

Rhode Island Quasi-Public Contract Offer By  
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

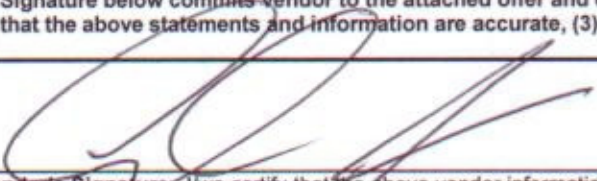
**Bid/RFP Number:** 2166A4  
**Bid/RFP Title:** CONSTRUCTION OF THE URI WELLNESS & FITNESS CENTER  
**Bid Contact Person:** PURCHASING  
**Bid Contact Phone:** (401) 874-2171  
**Opening Date & Time:** 12/1/2011 1:00 PM  
**RIVIP Vendor ID #:** 3399  
**Vendor Name:** Calson Construction Corporation  
**Address:** 34 Oakdale Avenue  
Johnston, RI 02919 USA  
**Telephone:** (401) 272-1100  
**Fax:** 401-272-0035  
**E-Mail:** calsoncorp@aol.com  
**Contact Person:** Caroline Calcagni  
**Title:** President

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**Submission Information**

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.

  
Vendor's Signature. I/we certify that the above vendor information is correct and complete.

Date 12-1-2011

Caroline Calcagni, President

Print Name and Title of company official signing offer



THE  
UNIVERSITY  
OF RHODE ISLAND  
DIVISION OF  
ADMINISTRATION  
AND FINANCE

THINK BIG  WE DO™

PURCHASING DEPARTMENT  
581 Plains Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 url: uri.edu/purchasing

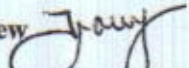


**BID/PROPOSAL**

COMMODITY: CONSTRUCTION: WELLNESS & FITNESS CTR DATE: 10/31/2011

FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 2166 RFP NO. \_\_\_\_\_

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 11/22/2011 TIME: 3:00PM

BUYER: TRACEY ANGELL/ew  SURETY REQUIRED: YES: X NO: \_\_\_\_\_

PRE-BID/PROPOSAL CONFERENCE: DATE: 11/8/2011 TIME: 10:00 AM

MANDATORY: YES: X NO: \_\_\_\_\_

LOCATION: URI ROGER WILLIAMS CENTER, BUTTERFIELD ROAD  
KINGSTON, RI 02881

BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.  
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: Calson Construction Corporation

FEIN: per addendum #4

STREET AND NUMBER: 34 Oakdale Ave

CITY, STATE & ZIP CODE: Johnston, RI 02919

ORDERING E-MAIL ADDRESS: calsoncorp@aol.com

**No offer will be considered that is not accompanied by the attached  
University of Rhode Island Bidder Certification Form/Contract Offer  
completed and signed by the offeror.**

Caroline Calcagni, President  
Print Name and Title

  
Signature

11-22-11  
Date

401-272-1100 (f) 401-272-0035

Telephone Number/Facsimile Number

per addendum #4  
Company F.E.I.N.

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**

*The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.*



## University of Rhode Island Bidder Certification Form/Contract Offer

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM/CONTRACT OFFER. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

### Rules for Submitting Offers

This Certification Form/Contract Offer must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form/Contract Offer, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE and OSHA SAFETY TRAINING REQUIREMENTS. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws §37-13-1 et seq. and §28-20-1 et seq. shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

Apprenticeship Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at One Million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), Vendor Information, Bid/Grant Opportunities, External Postings, Bidding Entities: University of Rhode Island, Bid Status: Awarded or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.



Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

**BID SURETY.** Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

**SPECIFICATIONS.** Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

**VENDOR AUTHORIZATION TO PROCEED.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

**REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: [www.ribghe.org/procurementregs113006.pdf](http://www.ribghe.org/procurementregs113006.pdf) and [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

**PERFORMANCE BONDS.** Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

**DEFAULT and NON-COMPLIANCE** Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

**COMPLIANCE** Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

Effective January 1, 2011 all *public works project* related bids or proposals exceeding One Million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc., shall state that any bid or proposal that exceeds One Million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of One Million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R.I. Gen. Laws §37-2-18 (P.L. 221) [www.rilin.state.ri.us/PublicLaws/law10/law10221.htm](http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm) and Purchasing Rules & amendment at [www.purchasing.ri.gov/Notices2.aspx](http://www.purchasing.ri.gov/Notices2.aspx).

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws §37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations became final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).



**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements. Incomplete certification forms are grounds for disqualification of offer.

**You MUST answer 'Yes' or 'No' to the following questions:**

N 1 Has your firm (or any principal) been subject to the following findings by the Federal Government, State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM (S)

N 2 Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?

Y 3 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 4 I/we acknowledge that, in accordance with (1) RIGL Section §37-2-54(C) "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent.

Y 5 I/we certify that all of the vendor information provided is correct and complete.

Y 6 I/we certify that I or my firm possesses all licenses required by Federal and State law and regulation as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

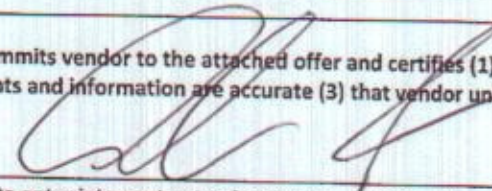
Y 9 I/we acknowledge that the provisions and procedures set forth in the form apply to any contract arising from this offer.

Y 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General laws of Rhode Island) and , Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) and the Board of Governors Website ([www.righe.org/procurementregs113006.pdf](http://www.righe.org/procurementregs113006.pdf)) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Y 11 NEW REQUIREMENT\*- IMPORTANT!! I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding One Million Dollars (\$1,000,000), inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws §37-2-18 and the "Rules, Regulations and General Conditions of Purchasing". It is further understood that any bid or proposal in excess of One Million dollars (\$1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 OR 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #3 - 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT.

Signature below commits vendor to the attached offer and certifies (1) that the offer reflects all solicitation amendments (2) that the above statements and information are accurate (3) that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature:  Bid Number: 2166 Date: 12-1-11  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Carlone Calcagni, President

Print Name and Title of Company official signing offer

401-272-1100

Telephone Number



URI WELLNESS AND FITNESS CENTER June 20, 2011  
WILLIAM KITE ARCHITECTS, INC.  
KITE Project No. 0819

DOCUMENT 00 41 00 - BID FORM

Date: 12-1-11

To: University of Rhode Island  
PURCHASING DEPARTMENT  
Dining Services Center  
581 Plains Road, Suite 3  
Kingston, RI 02881

Project: URI WELLNESS AND FITNESS CENTER  
University of Rhode Island, Kingston Campus

Submitted by: Calson Construction Company  
(include address, 34 Oakdale Ave, Johnston, RI 02919  
tel. & FAX nos.,  
and license no.,  
if applicable) 401-272-1100 (f) 401-272-0035 #19046

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by William Kite Architects, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Ten-Million-One-Hundred-Ten-Thousand-Dollars (\$ 10,110,000.00)  
(written, and numerically)

We have included the specified cash and contingency allowances from Section 01 20 00 in Division 1 of the Specifications in the above Bid sum as follows:

Construction Allowance	\$ 450,000.00
Other Allowance	\$ 0.00
Total Allowances	\$ 450,000.00

We have included the required Bid security as required by the Invitation to Bid in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.

We have included the original Bid and required additional "public copy" as required by Document 00 20 00 - Instructions to Bidders.

LINE ITEMS:

The following items are included in the above total, and enumerated for the Owner's information only:

FIRE ALARM AND FIRE SAFETY:

Forty-Thousand-Dollars & 00cents (\$ 40,000.00)  
(written, and numerically)

AUDIO/VISUAL COMPONENTS AND SYSTEM  
Include all equipment:

Two-Hundred-Thousand-Dollars & 00cents (\$ 200,000.00)  
(written, and numerically)

2. ALTERNATES

Our proposals to modify the above Bid as identified by numbered Alternatives specified in Section 01 20 00 in Division 1 of the Specifications are as follows:

Alt 01 Nutrition Kitchen and Seminar Room

Add/ Reduce (circle one) Two-Hundred-Ninety-Three- (\$ 293,000.00)  
Thousand-Dollars & 00cents



(written, and numerically)

Alt.02 Bouldering Wall Allowance

Add **SIXTY THOUSAND AND 00/100** (\$ 60,000.00)  
(written, and numerically)

Alt.03 Cladding System

~~Add~~ / Deduct (circle one) **Seventy-Four-Thousand-** (\$ 74,000.00)  
(written, and **Dollars & 00cents** numerically)

Alt.04 Light Wall

Add / ~~Deduct~~ (circle one) **Thirty-Nine-Thousand-Five-** (\$ 39,500.00)  
(written, and **Hundred-Dollars & 00cents** numerically)

Alt.05 Rubber Corridor Tile

Add / ~~Deduct~~ (circle one) **Six-Thousand-Dollars & 00cents** (\$6,000.00)  
(written, and numerically)

Alt.06 Curtainwall

~~Add~~ / Deduct (circle one) **Two-Hundred-Thousand-** (\$ 200,000.00)  
(written, and **Dollars & 00cents** numerically)

Alt.07 Educational Signage

Add / ~~Deduct~~ (circle one) **One-Thousand-Four-Hundred-** (\$1,450.00)  
(written, and **Fifty-Dollars & 00cents** numerically)

### 3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

### 4. CONTRACT TIME

If this Bid is accepted, we will achieve **Substantial Completion of the Work by November 2, 2012**. We have included any and all premium time or additional staffing required to accommodate this schedule.

Liquidated Damages, Time is of the Essence:

If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows: **\$ 1,000.00 per calendar day**.

### 5. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 19046



6. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 11-8-11.

Addendum No. 2, dated 11-15-11.

Addendum No. 3, dated 11-21-11, etc.

Addendum #4 11-23-11

7. BID FORM SIGNATURE(S)

(Bidder's name)

By: Caroline Calcagni

Title: President

Corporate Seal:

END OF DOCUMENT



DOCUMENT 00 43 00 - BID SECURITY FORM

Know all men by these presents, that we Calson Construction Corporation  
(insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and  
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

(insert name and address or legal title of surety)

a corporation duly organized under the laws of the State of Massachusetts as Surety, hereinafter called  
the Surety, are held and firmly bound unto the Owner as defined in the Contract Documents for URI Project # 0819 as  
Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT OF THE AMOUNT OF BID (\$ 5%) for the payment of which sum well and truly to be made,  
the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

URI Wellness and Fitness Center  
Kingston, RI

(insert full name, address and description of project)

Now, therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 22nd day of November, 2011

Calson Construction Corporation

Principal

By:

Cordie Calcagni, President

Title

Witness

Witness

Liberty Mutual Insurance Company

Surety

By:

Joan A. Verardo, Attorney-in-Fact

END OF DOCUMENT



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**DONALD L. GOODRICH, ROGER E. WATSON, PHYLLIS A. NIGRIS, MICHAEL E. BROMAGE, JOAN A. VERARDO,**  
ALL OF THE CITY OF CRANSTON, STATE OF RHODE ISLAND .....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100** DOLLARS (\$ **100,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of February, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

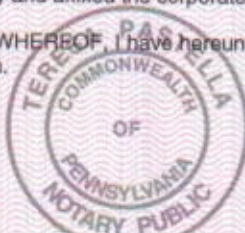
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of November, 2011.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.