



RailWorks Track Systems, Inc.
1600 West 13th Street
Deer Park, TX 77536
Phone: (713) 815-7800

June 21, 2017

To: State of West Virginia
Department of Administration
Purchasing Division

Subject: Solicitation CRFQ 0804 RMA 1700000003
RailWorks Track Systems, Inc. Proposal No. 540-17721

To Whom It May Concern,

Per your request for proposal, RailWorks Track Systems, Inc. (RailWorks) submits the attached proposal and following clarifications for your consideration.

CLARIFICATIONS

- One mobilization/demobilization is included in our price
- Pricing assumes adequate security and storage area for materials and equipment
- Pricing contingent on a mutually agreeable schedule
- RailWorks will furnish all track material per RFQ
- Pricing for Item 3.1.4 includes a temporary cofferdam. We believe this temporary cofferdam is necessary for a quality installation of the gabion basket wall.

Thank you for your consideration of this proposal, if you have any questions or concerns please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "KA", written over a faint horizontal line.

Kevin Allen
RailWorks Track Systems, Inc.
(678) 334-1732
Kallen@railworks.com

Attachments:

1. Company Overview
2. Bid Form

WV Purchasing Division
06/22/17 08:50:46



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1600 West 13th Street
Deer Park, TX 77536
Phone: (713) 815-7800

COMPANY OVERVIEW

RailWorks is confident in the leadership and capabilities of our project management team members and confirm their availability and eagerness to serve should RailWorks win the aforementioned contract award. We also realize the importance of project management, including open communication and coordination between contractor and client.

Given RailWorks extensive past and ongoing experience relevant to this project, we ask you to carefully consider the following qualifications during your evaluation:

- Safety is not a program, slogan or buzzword at RailWorks. It's simply how we conduct business- from executive management to frontline laborers. We are committed to working accident and injury free and back that up with on-going training and daily briefings at all job sites, including specific FRA training to ensure compliance.
- RailWorks has exemplary, relevant experience to successfully complete all aspects of this project.
- Our project management approach reflects our many years of successful contracting practices. We are proud of our industry reputation for on-time completion, no-conflict contracting and enjoy excellent relationships with partners and subcontractors.
- RailWorks has the financial strength, including bonding and insurance capacity, to meet the project requirements.
- Our key personnel are qualified and highly experienced in managing and constructing complex railroad projects in an operating environment.
- We have extensive experience in quality assurance and control during the design and construction phases of complex work.
- Our track record for project delivery - on time and on budget - is unsurpassed.

RailWorks Corporation was founded in 1998 but has deep roots, dating back from a few decades to more than a century, when our founding companies were establishing themselves as leaders in their respective markets. Each one built a reputation for service excellence, innovative solutions and unparalleled industry expertise.

SAFETY

Our goal is for every RailWorks employee to understand that “acceptable” is not the performance metric for RailWorks. Excellence is what RailWorks strives to provide each and every client in terms of safety, quality, and production. RailWorks provides annual Roadway Worker Protection refresher training as required by FRA rules (49 CFR 214) and also provides annual training for regional railroads. In addition, RailWorks conducts periodic audits of all of our equipment operators. Operators who can't demonstrate the required competency are not permitted to operate equipment until they have completed refresher training. RailWorks extensively trains crews in other areas as well, such as OSHA and C-Stop. Crews assigned to surface mining operations also receive MSHA training.

EXPERIENCE

A variety of successful projects completed by RailWorks can be viewed at railworks.com/projects.

Exhibit A PRICE SHEET

| Item | Description | Unit Cost | Quantity | Extended Cost |
|-------|--|-------------------|----------|---------------------|
| | SBVR Bridge Repair | | | |
| 3.1.1 | Bridge 9.7 | \$38,000.00 | 1 | \$38,000.00 |
| | Replace 5 piles (12" round by 10' tall) | | | |
| | Replace 9 stringers (8" x 16" x 24') | | | |
| 3.1.2 | Bridge 10.0 | \$9,000.00 | 1 | \$9,000.00 |
| | Replace pile (10" round by 20' tall) | | | |
| | Replace pile (10" round by 17' tall) | | | |
| 3.1.3 | Bridge 14.7 | \$33,000.00 | 1 | \$33,000.00 |
| | Replace entrie deck - 35 ties 8" x 8" x 9' | | | |
| | Replace all stringers: | | | |
| | 12 - 8" x 16" x 27' | | | |
| | 4 - 8" x 16" x 20' | | | |
| | 4 - 8" x 16" x 13' | | | |
| | Replace 1 post - 12" x 12" x 7' | | | |
| 3.1.4 | Bridge 50.0 | \$190,000.00 | 1 | \$190,000.00 |
| | Add fill to NW wingwall (10 CY rip-rap) | | | |
| | Replace NW wingwall | | | |
| | Replace entire bridge deck: | | | |
| | 39 - 8" x 8" 10' | | | |
| | 86 - 8" x 12" x 10' on steel - 1" by 26" dap | | | |
| | Replace 4 stringers - 8" x 16" x 20'4" | | | |
| | | | | |
| | | TOTAL COST | | \$270,000.00 |

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: RAILWORKS TRACK SYSTEMS
 Contractor's License No.: WV- 034059

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 shall 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.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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. 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

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

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work.

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, **all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review.** A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.

d. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit 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 bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: RAILWORKS TRACK SYSTEMS

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. |
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Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

KEVIN ALLEN, DIVISION MANAGER
(Name, Title)

(Printed Name and Title)

1600 W. 13TH STREET, DEER PARK, TX 77536
(Address)

(678) 334-1732
(Phone Number) / (Fax Number)

KALLEN @ RAILWORKS.COM
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

RAILWORKS TRACK SYSTEMS
(Company)


(Authorized Signature) (Representative Name, Title)

KEVIN ALLEN, DIVISION MANAGER
(Printed Name and Title of Authorized Representative)

6/21/2017
(Date)

(678) 334-1732
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0804 RMA 170000003

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 checked="" 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.

RAILWORKS TRACK SYSTEMS
Company

[Signature]
Authorized Signature

6/21/2017
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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 exceed 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: RAILWORKS TRACK SYSTEMS

Authorized Signature: [Signature] Date: 6/21/2017

State of Colorado

County of Larimer, to-wit:

Taken, subscribed, and sworn to before me this 21st day of June, 2017.

My Commission expires 4/6, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Britney Pond

Britney Pond
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174014722
MY COMMISSION EXPIRES 04/06/21



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

COLORADO
STATE OF ~~WEST VIRGINIA~~,

COUNTY OF LARIMER, TO-WIT:

I, KEVIN ALLEN, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: KEVIN ALLEN
 Signature: [Handwritten Signature]
 Title: DIVISION MANAGER
 Company Name: RAILWORKS TRACK SYSTEMS
 Date: 6/21/2017

Taken, subscribed and sworn to before me this 21st day of June, 2017.

By Commission expires 4/16/21

(Seal)
 Britney Pond
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20174014722
 MY COMMISSION EXPIRES 04/08/21

[Handwritten Signature]
 (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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, RailWorks Track Systems, Inc.
of 1600 West 13th Street, Deer Park, TX 77536, as Principal, and Travelers Casualty and Surety Company
of America of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of CT
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 Proposal Price (\$ 5% of P.P.) 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
Bridge repair on 4 bridges on South Branch Valley Railroad

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 30th day of May, 2017.

Principal Seal

RailWorks Track Systems, Inc.
(Name of Principal)
By Gene J. Cellini
(Must be President, Vice President, or
Duty Authorized Agent) Gene J. Cellini
President, Secretary & Treasurer
(Title)

Surety Seal

Travelers Casualty and Surety Company of America
(Name of Surety)
Colette R. Chisholm
Colette R. Chisholm, Attorney-in-Fact

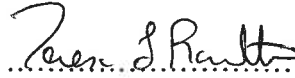
**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF New York } SS
COUNTY OF New York }

On this 30th day of May, 2017 before me personally appeared Gene J. Cellini to be known, who, being by me duly sworn, did depose and say; that he/she resides at 5 Lenox Ave. N.Y.C., that he/she is the President, Secretary & Treasurer of Railworks Tract System, Inc. the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

TERESA L. ROUNDTREE
Notary Public, State of New York
No. 01RO4983469
Qualified in New York County
Commission Expires July 1, 2019



TERESA L. ROUNDTREE
Notary Public, State of New York
No. 01RO4983469
Qualified in New York County
Commission Expires July 1, 2019

ACKNOWLEDGEMENT FOR PRINCIPAL, IF LIMITED LIABILITY COMPANY

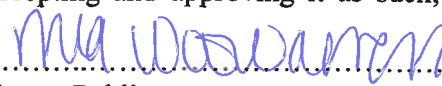
STATE OF } SS
COUNTY OF

On this day of, before me personally appeared to me known and known to me to be the of a Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York } SS
COUNTY OF New York }

On this MAY 30 2017, before me personally came Colette R. Chisholm to me known, who, being by me duly sworn, did depose and say; that he/she resides in New York County, State of New York at he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.


Notary Public

MIA WOO-WARREN
Notary Public, State of New York
No. 01WO6318091
Qualified in New York County
Commission Expires 01/20/2019

NY acknowledgment



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. 231618

Certificate No. 007182917

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

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, Nelly Renchiwich, Mia Woo-Warren, Michelle Wannamaker, and Dana Granice

of the City of Uniondale, State of New York, 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 11th day of April, 2017.

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: Robert L. Raney, Senior Vice President

On this the 11th day of April, 2017, 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, 2021.



Marie C. Tetreault
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 _____ day of **MAY 30 2017**, 20 ____.


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.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2016

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|--|-------------------------|---|-------------------------|
| CASH AND INVESTED CASH | \$ 23,923,843 | UNEARNED PREMIUMS | \$ 879,381,216 |
| BONDS | 3,472,087,233 | LOSSES | 758,091,002 |
| STOCKS | 321,318,705 | LOSS ADJUSTMENT EXPENSES | 224,272,289 |
| INVESTMENT INCOME DUE AND ACCRUED | 42,069,894 | COMMISSIONS | 39,769,777 |
| OTHER INVESTED ASSETS | 3,108,073 | TAXES, LICENSES AND FEES | 13,875,052 |
| PREMIUM BALANCES | 217,181,397 | OTHER EXPENSES | 42,557,946 |
| NET DEFERRED TAX ASSET | 69,571,968 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 11,351,548 |
| REINSURANCE RECOVERABLE | 23,137,819 | REMITTANCES AND ITEMS NOT ALLOCATED | 9,443,140 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 6,917,816 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 73,697,600 |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 9,661,930 | RETROACTIVE REINSURANCE RESERVE ASSUMED | 977,978 |
| ASSUMED REINSURANCE RECEIVABLE AND PAYABLE | 593,147 | POLICYHOLDER DIVIDENDS | 9,082,602 |
| OTHER ASSETS | 6,199,678 | PROVISION FOR REINSURANCE | 3,555,060 |
| | | ADVANCE PREMIUM | 1,786,267 |
| | | PAYABLE FOR SECURITIES | 3,948,166 |
| | | PAYABLE FOR SECURITIES LENDING | 6,917,816 |
| | | CEDED REINSURANCE NET PREMIUMS PAYABLE | 28,818,735 |
| | | REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES | 686,744 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 1,349,281 |
| | | TOTAL LIABILITIES | \$ 2,107,562,219 |
| | | CAPITAL STOCK | \$ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,647,905,524 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$ 2,088,189,284 |
| TOTAL ASSETS | \$ 4,195,751,503 | TOTAL LIABILITIES & SURPLUS | \$ 4,195,751,503 |

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2016.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 17TH DAY OF MARCH, 2017

