



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

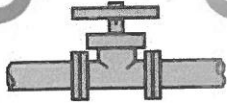
Solicitation

NUMBER
GSD146431

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET
304-558-2596

VENDOR ROOM



P.O. Box 480
Culloden, WV 25510

HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
06/12/2014

BID OPENING DATE: **06/19/2014**

BID OPENING TIME **1:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.03						
ADDENDUM ISSUED TO PUBLISH AND DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY.						
0001	1	LS		968-96		
REPAIR PIPES AND REPLACE VALVES IN BLD. 5 & 6						
***** THIS IS THE END OF RFQ GSD146431 ***** TOTAL:						
06/19/14 12:52:43PM West Virginia Purchasing Division						

SIGNATURE *Mitchell Smith* TELEPHONE **304-552-0121** DATE **6-19-14**
 TITLE *president* FEIN **55-0749511** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**Proposal Form – RFQ#GSD146431
VALVE REPLACEMENT FOR
BUILDING NOS. 5 & 6
WEST VIRGINIA CAPITOL COMPLEX**

NAME OF BIDDER: CIMCO INC

The aforementioned, hereinafter called Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

BASE BID:

For the sum of: EIGHT HUNDRED ONE THOUSAND ⁰⁰ DOLLARS
(\$ 801,000⁰⁰).

(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

BID BREAKDOWN:

For Owner accounting purposes only, provide a breakdown of the Base Bid, by Building, as follows:

Base Bid, Building Five (\$ 390,000⁰⁰)
Base Bid, Building Six (\$ 411,000⁰⁰)

A Unit Price is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract.

Unit Price No. 1:	Installation of 2" Rigid Insulation. 500 Square Feet is included in the Base Bid. See Section 07 2100 Thermal Insulation See Section 01 2200 Unit Prices	\$	<u>3.90</u>	Add or Deduct Per Square Foot
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A Unit Price is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract.

<p>Unit Price No. 2:</p>	<p>Installation of 3/4" diameter, Type L copper piping with 3/4" thick 3/4" inside diameter elastomeric foam pipe insulation. 200 Linear Feet is included in the Base Bid.</p> <p>See Section 23 2114 Hydronic Piping See Section 23 0719 HVAC Piping Insulation See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>35.⁰⁰</u></p>	<p>Add or Deduct Per Linear Foot</p>
<p>Unit Price No. 3:</p>	<p>Installation of 1" diameter, Type L copper piping with 3/4" thick 1" inside diameter elastomeric foam pipe insulation. 200 Linear Feet is included in the Base Bid.</p> <p>See Section 23 2114 Hydronic Piping See Section 23 0719 HVAC Piping Insulation See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>37.⁰⁰</u></p>	<p>Add or Deduct Per Linear Foot</p>
<p>Unit Price No. 4:</p>	<p>Installation of 1 1/4" diameter, Type L copper piping with 3/4" thick 1 1/4" inside diameter elastomeric foam pipe insulation. 200 Linear Feet is included in the Base Bid.</p> <p>See Section 23 2114 Hydronic Piping See Section 23 0719 HVAC Piping Insulation See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>46.⁰⁰</u></p>	<p>Add or Deduct Per Linear Foot</p>
<p>Unit Price No. 5:</p>	<p>Installation of 1 1/2" diameter, Type L copper piping with 3/4" thick 1 1/2" inside diameter elastomeric foam pipe insulation. 100 Linear Feet is included in the Base Bid.</p> <p>See Section 23 2114 Hydronic Piping See Section 23 0719 HVAC Piping Insulation See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>50.⁰⁰</u></p>	<p>Add or Deduct Per Linear Foot</p>

<p>Unit Price No. 6:</p>	<p>Installation of 2" diameter, Type L copper piping with 3/4" thick 2" inside diameter elastomeric foam pipe insulation. 100 Linear Feet is included in the Base Bid.</p> <p>See Section 23 2114 Hydronic Piping See Section 23 0719 HVAC Piping Insulation. See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>56.⁰⁰</u></p>	<p>Add or Deduct Per Linear Foot</p>
<p>Unit Price No. 7:</p>	<p>Removal and replacement of 3/4" Ball Valve. 10 Ball Valves are included in the Base Bid.</p> <p>See Section 23 0523 HVAC Valves See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>255.⁰⁰</u></p>	<p>Add or Deduct 3/4" Ball Valve</p>
<p>Unit Price No. 8:</p>	<p>Removal and replacement of 1" Ball Valve 10 Ball Valves are included in the Base Bid.</p> <p>See Section 23 0523 HVAC Valves See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>260.⁰⁰</u></p>	<p>Add or Deduct Per 1" Ball Valve</p>
<p>Unit Price No. 9:</p>	<p>Removal and replacement of 1 1/4" Ball Valve 10 Ball Valves are included in the Base Bid.</p> <p>See Section 23 0523 HVAC Valves See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>308.⁰⁰</u></p>	<p>Add or Deduct Per 1 1/4" Ball Valve</p>
<p>Unit Price No. 10:</p>	<p>Removal and replacement of 1 1/2" Ball Valve 10 Ball Valves are included in the Base Bid.</p> <p>See Section 23 0523 HVAC Valves See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>354.⁰⁰</u></p>	<p>Add or Deduct Per 1 1/2" Ball Valve</p>
<p>Unit Price No. 11:</p>	<p>Removal and replacement of 2" Ball Valve 10 Ball Valves are included in the Base Bid.</p> <p>See Section 23 0523 HVAC Valves See Section 01 2200 Unit Prices</p>	<p>\$</p>	<p><u>437.⁰⁰</u></p>	<p>Add or Deduct Per 2" Ball Valve</p>

Reference No. 1 Name:DAVID FERGUSON AT ZMM

Position:

ARCHITECT

Address:

222 LEE ST WEST CHARLESTON

Telephone Number:

304-342-0159

Project Name:

VARIOUS

Project Description:

SCHOOLS, HOSPITALS,**Reference No. 2 Name:**RON MAY MARSHALL UNIVERSITY

Position:

DIRECTOR OF PLANT OPERATIONS

Address:

ONE JOHN MARSHALL DRIVE HUNTINGTON

Telephone Number:

304-696-2585

Project Name:

VARIOUS PROJECTS ON CAMPUS

Project Description:

PLUMBING + HVAC**Reference No. 3 Name:**ED - TUCKER

Position:

ARCHITECT

Address:

916 FIFTH AVE HUNTINGTON

Telephone Number:

304-697-4990

Project Name:

VARIOUS

Project Description:

PLUMBING + HVAC



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, MITCHELL SMITH, after being first duly sworn, depose and state as follows:

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

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

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

By: Mitchell Smith
 Title: PRESIDENT
 Company Name: CIMCO INC
 Date: 6-19-14

Taken, subscribed and sworn to before me this 19 day of June, 2014.

By Commission expires Aug 13, 2018

(Seal)  OFFICIAL SEAL
 STATE OF WEST VIRGINIA
 NOTARY PUBLIC
 Carmela Redman
 Cimco Inc
 2336 Virginia Ave
 Hurricane WV 25526
 My Commission Expires Aug. 13, 2018

Carmela Redman
 (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.

RFQ No. GSD146431

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: CIMCO INC

Authorized Signature: Mitchell Smith Date: 6-19-14

State of West Virginia

County of Putnam, to-wit:

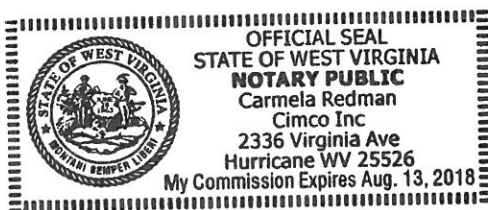
Taken, subscribed, and sworn to before me this 19 day of June, 20 14

My Commission expires Aug 13, 20 18

AFFIX SEAL HERE

NOTARY PUBLIC

Carmela Redman
Purchasing Affidavit (Revised 07/01/2012)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD146431

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

CIMCO INC

Company

Mitchell Smith

Authorized Signature

6-19-14

Date

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

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.

CIMCO INC

(Company)

Mitchell Smith

(Authorized Signature)

MITCHELL SMITH PRESIDENT

(Representative Name, Title)

304-562-0121

(Phone Number)

304-562-0320

(Fax Number)

6-19-14

(Date)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV025512

Classification:

HEATING, VENTILATING & COOLING
PIPING
PLUMBING

CIMCO INC
DBA CIMCO INC
PO BOX 480
CULLODEN, WV 25510


Date Issued

MAY 09, 2014

Expiration Date

MAY 09, 2015


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

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: CIMCO INC

Contractor's License No. WJ025512

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 AFFIDAVIT:** 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.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph. (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided:
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests:
- (3) The average number of employees in connection with the construction on the public improvement:
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **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.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

LIST OF PROPOSED SUBCONTRACTORS AND EQUIPMENT/MATERIAL SUPPLIERS

List below each major branch of work and major equipment/material supplier category for this proposal and the subcontractor or supplier proposed for that portion of work. Provide also the Contractor License Number for each subcontractor as required by the "West Virginia Contractor Licensing Act". If the branch of work is to be completed solely by an equipment/material supplier, indicate by notation below in the contractor license number column. The contractor is responsible for selecting or changing subcontractor or equipment/material supplier.

It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all subcontractors and equipment/material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors or equipment/material suppliers shall be at no cost to the Owner, as the Contractor has full responsibility for execution of the work.

I, Mitchell Smith representing CI-MCO INC
 (Signature of Responsible Company) (Company Name)
 on this date 6-19-14 submit the following list of subcontractors and major material suppliers for your review and comment. This is the final and complete list of companies who will be performing work or supplying materials for VALVE REPLACEMENT RFR GSD146431
 (Project Name)

I agree that once the subcontractors and material suppliers listed are approved for use by the Owner, no other subcontractors, or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner.

Branch of Work/ Material Category	Complete Name and Address Subcontractor/Supplier	Contractor License Number
1. <u>GENERAL TRADES</u>	<u>MILC</u> <u>500 B2 PRESTIGE PARK</u> <u>HURRICANE WV 25560</u>	<u>WV 04284</u>
2. <u>INSULATION</u>	<u>PRIME INSULATION</u> <u>PO BOX 9128</u> <u>SOUTH CHARLESSTON WV</u> <u>25304</u>	<u>WV 023110</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cimco, Inc.
of P.O. Box 480, Culloden, WV 25510, as Principal, and Travelers Casualty and Surety Company of
America of 1 Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Total Amount Bid (\$ 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 GSD146431: Valve Project for WV State Office Building #5 and 6 WV State Capitol Complex

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 19th day of June, 2014.

Principal Corporate Seal

Cimco, Inc.

(Name of Principal)

By Mitchell Smith

(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

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. 218346

Certificate No. 005026075

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

C. David Thomas, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of Charleston, State of West Virginia, 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 6th day of September, 2012.

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]
George W. Thompson, Senior Vice President

On this the 6th day of September, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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 19th day of June, 20 14.


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.