

A-3

Contract No.: 07-4T3504

Project(s):

Bid Opening: 12-05-12 Call Order: 1

: Ker -

Bidder: VC0000101361 - James E. Thompson, Inc., dba JTS Construction

Contract No.: 07-4T3504

Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Business P.O. Box: P.O. Box 41765

City, State, Zip: Bakersfield, CA, 93313

Business Street Address: 7001 McDivitt Dr., Ste B

City, State, Zip: , ,

Telephone Number: 661-835-9270

Fax Number: 661-835-8424

Contractor License Number: 701750

STATE OF CALIFORNIA ♦ DEPARTMENT OF TRANSPORTATION
BID TO THE DEPARTMENT OF TRANSPORTATION

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days specified in the Notice to Bidders.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non♦plant establishment work within the number of working days bid for non♦plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided in the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, the Bidder submits this bid with working days bid for non♦plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails, except:

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STATE OF CALIFORNIA ♦ DEPARTMENT OF TRANSPORTATION
BID TO THE DEPARTMENT OF TRANSPORTATION (cont'd)

- 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.
- 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
- 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
- 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement.
- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.

For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

2.7. The Department's decision on the bid amount is final.

- 3.0 Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid: Bidder's Bond
- 4.0 Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:
 - 4.1 Criminal prosecution
 - 4.2 Rejection of the bid
 - 4.3 Rescission of the award
 - 4.4 Termination of the Contract

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Contract No.: 07-4T3504

Project(s):

Bid Opening: 12-05-12 Call Order: 1
: Ker -

Bidder: VC0000101361 - James E. Thompson, Inc., dba JTS Construction

Item No.	Item Code	Item Description	Unit Of Meas	Quant	Unit Price Dollars	Cts	Item Total Dollars	Cts
Section BID PROPOSAL TO THE DEPARTMENT OF TRANSPORTATION								
Alt Group								
1	074016	CONSTRUCTIO N SITE MANAGEMENT	LUMP		LUMP		5,500.00	
2	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LUMP		LUMP		2,000.00	
3	074031	TEMPORARY GRAVEL BAG BERM	LF	600.000	3.45000		2,070.00	
4	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	1.000	2,760.00000		2,760.00	
5	074034	TEMPORARY COVER	SQYD	620.000	3.10000		1,922.00	
6	074041	STREET SWEEPING	LUMP		LUMP		4,000.00	
7	130900	TEMPORARY CONCRETE WASHOUT	LUMP		LUMP		3,000.00	
8	074057	STORM WATER ANNUAL REPORT	EA	2.000	2,000.00000		4,000.00	
9	120090	CONSTRUCTIO N AREA SIGNS	LUMP		LUMP		3,160.00	

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Page: 4
Date:
Revised:

Contract No.: 07-4T3504

Project(s):

Bid Opening: 12-05-12 Call Order: 1

: Ker -

Bidder: VC0000101361 - James E. Thompson, Inc., dba JTS Construction

Item No.	Item Code	Item Description	Unit Of Meas	Quant	Unit Price Dollars	Cts	Item Total Dollars	Cts
10	151540	RECONSTRUCT CHAIN LINK FENCE	LF	24.000	18.50000		444.00	
11	160102	CLEARING AND GRUBBING (LS)	LUMP		LUMP		3,450.00	
12	190101	ROADWAY EXCAVATION	CY	1,740.000	23.00000		40,020.00	
13	260203	CLASS 2 AGGREGATE BASE (CY)	CY	550.000	66.70000		36,685.00	
14	390132	HOT MIX ASPHALT (TYPE A)	TON	1,010.000	109.65000		110,746.50	
15	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	750.000	20.94000		15,705.00	
16	802620	16' CHAIN LINK GATE (TYPE CL-6)	EA	2.000	1,706.00000		3,412.00	
17	994650	BUILDING WORK	LUMP		LUMP		680,000.00	
Section BID Total							918,874.50	
Total Bid							918,874.50	

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SUBCONTRACTOR LIST

Bidder must identify subcontractors performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater. (Pub Cont Code ♦ 4100 et seq.) Complete Firm Name, City, State and Description of Subcontracted Work, and submit with the bid.

Complete Bid Item No.(s) and Percent of Bid Item Subcontracted and submit with bid, or fax to (916)227-6282 within 24 hours after the bid opening. Failure to provide complete information in all sections within the time specified will result in a non-responsive bid.

1) Firm Name:Miles Construction Group List this subcontractor?
City:Temecula State:CA
Description of Subcontracted Work:
Metal Building
Bid Item No.:17 Percent of Bid Item Subcontracted : 21
Bid Item No.: Percent of Bid Item Subcontracted :
Bid Item No.: Percent of Bid Item Subcontracted :
Bid Item No.: Percent of Bid Item Subcontracted :
Bid Item No.: Percent of Bid Item Subcontracted :
Multiple item numbers and percentages can be separated by a comma

2) Firm Name:Simmons Construction List this subcontractor? Yes
City:Bakersfield State:CA
Description of Subcontracted Work:
Concrete
Bid Item No.:10 Percent of Bid Item Subcontracted : 51
Bid Item No.: Percent of Bid Item Subcontracted :
Bid Item No.: Percent of Bid Item Subcontracted :
Bid Item No.: Percent of Bid Item Subcontracted :
Bid Item No.: Percent of Bid Item Subcontracted :
Multiple item numbers and percentages can be separated by a comma

3) Firm Name:S& S Fence List this subcontractor? Yes
City:Bakersfield State:CA
Description of Subcontracted Work:
Chain Link Fence
Bid Item No.:10 Percent of Bid Item Subcontracted : 85
Bid Item No.:15 Percent of Bid Item Subcontracted : 85
Bid Item No.:16 Percent of Bid Item Subcontracted : 85
Bid Item No.: Percent of Bid Item Subcontracted :
Bid Item No.: Percent of Bid Item Subcontracted :
Multiple item numbers and percentages can be separated by a comma

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SUBCONTRACTOR LIST (cont'd)

4) Firm Name:Kern Asphalt List this subcontractor? Yes
City:Bakersfield State:CA

Description of Subcontracted Work:

Asphalt

Bid Item No.:4 Percent of Bid Item Subcontracted : 85

Bid Item No.:11 Percent of Bid Item Subcontracted : 85

Bid Item No.:12 Percent of Bid Item Subcontracted : 85

Bid Item No.:13 Percent of Bid Item Subcontracted : 85

Bid Item No.: Percent of Bid Item Subcontracted :

Multiple item numbers and percentages can be separated by a comma

5) Firm Name:Groundbreaker List this subcontractor? Yes
City:Lebec State:CA

Description of Subcontracted Work:

Grading & Base

Bid Item No.:4 Percent of Bid Item Subcontracted : 85

Bid Item No.:11 Percent of Bid Item Subcontracted : 85

Bid Item No.:12 Percent of Bid Item Subcontracted : 85

Bid Item No.:13 Percent of Bid Item Subcontracted : 85

Bid Item No.: Percent of Bid Item Subcontracted :

Multiple item numbers and percentages can be separated by a comma

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REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

Small Business Preference

The undersigned _____ small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs ♦ 1896 et seq. and is certified as a small business at the time and day of bid opening or has applied for certification and is subsequently certified by the Department of General Services. To further verify its small business status, the undersigned attaches a copy of its small business certification letter.

Example: mm/dd/yyyy

Date: _____ Certification Number: _____

Non-Small Business Preference

The undersigned _____ non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs ♦ 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have applied for certification and are subsequently certified by the Department of General Services. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Example: mm/dd/yyyy

Date: _____

CALIFORNIA COMPANY PREFERENCE

This form must be completed and signed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury. The undersigned certifies that it is a "California company" as defined in Pub Cont Code ♦ 6107 and meets one of the following (enter requested information):

1. I am not a California company which has its principal place of business in California.
2. I a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.
Name of State:
3. I a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.
Name of State:
California Sales or Use Tax No.:

The undersigned certifies that it is not a "California company."

4. I a California company.
My principal place of business is in:
Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)
Describe:

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations of the special provisions. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

I opt out of the payment adjustments for price index fluctuations

Enter Date and Name to opt out of payment adjustments for price index fluctuati

Date: Name:

CERTIFICATIONS

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code ♦ 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of CA County of :Kern

Name: Lee Hawkins

being first duly sworn, deposes and says that he or she is

Company Title: President of

Company Name: James E. Thompson, Inc., dba JTS Construction

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

CERTIFICATIONS (cont'd)

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code ♦ 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.
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VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code ♦ 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? No

If the answer is yes, explain the circumstances in the following space.

Explanation:

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code ♦ 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

CERTIFICATIONS (cont'd)

ANTITRUST LAW

Under Pub Con Code ♦ 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder Has Not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code ♦ 1101, with any public entity, as defined in Pub Cont Code ♦ 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

Explanation:

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

No

2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsible bidder by a public entity, including federal, State, local or regional entities?

No

3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

No

4. If the answer is to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:

4.1. Date of each nonresponsibility determination

4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination

4.3. Contract number for each nonresponsibility determination

Explanation:

BIDDER'S BOND

Contract No. 07-4T3504

Bond No. _____

We _____

_____ as Principal, and

_____ as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total bid of the Principal submitted to the Obligee for the work described below for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee FOR BUILDING CONSTRUCTION IN KERN COUNTY NEAR LEBEC AT THE FRAZIER SAND-SALT SHED

In District 07 On Route 5755 for which bids are to be opened at 1727 30th Street, Sacramento CA 95816 on 12-05-12

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribe form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety

Attorney-in-Fact

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California

County of _____

On this _____ before me, _____

Date

Here insert Name and Title of Officer

personally appeared _____

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

SIGNATURE _____

Signature of Notary Public

(SEAL)

We James E. Thompson, Inc., dba JTS Construction

_____ as Principal, and

Travelers Casualty and Surety Company of America

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for Building Construction in Kern County near Lebec at the Sand-Salt Shed
(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at the Dept. Of Transportation, 1727 30th St., Sacramento, CA 95816
(Insert place where bids will be opened)
on December 5, 2012
(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: November 29, 20 12

Correspondence or claims relating to this bond should be sent to the surety at the following address:
11070 White Rock Rd. Suite 130
Rancho Cordova, CA 95670

James E. Thompson, Inc., dba JTS Construction
[Signature]
Principal
Travelers Casualty and Surety Company of America
Surety
By *[Signature]*
Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____ SS

On this _____ day of _____ in the year 20 _____ before me, a notary public in and for the county and state aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 12-27-11 before me, Shirley Paiva, Notary Public

personally appeared JoBeth Swalley

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



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

WITNESS my hand and official seal.

Shirley Paiva
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Signer(s) other than named above



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217274

Certificate No. 004753885

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Shirley Paiva, and JoBeth Swalley

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of March, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 7th day of March, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

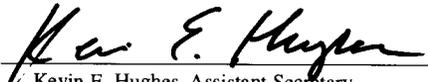
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of November, 2012.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.