

GENERAL CONTRACTORS &
CONSTRUCTION MANAGERS

7101 Guilford Drive, Suite 203
Frederick, MD 21704

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: WEST VIRGINIA DIVISION OF NATURAL RESOURCES

SOLICITATION NO.: DNRL13223

BID OPENING DATE: 07/11/13

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: (301) 694-3017

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [] Technical
[] Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

June 27, 2013 at 1:30 PM. EST.

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

07/31/13 01:28:39 PM
West Virginia Purchasing Division

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: WAYNESBORO CONSTRUCTION CO., INC.

Contractor's License No. ██████████

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractors will be used if the bidder will perform the work

d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

Cacapon Resort State Park
Cacapon Lodge
DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Base Bid

The Base Bid shall consist of all of the work described in Section 01 1000 Summary and contained in the Construction Documents.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in **numbers**.

\$ 21,980,000 -

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in **words**.

TWENTY ONE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS

Additive/Deductive Alternates

The Alternate Bids shall consist of all of the work described in Section 01 2300 Alternates.

Provide a lump sum cost to be **added** to the Base Bid for Alternate No. 1

Total Alternate No. 1 Bid: (Entrance Canopy) Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in **numbers**.

\$ 335,000 -
~~THREE~~

Total Alternate No. 1 Bid: (Entrance Canopy) Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in **words**.

THREE HUNDRED THIRTY FIVE THOUSAND DOLLARS

Cacapon Resort State Park
Cacapon Lodge
DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-2

Provide a lump sum cost to be **deleted from** the Base Bid for Alternate No. 2

Total Alternate No. 2 Bid:
(Thin Stone Veneer) Lump
sum for all labor, materials,
and equipment as stipulated
in the Bidding Documents,
written in **numbers**.

\$115,050-

Total Alternate No. 2 Bid:
(Thin Stone Veneer) Lump
sum for all labor, materials,
and equipment as stipulated
in the Bidding Documents,
written in **words**.

ONE HUNDRED FIFTEEN THOUSAND
FIFTY DOLLARS

Provide a lump sum cost to be **deleted from** the Base Bid for Alternate No. 3

Total Alternate No. 3 Bid:
(PTHP Mechanical Units)
Lump sum for all labor,
materials, and equipment as
stipulated in the Bidding
Documents, written in
numbers.

\$450,000-

Total Alternate No. 3 Bid:
(PTHP Mechanical Units)
Lump sum for all labor,
materials, and equipment as
stipulated in the Bidding
Documents, written in **words**.

FOUR HUNDRED FIFTY THOUSAND
DOLLARS

Cacapon Resort State Park
 Cacapon Lodge
 DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-3

Unit Prices

The following are Unit Prices for specific portions of the Work as listed and are to be furnished to provide a basis for a change order should the work become necessary. It is not possible at the time of bidding to determine if these two items will be necessary. All Unit Prices shall include Overhead, Profit, Taxes, Bonds, etc. The following is the list of Unit Prices:

Base Bid shall include floor preparation for 'Slab on Grade with new finishes'. Floor preparation shall be defined by the following Specification Sections:

- 09-6223 Bamboo Flooring – paragraph 3.01(B)
- 09-6429 Wood Strip and Plank Flooring – paragraph 3.01(G)
- 09-6500 Resilient Flooring – paragraph 3.01(D)
- 09-6800 Carpeting-3.01 – paragraph 3.01(B)

The Contractor shall include 5,000 square feet of floor preparation in the Base Bid.

Provide a Unit Price for floor preparation as follows:

Unit Price to ADD Floor preparation as defined is \$ 2.50 per square foot. The unit price will be used to determine the amount of a change order, should additional floor areas require preparation beyond the 5,000 square feet included in the base bid. This will only be contemplated should field testing for moisture content in concrete slabs indicate that it is necessary, prior to installation of floor finishes.

Provide a Unit Price for the sprinkler fire pump as described in the bidding documents:

Unit price to ADD the complete installation of sprinkler fire pump with all necessary labor, equipment and mechanical and electrical parts and associated walls and doors as defined in the construction documents for \$ 61,500-. The unit price to add the sprinkler fire pump will be used to determine the amount of a change order should the pressure test of water line included in this contract not provide the pressure that would satisfy the NFPA Code or the State Fire Marshal. The decision to add this pump will be made by the owner, based on water flow/pressure tests after installation of the new water line.

All changes in the contract will require approval from the Division of Purchasing.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The award of this contract is contingent upon availability of funds from a bond sale authorized for this project. We anticipate these funds to be available prior to bid opening; however, due to events beyond the control of this Agency, there could be a delay or cancellation of the award. Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

Cacapon Resort State Park
Cacapon Lodge
DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-4

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF MORGAN, TO-WIT:

I, GREGORY W. BROWN, after being first duly sworn, depose and state as follows:

- 1. I am an employee of WAYNESBORO CONSTRUCTION CO., INC.; and,
(Company Name)
- 2. I do hereby attest that WAYNESBORO CONSTRUCTION CO., INC.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

WAYNESBORO CONSTRUCTION CO., INC.
(Company Name)

By: 

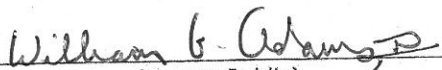
Title: PRESIDENT

Date: 7/29/13

Taken, subscribed and sworn to before me this 29th day of July 2013.

By Commission expires Jan. 8, 2014

(Seal)


(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
WILLIAM G. ADAMS IV, NOTARY PUBLIC
WAYNESBORO BORO., FRANKLIN COUNTY
MY COMMISSION EXPIRES JAN. 8, 2014

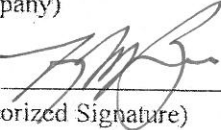
Rev March 2009

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

WAYNESBORO CONSTRUCTION CO., INC.

(Company)



(Authorized Signature)

GREGORY W. BROWN, PRESIDENT

(Representative Name, Title)

(301) 662 - 1150

(301) 694 - 3017

(Phone Number)

(Fax Number)

7/29/13

(Date)

RFQ No. DNRL13223

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: GREGORY W. BROWN, PRESIDENT

Authorized Signature: *[Signature]* Date: 7/29/13

State of WEST VIRGINIA PENNSYLVANIA

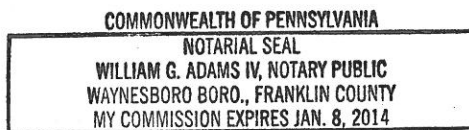
County of MORGAN FRANKLIN, to-wit:

Taken, subscribed, and sworn to before me this 29th day of July, 2013

My Commission expires Jan 8, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC *William G Adams*



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNRL13223

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- Addendum No. 1 - 06/04/13 Addendum No. 6
- Addendum No. 2 - 06/10/13 Addendum No. 7
- Addendum No. 3 - 06/13/13 Addendum No. 8
- Addendum No. 4 - 06/26/13 Addendum No. 9
- Addendum No. 5 - 07/15/13 Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

WAYNESBORO CONSTRUCTION CO., INC.

Company



Authorized Signature

7-29-13

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Engle-Hambright & Davies, Inc.
115 East King Street
P. O. Box 83080
Lancaster, PA 17608-3080

717/394-5681 or
800/544-7292
FAX: 717/394-2115
ehd-ins.com



Consent of Surety

June 24, 2013

West Virginia Division of Natural Resources
State Park Section
324 Fourth Avenue
South Charleston, WV -

RE: Waynesboro Construction Co., Inc.
Cacapon State Park Lodge Expansion

BID DATE: 6/27/2013

To Whom It May Concern:

We are pleased to be the surety agent for the above-referenced contractor. In the event this firm enters into a contract with you for this project, Travelers Casualty and Surety Company of America is prepared to execute the required Performance and Payment bonds in the full amount of the contract.

Should you have any questions, please feel free to contact me.

Travelers Casualty and Surety Company of America

Sheila E. Turnbull
Attorney-In-Fact

DIVISION OF NATURAL RESOURCES
Agency JOBSITE
REQ.P.O# DNRL13223

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, WAYNESBORO CONSTRUCTION COMPANY, INC.
of 7101 GUILFORD DRIVE, SUITE 203, FREDERICK, MD 21704, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA of 10 SENTRY PARKWAY SUITE 300, a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of BLUE BELL, PA 19422, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of FIVE PERCENT OF TOTAL (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for CACAPON STATE PARK LODGE EXPANSION, BERKELEY SPRINGS, WV 25411 ADDITION OF NEW BUILDING WITH FOUR (4) FLOORS WITH APPROXIMATELY 67,000SF. A PROTION OF EXISTING 45,000SF BUILDING IS RENOVATED.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 27TH day of JUNE, 20 13.

Principal Corporate Seal

WAYNESBORO CONSTRUCTION COMPANY, INC.
(Name of Principal)

By [Signature]
(Must be President or Vice President)

PRESIDENT
(Title)

Surety Corporate Seal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Name of Surety)

[Signature]
Attorney-in-Fact, SHELLA E. TURNBULL

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



POWER OF ATTORNEY

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
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225257

Certificate No. 005331982

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty 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 are corporations duly organized under the laws of the State of Connecticut, 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

Alan P. Lubas, James E. Bradford Jr., Sheila E. Turnbull, and Sarah E. Jordan

of the City of Lancaster, State of Pennsylvania, 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 14th day of January, 2013.

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
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 14th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President 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, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

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 JUNE, 20 13.


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.