

PURCHASING DEPARTMENT
581 Plains Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 url.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: 12/1/2011 TIME: 1:00 PM

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: New England Construction Co., Inc. FEIN: _____
STREET AND NUMBER: 293 Bourne Avenue
CITY, STATE & ZIP CODE: Rumford, RI 02916
ORDERING E-MAIL ADDRESS: gballou@neconstruction.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.**

John D. Pignataro, President & Chief Operating Officer 401-434-0112 / 401-435-4711
Print Name and Title Telephone Number/Facsimile Number
 _____
Signature Date 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.

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

DOCUMENT 00 41 00 - BID FORM

Date: 12/1/2011

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: New England Construction Co., Inc.
(include address, 293 Bourne Avenue, Rumford, RI 02916
tel. & FAX nos., _____
and license no. _____
if applicable) phone: 401-434-0112 fax: 401-435-4711

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:

Nine Million Nine Hundred Seventy Three Thousand Five H (\$ 9,973,515.00)
(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	\$ 14,000.00 CCTV
Total Allowances	\$ 464,000.00

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:

Fifty Thousand Five Hundred Thirty Nine Dollars (\$ 50,539.00)
(written, and numerically)

AUDIO/VISUAL COMPONENTS AND SYSTEM

Include all equipment:

One Hundred Sixty Three Thousand Seven Hundred Seventy Dollars (\$ 163,770.00)
(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 Three Hundred Forty Seven 357,456.00
(Add) Deduct (circle one) (\$ 357,456.00)

(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) **Six Six Thousand Six Hundred and Two** (\$ 66,602.00)
(written, and _____ numerically)

Alt.04 Light Wall
 Add / Deduct (circle one) **Nineteen Thousand Six Hundred Twelve** (\$ 19,612.00)
(written, and _____ numerically)

Alt.05 Rubber Corridor Tile
 Add / Deduct (circle one) **Forty Three Thousand Five Hundred Forty** (\$ 43,540.00)
(written, and _____ numerically)

Alt.06 Curtainwall
 Add / Deduct (circle one) **Two Hundred and Eight Thousand Three Hun** (\$ 208,326.00)
(written, and _____ numerically)

Alt.07 Educational Signage
 Add / Deduct (circle one) **One Thousand Four Hundred Fifty Eight** (\$ 1,458.00)
(written, and _____ 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: 1063

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.

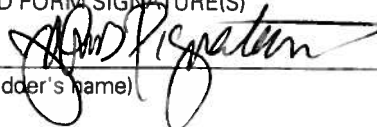
Addendum No. 1, dated 11/8/2011.

Addendum No. 2, dated 11/15/2011.

Addendum No. 3, dated 11/21/2011 , etc.

Addendum No. 4 dated 11/23/2011

7. BID FORM SIGNATURE(S)



(Bidder's name)

By: John D. Pignataro

Title: President & Chief Operating Officer

Corporate Seal:



END OF DOCUMENT

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 #: 40689
Vendor Name: New England Construction
Address: 293 Bourne Avenue
Rumford, RI 02916 USA
Telephone: (401) 434-0112
Fax: (401) 434-1978
E-Mail: esluter@neconstruction.com
Contact Person: Ethan P. Sluter
Title: Director of Marketing

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. 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 11/30/2011

JOHN D. PIGNATARO, PRESIDENT AND CHIEF OPERATING OFFICER
Print Name and Title of company official signing offer

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, 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 and 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.

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 and Purchasing Rules & amendment at 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.

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

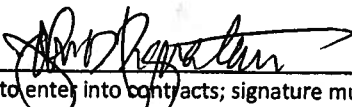
Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements. Incomplete certification forms are grounds for disqualification of offer.

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

- NO 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)
- NO 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?
- YES 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.
- Yes 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.
- YES 5 I/we certify that all of the vendor information provided is correct and complete.
- Yes 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.
- YES 7 I/we certify that I/we will maintain required insurance I/we 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.
- Yes 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.
- Yes 9 I/we acknowledge that the provisions and procedures set forth in the form apply to any contract arising from this offer.
- YES 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.ribghe.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.
- Yes 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: 2166A4 Date: 11/30/2011
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

JOHN D. PIGNATARO, PRESIDENT & CHIEF OPERATING OFFICER 401-434-0112
Print Name and Title of Company official signing offer Telephone Number

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

June 20, 2011

DOCUMENT 00 43 00 - BID SECURITY FORM

Know all men by these presents, that we New England Construction Co., Inc., 293 Bourne Avenue, Rumford, RI 02916
(insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Berkley Regional Insurance Company, 11201 Douglas Avenue, Urbandale, IA 50322

(insert name and address or legal title of surety)

a corporation duly organized under the laws of the State of Delaware as Surety, hereinafter called the Surety, are held and firmly bound unto the Owner as defined in the Contract Documents for URI Project # 2166 as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of the Attached 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, University of Rhode Island, Kingston Campus

Project No. 2166

(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 1st day of December, 2011

[Signature]
Principal New England Construction Co., Inc.

[Signature]
Witness

[Signature]
Witness

PRESIDENT of COO
Title

[Signature]
Surety

Berkley Regional Insurance Company
Brian M. Rossi, Attorney-in-Fact

END OF DOCUMENT

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Brian M. Rossi, Robert G. Padula, Christopher A. Iannotti, Richard A. Padula, Joseph J. Padula, Christopher A. Plympton, or Judith A. Briggs of Gencorp Insurance Group, Inc. of E. Greenwich, RI its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 Dollars (\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25 day of January, 2010.

Attest:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

Berkley Regional Insurance Company

By

Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25 day of January, 2010, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012
Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 1st day of DECEMBER, 2011.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.