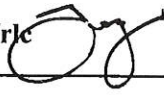


**BID/PROPOSAL**

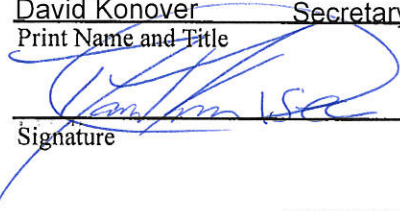
COMMODITY: FLOOR REPLACEMENT DATE: 4/27/2018  
FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 100506 RFP NO. \_\_\_\_\_  
BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 5/16/2018 TIME: 3:00 PM  
Eastern Time  
BUYER: TRACEY ANGELL/rjc  SURETY REQUIRED: YES: X NO: \_\_\_\_\_  
PRE-BID/PROPOSAL CONFERENCE: DATE: 5/4/2018 TIME: 9:00 AM  
MANDATORY: YES: X NO: \_\_\_\_\_  
LOCATION: URI MACKAL FIELD HOUSE LOBBY  
75 KEANEY RD., KINGSTON, RI 02881

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than DATE: 5/8/2018 TIME: 12:00 PM Please reference the Bid/RFP No. on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation at the conclusion of the question period. It is the responsibility of all interested parties to download this information. For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

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

COMPANY NAME: Barall & Konover Floors, INC. FEIN: 06-0890595  
STREET AND NUMBER: 714 Blue Hills Ave.  
CITY, STATE & ZIP CODE: Hartford, CT 06112

**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.**

David Konover Secretary 860-242-5200  
Print Name and Title Telephone Number/Facsimile Number  
 \_\_\_\_\_  
Signature Date 5/15/2018 David@BKFloors.com  
E-mail address

**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

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. 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 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, 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/LOI 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. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the University of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

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, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

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), Solicitation Opportunities +, Other Solicitation Opportunities 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 valid 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/University of Rhode Island.

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

**SPRINKLER IMPAIRMENT AND HOT WORK.** The Contractor agrees to comply with the practices of the State's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.**

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>



**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.

**Indicate Yes (Y) or No (N):**

N 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

N 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4 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 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "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, including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations 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 this 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.ribghe.org/procurementregs113006.pdf](http://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.

Y 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

N 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: N/A

Y 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 – 11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

**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 and that vendor understands and has complied with the requirements set forth herein.**

Vendor's Signature: [Signature] Bid Number: 100506 Date: 5/15/2018  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

David Konover Secretary 860-242-5200  
Print Name and Title of Company official signing offer Telephone Number

**Solicitation # : 100506**

**Solicitation Title: Mackal Field House – Floor Replacement**

**BID FORM**

To: The University of Rhode Island, Purchasing Department  
10 Tootell Road, Kingston, RI 02881

Project: The University of Rhode Island  
Mackal Field House – Floor Replacement  
75 Keaney Road – Kingston Campus  
Kingston, RI 02881

Bidder:

Barall & Konover Floors, INC.  
Legal name of entity

714 Blue Hills Ave. Hartford, CT. 06112  
Address

David Konover  
Contact name

David@BKFloors.com  
Contact email

860-242-5200  
Contact telephone

860-286-0016  
Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):

**\$ 170,000.00**

(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

**ONE HUNDRED SEVENTY THOUSAND and no/100 DOLLARS**

(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

Solicitation # : 100506

Solicitation Title: Mackal Field House – Floor Replacement

• **ALLOWANCES**

The Base Bid Price ***includes*** the costs for the following Allowances as defined in Specification Section 01 2000:

1. Unknown Existing Conditions	<u>\$5,000.00</u>
2. Miscellaneous Architectural Repairs	<u>\$5,000.00</u>
<b>Total Allowances:</b>	<u>\$10,000.00</u>

• **BONDS**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

• **ADDENDA**

The Bidder has examined the entire solicitation ( including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated 5/11/18

Addendum No. 2, dated 5/11/18

Addendum No. 3, dated 5/11/18

**2. ALTERNATES** (*Additions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase the Base Bid Price by the amount set forth below for each Alternate (further defined in Specification Section 01 2000) selected.

**ALTERNATE #1** – 2-year Extended Warranty – Provide additional 2 years of manufacturer warranty coverage beyond the initial 3-year period. Total manufacturer warranty period to be 5-years.

ADD \$6,000.00

(Amount *in figures* printed electronically, typed, or handwritten legibly in ink)

SIX THOUSAND and no/100 DOLLARS

(Amount *in words* electronically, typed, or handwritten legibly in ink)



Solicitation # : 100506  
Solicitation Title: Mackal Field House – Floor Replacement

### 3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the Basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

NONE

### 4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of Construction..... August 6, 2018
- Substantial Completion..... August 24, 2018
- Final Completion..... August 31, 2018

### 5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: Five Hundred Dollars (\$500.00) per day.

### BID FORM SIGNATURE(S)

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: 5/15/2018

BIDDER

Barall & Konover Floors INC.

Name of Bidder

Signature in ink

David Konover Secretary

Printed name and title of person signing on behalf of Bidder

# 42009

Bidder's Contractor Registration Number



**THE MAIN STREET AMERICA GROUP**

NGM Insurance Company • Old Dominion Insurance Company  
Main Street America Assurance Company • MSA Insurance Company  
Information Systems and Services Corporation

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we (Here insert full name and address or legal title of Contractor)  
Barall & Konover Floors Inc, 714 Blue Hills Ave, Hartford, CT. 06112

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

**NGM Insurance Company**  
**55 West Street**  
**Keene, NH 03431**

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

University of Rhode Island  
75 Keaney Rd.  
Kingston, RI 02881

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount of bid Dollars (\$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 (Here insert full name, address and description of project)

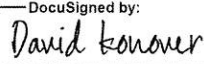
Demolition of existing carpet and rubber flooring. Supply and installation of moisture mitigation system, installation of underlayment, and installation of rolled rubber flooring.at Mackal Field House, University of Rhode Island, 75 Keaney Rd, Kingston, RI 02881

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 14<sup>th</sup> day of April, 2018

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

DocuSigned by:  
  
\_\_\_\_\_  
(Principal) 71483... (Seal)

David Konover  
\_\_\_\_\_  
(Title) Secretary

NGM Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
Lisa Carlson  
(Title) Attorney-in-fact







NGM INSURANCE COMPANY  
A member of The Main Street America Group

POWER OF ATTORNEY

06-03032129

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Lisa Carlson

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox  
Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.



Teasha Ann Philipot  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF915117  
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

14 day of May, 2018.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 10, 2016, the following officers were elected and remain in office:

THOMAS M. VAN BERKEL ..... CHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER  
 EDWARD J. KUHL ..... EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER  
 JEFFREY B. KUSCH, DAVID S. MEDVIDOFSKY,  
 MICHAEL D. LANCASHIRE, ..... SENIOR VICE PRESIDENTS  
 BRUCE R FOX ..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY  
 DANIEL J. GAYNOR, NANCY GIORDANO-RAMOS, JANET M. ROOT  
 JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY ..... VICE PRESIDENTS  
 AMY J. FREDERICK ..... VICE PRESIDENT & CHIEF INFORMATION OFFICER  
 THOMAS T. FRAZIER ..... VICE PRESIDENT & CHIEF INVESTMENT OFFICER  
 DEAN P. DORMAN ..... VICE PRESIDENT & CHIEF ACTUARY  
 CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN,  
 LISA MURMAN, RONALD PROFAIZER, DARRYL OSMAN ..... ASSISTANT VICE PRESIDENTS  
 TIMOTHY O. MUZZEY ..... ASSISTANT VICE PRESIDENT/ACTUARY  
 KIMBERLY K. LAW, MARK FRIEDLANDER, KATHLEEN KILLGORE, NANCY PALMISANO,  
 MICHELE SEYMOUR, ALICE MORIARTY, JEFFREY PRICE, DANIEL BLAU,  
 JANE MCPHERSON, DEANA PESSINA, SCOTT SIMMONS ..... ASSISTANT SECRETARIES

**REGIONAL PRESIDENTS (Appointed)**

MARK BERGER ..... REGIONAL PRESIDENT, NORTHEAST REGION  
 STEVE BERRY ..... REGIONAL PRESIDENT, NEW ENGLAND REGION  
 CHRISTOPHER COX ..... REGIONAL PRESIDENT SOUTHEAST REGION  
 TIFFANY DALY ..... REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2015.

**ADMITTED ASSETS**

Bonds at Amortized Values ..... \$1,397,394,541  
 Stocks at Market Value ..... 425,235,072  
 First Mortgage Loans ..... 15,422,641  
 Real Estate ..... 4,283,852  
 Cash in Office and Banks ..... (3,039,296)  
 Short Term Investments ..... 18,598,980  
 Agent's Balance (Less than 90 Days) ..... 218,872,372  
 Accrued Interest ..... 12,671,289  
 Other Assets ..... 255,380,357  
**TOTAL ADMITTED ASSETS ..... \$2,344,819,808**

**LIABILITIES**

Reserve for Losses ..... \$637,394,211  
 Reserve for Loss Adjustment Expenses ..... 117,616,168  
 Reserve for Unearned Premiums ..... 461,789,022  
 Reserve for Other Underwriting Expenses ..... 41,995,393  
 Reserve for Taxes, Licenses, and Fees ..... 1,660,783  
 Loss Drafts in Transit ..... 0  
 Other Liabilities ..... 63,726,194  
 Total Liabilities ..... 1,324,181,771  
 Policyholders' Surplus ..... 1,020,638,037  
**TOTAL ..... \$2,344,819,808**

Securities as deposited by law, included above = \$ 8,000,923

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

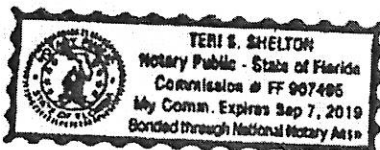
"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on this 14th day of March, 2016

IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 14th day of March, 2016

*Teri S. Shelton*

*Nancy Giordano-Ramos*  
Nancy Giordano-Ramos







**STATE OF RHODE ISLAND**

**CONTRACTORS' REGISTRATION  
AND LICENSING BOARD**

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

42009 08/17/10

DAVID A. KONOVER FLOORS, INC.

AUTHORIZED REPRESENTATIVE

DAVID KONOVER

DRIVER'S LICENSE #

CV 127192E82

EXECUTIVE DIRECTOR

*George F. Mahan*