

**BID FORM AND PROPOSAL**

To: Milpitas Unified School District  
 Bond Dept. Room 702  
 1331 E. Calaveras Blvd.  
 Milpitas, CA 95035

From:  
 Name of Bidder Ramcon Eng. & Env. Contracting Inc.

Date: June 22, 2016

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No.15-21-07-01 for the transporting approximately 6,000 cubic yards of stockpiled soil to the District's planned new school site located at 1750 McCandless Drive, Milpitas, Santa Clara County, California.

PROJECT: Transportation of clean imported fill material

PROJECT/CONTRACT NO.: **15-21-07-01** between the Milpitas Unified School District and Contractor ("Contract") listed on the Scope Statement.

Bid Package #01 Bid Package Description: Provide services for transporting approximately 6,000 cubic yards of stockpiled soil to the District's planned new school site located at 1750 McCandless Drive, Milpitas, Santa Clara County, California. Refer to Plate 7-4: Site Plan (McCandless). *Work is required to be completed on or before July 15<sup>th</sup>, 2016.*

*SEE BID PACKAGE DESCRIPTIONS FOR UNIT COST  
 THAT MUST BE INCLUDED IN YOUR BID*

UNIT COST - 26.50 \$ 26.50  
 Cost Per Cubic Yard

One hundred fifty nine thousand Dollars \$ 159,000.00  
 TOTAL BASE BID as indicated in the  
 Summary of Work

*Add Alternate #1*  
*Costs associated with protection of facilities at Russell* \$ 2500.00

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders: Unit pricing based off of cost per cubic yard.
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Non-collusion Affidavit
8. The successful low bidder will agree to provide the following:
  - Performance Bond
  - Signed District Field Agreement
  - Confirmation of Registration by Contractor and all Subcontractors with the Department of Industrial Relations per SB854
9. Bidder acknowledges that the license required for performance of the Work is a C27 license.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.

11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 22 day of JUNE, 2016

Name of Bidder RAMCON ENG & ENV. CONTRACTING, INC.

Type of Organization CA. CORP

Signature 

Signed by MICHAEL S. RAMOS

Title of Signer PRESIDENT

Address of Bidder PO BOX 1026, WEST SACRAMENTO, CA 95691

Taxpayer's Identification No. of Bidder 68-0309208

Telephone Number 916-372-7535

Fax Number 916-372-4209

E-mail julie@ramcon.com Web page \_\_\_\_\_

Contractor's License No (s): No. 510034 Class A Expiration Date 09-30-17

No. \_\_\_\_\_ Class \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration No. 1000012361

If Bidder is a corporation, affix corporate seal.

Name of Corporation: RAMCON ENG. & ENV. CONTRACTING, INC.

President: MICHAEL S. RAMOS

Secretary: JULIE L. RAMOS

Treasurer: JULIE L. RAMOS

Manager: \_\_\_\_\_

**END OF DOCUMENT**

00557.00001/425943.1

**Scope of Work**  
**Transportation of Clean Imported Fill Material**  
**Milpitas Unified School District**  
**New TK-6 School Site**

**Project Overview**

Milpitas Unified School District (District) is requesting proposals from qualified contractors to provide services for transporting approximately 6,000 cubic yards of stockpiled soil to the District's planned new school site located at 1750 McCandless Drive, Milpitas, Santa Clara County, California. Refer to attached Site Plan (McCandless).

**Borrow Source Property**

The borrow source is located at the Thomas Russell Middle School, 1500 Escuela Parkway in Milpitas, Santa Clara County, California. Site improvement activities currently being performed at the middle school property has resulted in the generation of approximately 6,000 cubic-yards of soil currently stockpile at the borrow site. The soil has been tested and is identified as "clean fill material".

The soil staged in one large stockpile, on the ground surface. The soil is described as lean clay with sand.

**Scope of Work:**

- I. Load soil onto trucks (bottom dumps) – (6,000 cy).
  - a. Estimate average number of trucks per day: 83.
  - b. Estimate total number of truck trips: 500.
  - c. Provide dust control.
  - d. Final site grading not required.
  
- II. Transport Trucks from the borrow site to the receiving site (McCandless Drive school site).
  - a. Transportation Plan prepared by others and approved by City of Milpitas.
  
- III. Unload trucks at McCandless Drive school site.
  - a. Unload trucks at the designated area.
  - b. Transported soil will be managed using a dozer to minimize overall footprint.
  - c. Provide dust control.
  - d. Provide stormwater BMPs (ie., straw wattles) for soil stockpile area.

**Schedule:** Work to be completed on or before July 8, 2016.

**NONCOLLUSION AFFIDAVIT**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA

) ss.

COUNTY OF SANTA CLARA

Michael Ramos being first  
duly sworn deposes and says that he or she is President  
of Ramcon Engineering & Environmental the Bidder making the foregoing Bid that the Bid is not  
made in the interest of, or on behalf of, any undisclosed person, partnership, company,  
association, organization, or corporation; that the Bid is genuine and not collusive or sham; that  
the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or  
sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any  
bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the  
Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the Bid price of the Bidder or any other bidder, or to fix any  
overhead, profit, or cost element of the Bid price, or of that of any other bidder, or to secure any  
advantage against the District of anyone interested in the proposed Contract; that all statements  
contained in the bid are true; and, further, that the Bidder has not, directly or indirectly,  
submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged  
information or data relative thereto, or paid, and will not pay, any fee to any corporation,  
partnership, company association, organization, bid depository, or to any member or agent  
thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that  
all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: June 22, 2014

Property Name of Bidder: Ramcon Engineering & Environmental Contracting Inc.

Signature: 

Print Name: Michael Ramos

Title: President

END OF DOCUMENT





• Bond Department • 1331 E Calaveras Blvd, Milpitas, CA 95035 • (408) 635-2600 x6122

June 21, 2016

## McCandless Site Transportation of Clean Imported Fill Material – **Addendum No. 4**

In preparing bids, the Bidder shall take into consideration the following items. Information shown herein supersedes requirements issued under previous date.

The bid deadline is **Thursday, June 23, 2016 at 2:00 p.m.**, per Addendum No. 1. All bids are to be received in the Facilities Modernization department, located at **1331 E. Calaveras Blvd, Room 702, Milpitas, CA 95035**, prior to the deadline.

### **Addendum Item**

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#### **AD 4.1**

**Question:** Will certified payroll need to be entered electronically or will hard copies be acceptable?

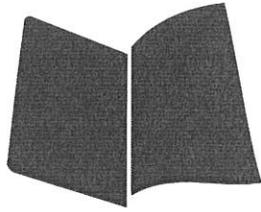
**Answer:** The District will be submitting the awarding vendor information to the DIR portal. It is the responsibility of the awarding vendor to upload payroll and applicable documents onto the DIR website. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

#### **AD 4.2**

**Question:** Is it required for these drivers to be part of the Teamsters union or is prevailing wage the only requirement?

**Answer:** The drivers are to be paid prevailing wage, they are **NOT** required to be in the Teamsters union.

END OF ADDENDUM



# MILPITAS

UNIFIED SCHOOL DISTRICT

• Bond Department • 1331 E Calaveras Blvd, Milpitas, CA 95035 • (408) 635-2600 x6122

June 17, 2016

## McCandless Site Transportation of Clean Imported Fill Material – **Addendum No. 3**

In preparing bids, the Bidder shall take into consideration the following items. Information shown herein supersedes requirements issued under previous date.

The bid deadline is **Thursday, June 23, 2016 at 2:00 p.m.**, per Addendum No. 1. All bids are to be received in the Facilities Modernization department, located at **1331 E. Calaveras Blvd, Room 702, Milpitas, CA 95035**, prior to the deadline.

### **Addendum Item**

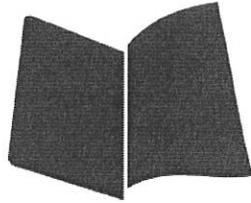
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#### **AD 3.1**

**Question:** Are the transport truck drivers subject to prevailing wages (certified payroll)?

**Answer:** Yes, the truck drivers would be paid prevailing wages.

END OF ADDENDUM



# MILPITAS

## UNIFIED SCHOOL DISTRICT

• Bond Department • 1331 E Calaveras Blvd, Milpitas, CA 95035 • (408) 635-2600 x6122

June 9, 2016

### McCandless Site Transportation of Clean Imported Fill Material – Addendum No. 2

In preparing bids, the Bidder shall take into consideration the following items. Information shown herein supersedes requirements issued under previous date.

The bid deadline is **Thursday, June 23, 2016 at 2:00 p.m.**, per Addendum No. 1. All bids are to be received in the Facilities Modernization department, located at **1331 E. Calaveras Blvd, Room 702, Milpitas, CA 95035**, prior to the deadline.

#### **Addendum Item**

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##### **AD2.1**

**Question:** What site access information have you provided?

**Answer:** No information has been given to the bidders to date. The awarded bidder will have full access to the McCandless site. They must be mindful of and coordinate with the onsite contractor, American Integrated Services, Inc., to some extent. American Integrated Services is located in the southern area of the site.

On the Russell site, the awarded bidder is required to coordinate with the contractor, McCarthy Builders, Co.

##### **AD2.2**

**Question:** Will a flagger and supervision be required at Russell & McCandless?

**Answer:** Yes.

##### **AD2.3**

**Question:** Will watering and street sweeping be provided at Russell & McCandless?

**Answer:** No it is not provided, but it is required. Water hookup is available at Russell, but not at McCandless.

##### **AD2.4**

**Question:** Who is responsible for preparing the transportation plan and coordinating approval with the City?

**Answer:** The awarded bidder will prepare and provide this to the City. Milpitas USD can assist in the preparation and the submittal to the City.

**AD2.5**

**Question:** Is it a requirement at McCandless to provide waddles around the stockpile?

**Answer:** The City requested plastic covering but stated that they will consider other measures. One alternative measure might be Hydro Mulch.

**AD2.6**

**Question:** What is required of prospective bid for protection of existing conditions?

**Answer:** The low bidder must protect Russell site from damage. This includes damage to curbs, ramps, base rock subgrade, AC paving adjacent to Escuela Parkway. How this is achieved is at the bidder's discretion.

**AD2.7**

Please see revised bid form and proposal for with add alternate #1. The basis of the award will be based upon the total of the bid + add alt #1.

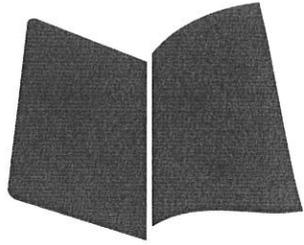
**AD2.8**

**Work is required to be completed on or before July 15<sup>th</sup>, 2016. Asphalt paving will be poured soon after.**

**AD2.9**

Last day to submit questions is Friday, June 17, 2016. The last day Milpitas USD will distribute an addendum is Monday, June 20, 2016.

END OF ADDENDUM



# MILPITAS

## UNIFIED SCHOOL DISTRICT

• Bond Department • 1331 E Calaveras Blvd, Milpitas, CA 95035 •(408) 635-2600 x6122

June 8, 2016

### McCandless Site Transportation of Clean Imported Fill Material – Addendum No. 1

In preparing bids, the Bidder shall take into consideration the following items. Information shown herein supersedes requirements issued under previous date.

#### **Addendum Item**

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##### **AD1.1**

Pre-qualification is due Thursday, June 9, 2016. Bidder must be prequalified prior to submitting their bid.

##### **AD1.2**

Bid deadline has changed to Thursday, June 23, 2016 at 2:00 p.m.

END OF ADDENDUM

DOCUMENT 00150

**BID BOND**

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Ramcon Engineering & Environmental Contracting, Inc. as Principal ("Principal"),

and Travelers Casualty and Surety Company of America as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do business as a surety in the State of California, are held and firmly bound unto the Milpitas Unified School District ("District") of Santa Clara County, State of California as Obligee, in the sum of Not to exceed 10% of bid amount, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

now, therefore, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of

time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 7<sup>th</sup> day of June, 2016.

(Affix Corporate Seal)

Ramcon Engineering & Environmental Contracting, Inc.

Principal

  
By: **MICHAEL S. RAMOS, PRESIDENT**

(Affix Corporate Seal)

Travelers Casualty and Surety Company of America

Surety

  
By: Erin Johnson, Attorney-in-Fact

Edgewood Partners Insurance Center

Name of California Agent of Surety

Address of California Agent of Surety:

2381 El Camino Avenue  
Sacramento, CA 95821

Telephone Number of California Agent of Surety:

(916) 481-8108

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

00557.00001/425952.1

MILPITAS UNIFIED SCHOOL DISTRICT  
McCandless Site Transportation of Clean Imported Fill Material

BID BOND  
DOCUMENT 00150-2

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

*Travelers Casualty and Surety Company of America*

*of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,  
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 1st day of July, 1997, I have hereunto set my hand and caused my official seal to be affixed this 16th day of June, 1997.*

Fee \$92.00

Chuck Quackenbush  
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury  
Deputy

Certification

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2007.*

Steve Poizner  
Insurance Commissioner

By *Pauline D'Andrea*  
Pauline D'Andrea

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 6/7/16 before me, Sokha Evans, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

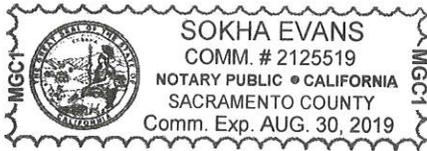
personally appeared Erin Johnson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Sokha Evans  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
Travelers Casualty and  
Surety Company of  
America

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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. 228896

Certificate No. 006786338

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

Sharon J. Rusconi, Sandra R. Black, Erin Johnson, and Sokha Evans

of the City of Concord, State of California, 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 10th day of May, 2016.

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 10th day of May, 2016, 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.



[Signature: 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

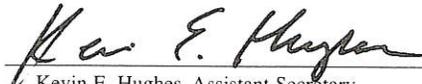
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 7th day of June, 2016.

  
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](http://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.

