL AND KEANEY URI (15 PAGES)
Opening Date & Time: 12/10/2012 11:00 AM
RIVIP Vendor ID #: 41094
Vendor Name: E.W. Burman, Inc
Address: 33 Vermont Ave
Warwick, RI 02888
USA
Telephone: (401) 738-5400
Fax: (401) 737-2650
E-Mail: ewburmaniii@ewburman.com
Contact Person: Edward W. Burman III
Title: Project Manager
R.I. Foreign Corp #:

REVISED NOTICE TO VENDORS

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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 SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at <http://purchasing.ri.gov/rulesandregulations/rulesandregulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

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. 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 (a) 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.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors' compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

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.

Revised: 12/20/2011

- 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(c) 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/we or my/our 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. **NEW REVISED REQUIREMENT-IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.

RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I Gen. Laws § 37-2-18(j) 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 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.

Date December 10, 2012

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

Edward W. Burman, Jr., President

Print Name and Title of company official signing offer
 Revised: 12/20/2011

DOCUMENT 00410 - BID FORMDate: December 10, 2012To: Dept. of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908Project: Student Athlete Development Center
University of Rhode Island, Kingston CampusSubmitted by: E. W. BURMAN, INC.
(include address,
tel. & FAX nos., 33 Vermont Avenue, Warwick, RI 02888
and license no. 738-5400 (p) 737-2650 (fax) 10484 (license no.)
if applicable)

1. BID

Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents prepared by Moser Pilon Nelson Architects LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

**TWO MILLION SIX HUNDRED NINETY
EIGHT THOUSAND DOLLARS** (\$2,689,000)
(written, and numerically)

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

1. Non-documented hazardous material abatement allowance	\$25,000
2. Structural repair allowance	\$40,000
2. MEP repair allowance	\$35,000
4. Roof assembly repair allowance	\$15,000
Total allowances	\$115,000
- We have included the required Bid security 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 required additional “public copy” if required by Document 00210 – Supplemental Instructions to Bidders.

2. ALTERNATES

We propose to modify the above Bid Sum by the following amount(s) as identified by (a) numbered Alternative(s) specified in Section 01200 of the Specifications, and as may be selected by the Owner:

Alternate No. 1 - Skylights at Strength/Conditioning 1125A

Add: _____ (\$ **6,150.**)

Alternate No. 2 - Steam Pipe Replacement

Add: _____ (\$ **430,600.**)

Alternate No. 3 - Freestanding Display at Lobby 1101A

Add: _____ (\$ **22,700.**)

Alternate No. 4 - Elevator

Add: _____ (\$ **361,100.**)

Alternate No. 5 - Phenolic Core Toilet Partitions with Color Matched Core

Add/~~XXXX~~: _____ (\$ **1,500.**)

3. UNIT PRICES

Per Section 01200, we propose unit prices/SF or each for the following items:

Unit Price No. 1: Moisture Mitigation: _____ ^{3.25} (\$)/SF)

4. ACCEPTANCE

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

- Proceed under the Agreement, subject to compliance with required State regulatory agency approvals as described in the Bid Documents.
- 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 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.

DOCUMENT 00430 - BID SECURITY FORM

Know all men by these presents, that we E. W. Burman, Inc.

(insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
Travelers Casualty and Surety Company of America

(insert name and address or legal title of surety)

a corporation duly organized under the laws of the State of CT as
Surety, hereinafter called the Surety, are held and firmly bound unto the Owner as defined in the Contract
Documents for URI Project # 7458181 as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT**

OF THE AMOUNT OF THE ACCOMPANYING BID (\$%of Bid) 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

Student Athlete Development Center, University of Rhode Island,
Kingston Campus

(insert full name, address and description of project)

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

Signed and sealed this 27th day of November, 2012

E. W. BURMAN, INC.

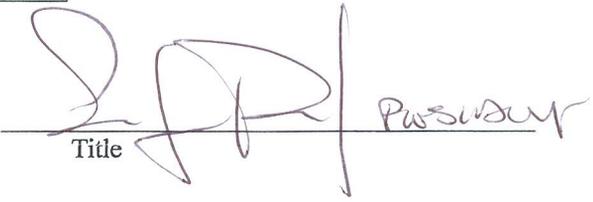
Principal



Witness

Denise F. Levesque

Witness



Title

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

Surety

BY: Phyllis A. Nigris
Phyllis A. Nigris, Attorney-in-Fact

END OF DOCUMENT

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of November, 20 12.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 27th day of November, 20 12.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.