

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**  
**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7550083A2  
**Solicitation Title:** PASTORE CENTER PERMANENT EROSION REPAIR - ADDENDUM 2 (9 PGS & ZIP FILE)

**Bid Proposal Submission  
Deadline Date & Time:** 1/11/2016 10:30 AM

**RIVIP Vendor ID #:** 22861

**Bidder Name:** Manafort Brothers Inc.  
**Address:** 414 New Britain Ave  
Po Box 99  
Plainville , CT 06062  
USA

**Telephone:** 860-229-4853  
**Fax:** 860-747-6543  
**Contact Name:** Robert Lewandowski  
**Contact Title:** Regional Vice President  
**Contact Email:** [estimating@manafort.com](mailto:estimating@manafort.com)

**SECTION 2 —DISCLOSURES**

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.







MANAFORT BROTHERS INCORPORATED  
BOARD OF DIRECTORS & OFFICERS PERCENT OF OWNERSHIP

*James A. Manafort, Jr.*  
Director, President  
*Ownership: 20%, 20% Voting Stock*  
Res: 40 Portage Crossing  
Farmington, CT 06032  
Bus: 414 New Britain Ave.  
Plainville, CT 06062

*Lauren Manafort*  
Director, Secretary, Treasurer  
*Ownership: 20%, 20% Voting Stock*  
Res: 18 Metacomet Road  
Farmington, CT. 06032  
Bus: 414 New Britain Ave.  
Plainville, CT 06062

*Justin A. Manafort Sr.*  
Director, Vice President  
*Ownership: 20%, 20% Voting*  
Res: 33 Lena Avenue  
Plainville, CT 06062  
Bus: 414 New Britain Ave  
Plainville, CT 06062

*David Manafort*  
Vice President  
*Ownership: 20%, 20% Voting Stock*  
Res: 149 Linden Drive  
Kensington, CT 06037  
Bus: 414 New Britain Ave.  
Plainville, CT 06062

*Michael C. Tarsi*  
Senior Vice President  
*Ownership: 0%*  
Res: 216 Watch Hill Road  
Berlin, CT 06037  
Bus: 414 New Britain Ave.  
Plainville, CT 06062

*Evolution Trust, Jon A. Manafort Trustee*  
*Ownership: 20%, 20% Voting*  
Res:  
Bus: 414 New Britain Ave  
Plainville, CT 06062

*Brian K. Barrett*  
Chief Financial Officer  
*Ownership: 0%*  
Res: 18 Ridgeview Drive  
Ellington, CT 06029  
Bus: 414 New Britain Ave.  
Plainville, CT 06062

*Robert J. King*  
Vice President of Financial  
*Ownership: 0%*  
Res: 34 Chelsea Drive  
Cromwell, CT 06416  
Bus: 414 New Britain Ave.  
Plainville, CT 06062

Solicitation #:7550083-REVISED 12/21/15  
Solicitation Title: Permanent Erosion Repair Construction

**BID FORM**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: Manafort Brothers Incorporated  
Legal name of entity  
414 New Britain Avenue, Plainville, CT 06062  
Address (street/city/state/zip)  
Peter Calcagni, Jr. pcalcagni@manafort.com  
Contact name                      Contact email  
(401) 333-2550                      (401) 333-2551  
Contact telephone                      Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 375,850.00  
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)  
Three Hundred Sevent Thousand Eight Hundred Fifty Dollars  
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: Foster Rd material stockpile removal	<u>\$20,000.00</u>
No. 2: Hazardous material	<u>\$15,000.00</u>
No. 3: Rail bed/cemetery improvements	<u>\$20,000.00</u>
No. 4: Additional impervious fill	<u>\$1,500.00</u>

• **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Solicitation #:7550083-REVISED 12/21/15  
 Solicitation Title: Permanent Erosion Repair Construction

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: 12/14/2015

Addendum No. 2 dated: 12/21/2015

Addendum No. 3 dated: \_\_\_\_\_

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

The project does not include Alternate Bid Items.

3. **UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit. If a specific item or task is not noted in the Description of Services, the cost of that item must be included in an item listed below.

Unit Price No.	DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
Unit Price No. 1	Silt Fence	
	Unit of Measure: per Linear Foot	\$ 5.00
Unit Price No. 2	18" Dia. Erosion Control Wattle	

Solicitation #:7550083-REVISED 12/21/15  
 Solicitation Title: Permanent Erosion Repair Construction

	Unit of Measure: per Linear Foot	\$	,	10.00
<b>Unit Price No. 3</b>	<b>1 1/2" – 2 1/2" Dia. Crushed Stone</b>			
	Unit of Measurement: per Cubic Yard	\$	,	50.00
<b>Unit Price No. 4</b>	<b>Impervious Fill</b>			
	Unit of Measurement: per Cubic Yard	\$	,	20.00
<b>Unit Price No. 5</b>	<b>Riprap, Bedding, Fabric, and Liner</b>			
	Unit of Measurement: per Cubic Yard	\$	,	65.00
<b>Unit Price No. 6</b>	<b>Loam Borrow 4" Deep</b>			
	Unit of Measurement: per Square Yard	\$	,	5.00
<b>Unit Price No. 7</b>	<b>Removal and Disposal of Soil Solid Waste to the Central Landfill, including tipping fees</b>			

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 Solicitation Title: Permanent Erosion Repair Construction

	Unit of Measurement: per Ton	\$	,	110.00
<b>Unit Price No. 8</b>	<b>Removal and Disposal of Soil Alternate Cover to the Central Landfill, including tipping fees</b>			
	Unit of Measurement: per Ton	\$	,	50.00
<b>Unit Price No. 9</b>	<b>Conservation Mix Seeding (Type 1-Wetland Seed Mix)</b>			
	Unit of Measurement: per Square Yard	\$	,	3.00
<b>Unit Price No. 10</b>	<b>Conservation Mix Seeding (Type 2-Native Steep Slope Mix with Ryegrass)</b>			
	Unit of Measurement: per Square Yard	\$	,	3.00
<b>Unit Price No. 11</b>	<b>Netless Erosion Control Blanket / Slope Stabilization</b>			
	Unit of Measure: per Square Yard	\$	,	5.00

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

Solicitation #: 7550083-REVISED 12/21/15  
Solicitation Title: Permanent Erosion Repair Construction

- Start of construction: Within 2 weeks of PO Issuance
- Substantial completion: Within 120 days of PO Issuance
- Final completion: Within 150 days of PO Issuance

The Final Completion date for Work shall be within 150 calendar days of the Purchase Order from the Division of Purchases.

**5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **Dollars \$0.00**

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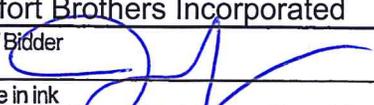
**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.**

**The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

**BIDDER**

**Date:** January 11, 2016

Manafort Brothers Incorporated  
Name of Bidder  
  
Signature in ink  
James A. Manafort, Jr. - President

Solicitation #: 7550083-REVISED 12/21/15  
Solicitation Title: Permanent Erosion Repair Construction

Printed name and title of person signing on behalf of Bidder  
# 29097  
Bidder's Contractor Registration Number

STATE OF RHODE ISLAND  
FORM W-9 PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION



THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

Empty boxes for Social Security No. (SSN)

06 0619109

NAME Manafort Brothers Incorporated

ADDRESS 414 New Britain Avenue PO Box 98

CITY, STATE AND ZIP CODE Plainville, CT 06062

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE  
ADDRESS  
CITY, STATE AND ZIP CODE

- CERTIFICATION:** Under penalties of perjury, I certify that:
- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
  - (2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.
  - (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE *D. Manafort, CFO* TITLE CFO DATE 11/13/15 TEL NO (860) 229-4853  
*Original Signature Required (Digital Signature Not Acceptable)*

**BUSINESS DESIGNATION:**

Please Check One: Individual  Corporation  Trust/Estate  Government/Nonprofit Corporation   
Partnership  Medical Services Corporation  Legal Services Corporation   
LLC Tax Classification: Single Member (Individual)  Partnership  Corporation

**TIPS:**

- NAME:** Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.  
**ADDRESS, CITY, STATE AND ZIP CODE:** If you operate a business at more than one location, adhere to the following:
- 1) Same EIN with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
  - 2) Different EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:  
Supplier Coordinator  
Purchasing Department  
One Capitol Hill, 2nd Floor  
Providence RI 02908

Or Email To: [doa.pursuppliercoordinator@purchasing.ri.gov](mailto:doa.pursuppliercoordinator@purchasing.ri.gov)

For State Use Only:  
IRS \_\_\_ RI SOS \_\_\_ FED \_\_\_ Other \_\_\_  
RI Supplier # \_\_\_\_\_ Approved \_\_\_\_\_  
Date Entered \_\_\_\_\_ Entered By \_\_\_\_\_



**RI Department of Labor and Training  
Workforce Regulation and Safety Division  
Professional Regulation - Prevailing Wage**

**General Contractor Apprenticeship Certification Form**

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at [www.dlt.ri.gov](http://www.dlt.ri.gov), under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** 7550083

**Bid/RFP Title:** Pastore Center Permanent Erosion Repairs

**RIVIP Vendor ID#:** 22861

**Vendor Name:** Manafort Brothers Incorporated

**Address:** 414 New Britain Avenue, Plainville, CT 06062

**Telephone:** (401) 333-2550

**Fax:** (401) 333-2551

**E-Mail:** pcalcagni@manafort.com

**Contact Person and Title:** Peter Calcagni, Jr. - Project Executive  
Manafort Brothers Incorporated  
414 New Britain Ave., Plainville, CT 06062

(Company Name & Address) (hereafter

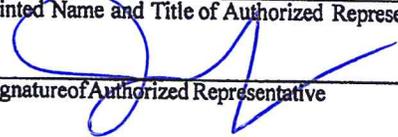
"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A.  Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B.  Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C.  Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. \_\_\_\_\_ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. \_\_\_\_\_ Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. \_\_\_\_\_ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Manafort Brothers Incorporated  
 James A. Manafort, Jr. - President  
 Printed Name and Title of Authorized Representative

January 11, 2016  
 Date

  
 Signature of Authorized Representative

RHODE ISLAND STATEWIDE  
HIGHWAY, AND TUNNEL AGREEMENT

Between

CONSTRUCTION INDUSTRIES OF RHODE ISLAND

and the  
RHODE ISLAND LABORERS' DISTRICT COUNCIL

of the  
LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA AFL-CIO

Acting on Behalf of  
Local Union 271, Providence, R. I.

Effective June 1, 2013 through May 31, 2018



herein, for the purpose of the remedy the Union may pursue, is covered in Article XX herein.

The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XVII

RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

**Section 1.** New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills through a contractor or through an examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

**Section 2.** The Apprenticeship and Training Standards approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training and the Rhode Island State Apprenticeship Council are hereby incorporated by reference as a part of this Agreement.

**Section 3.** The Apprentice wage rates:

<u>Hours of Credit</u>	<u>Wage Rate</u>
0 - 999	60% of Journey Worker
1,000 - 1,999	70% of Journey Worker
2,000 - 2,999	80% of Journey Worker
3,000 - 3,999	90% of Journey Worker
over - 4,000	Journey Worker

**Section 4.** The Employer may pay a higher rate at its option. The Employer agrees to notify the JATC if this option is exercised.

**Section 5.** The Employer shall pay an Apprentice the full fringe benefit package

as described in this contract.

Section 6. The Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. It is the intent of the parties that this provision will not result in the displacement of Journey Workers. Nothing contained in this section is intended to contradict the language found in Section 1 above.

Section 7. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional five (5) Journey Workers.

Section 8. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills.

Section 9. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker, unless the Employer deems it unfeasible.

Section 10. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

#### ARTICLE XVII

#### NEW ENGLAND LABORERS' LABOR-MANAGEMENT

#### COOPERATION TRUST FUND

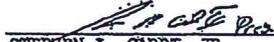
Section 1. Each employer agrees to pay Fifteen (15¢) Cents per hour worked by each employee covered by the terms of this Agreement to a fund known as the "New England Laborers' Labor-Management Cooperation/Trust Fund.

Any future increase of contributions to the New England Laborers' Labor-Management Cooperation Trust Fund shall be made in accordance with Article X of this Agreement.

Section 2. Said Sums will be paid into said Fund not later than the twentieth day of each and every month for hours worked by said employee up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives the 4 day of June A. D., 2013.

CONSTRUCTION INDUSTRIES OF RHODE ISLAND (CIRI)

  
STEPHEN A. CARDI, JR.  
President  
6/4/13

RHODE ISLAND LABORERS' DISTRICT COUNCIL of the Laborers' International Union of North America AFL-CIO on behalf of Local Union 271, Providence, Rhode Island

  
MICHAEL F. SABITONI  
Business Manager  
410 South Main St.  
Providence, Rhode Island 02903  
Tel.: (401) 751-6565

Execution Date: 03/13

CONSTRUCTION & GENERAL LABORERS' LOCAL UNION 271

  
MICHAEL F. SABITONI  
Business Manager

WITNESSES  


# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Manafort Brothers Incorporated  
414 New Britain Avenue  
Plainville, CT 06062

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
333 S. Wabash Ave.  
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

State of Rhode Island and Providence Plantations  
One Capitol Hill  
Providence, RI 02908

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)

Pastore Center Permanent Erosion Repair Cranston, RI. Project No. 7550083

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 11th day of January, 2016

  
(Witness)

  
(Witness) Heather Maynard

Manafort Brothers Incorporated

(Principal)

(Seal)

By:

(Title) James A. Manafort, Jr. - President

Western Surety Company

(Surety)

(Seal)

By:

(Title) Chelsy Aligizakis Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Gary J Giulietti, William B Bridgman, Holly L Lynch, Chelsy Aligizakis, Douglas P Irvin, Kathleen M Coen, Individually**

of Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2015.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

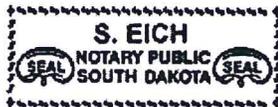
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



*S. Eich*

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January, 2016.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2014**

ASSETS

Bonds	\$1,824,951,414
Stocks	23,975,582
Cash, cash equivalents, and short-term investments	51,536,164
Investment income due and accrued	22,267,675
Premiums and considerations	41,696,249
Amounts recoverable from reinsurers	(11,221,508)
Federal and foreign income taxes recoverable	7,401,709
Net deferred tax asset	20,261,713
Receivable from parent, subsidiaries, and affiliates	17,380,167
Other assets	3,799
Total Assets	\$1,998,252,964

LIABILITIES AND SURPLUS

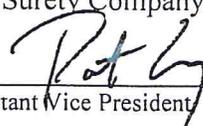
Losses	\$302,997,505
Reinsurance payable on paid losses and loss adjustment expenses	(15,267,712)
Loss adjustment expense	64,134,995
Contingent and other commissions payable	6,099,306
Unearned premiums	259,011,845
Advance premiums	5,321,610
Payable to parent, subsidiaries and affiliates	107,843
Other liabilities	7,821,458
Total Liabilities	\$630,226,850

Surplus Account:

Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	280,071,837	
Unassigned funds	1,083,954,277	
Surplus as regards policyholders		\$1,368,026,114
Total Liabilities and Capital		\$1,998,252,964

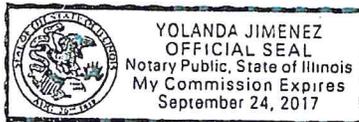
I, Peter Locy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By   
Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2015,

My commission expires:



  
Notary Public