

**BID**

To: City of Rock Hill, South Carolina, Utility Department, PO Box 11706, Rock Hill, SC 29731-1706 (349 Columbia Avenue, Rock Hill, SC 29730)

Gentlemen:

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions on the Project Area affecting the cost of the work and with the Contract Documents, which include an Invitation for Bids, Instructions to Bidders, the Form of Bid, the Form of Bid Bond, the Form of Contract (or Agreement), Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Technical Specifications, Drawings (as listed in the Schedule of Drawings), and Form of Surety Bond or Bonds as prepared by:

**The City of Rock Hill, South Carolina and Campco Engineering, Inc.**

and on file in the office of the Engineer, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete:

**SC Hwy 322 and Meadow Lakes Road Water Main Extension**

The Bidder will complete the work for the following unit price(s):

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	TOTAL AMOUNT (\$)
1	MOBILIZATION, COMPLETE	1	LS		4,000 <sup>00</sup>
2	TRAFFIC CONTROL, COMPLETE	1	LS		3,000 <sup>00</sup>
3	CLEARING & GRUBBING, COMPLETE	1	LS		5,000 <sup>00</sup>
4	INSTALL CONNECTION TO EXISTING 16" WATER MAIN, COMPLETE	1	EA	500 <sup>00</sup>	500 <sup>00</sup>
5	16" D.I. WATER MAIN, INSTALLED	1,443	LF	40 <sup>00</sup>	57,720 <sup>00</sup>
5A	16" D.I. WATER MAIN ENCASED IN POLYWRAP, INSTALLED	40	LF	41 <sup>00</sup>	1,640 <sup>00</sup>
6	16" D.I. RESTRAINED JOINT WATER MAIN, INSTALLED	80	LF	70 <sup>00</sup>	5,600 <sup>00</sup>
7	18" HDPE WATER MAIN BY DIRECTIONAL DRILLING "IN-SOIL", COMPLETE	250	LF	125 <sup>00</sup>	31,250 <sup>00</sup>
8	18" HDPE WATER MAIN BY DIRECTIONAL DRILLING "IN-ROCK", COMPLETE	25	LF	150 <sup>00</sup>	3,750 <sup>00</sup>
9	HDPE/D.I. ADAPTERS, INSTALLED	2	EA	1,230 <sup>00</sup>	2,460 <sup>00</sup>
10	JUMPER CONNECTION, INSTALLED	2	EA	950 <sup>00</sup>	1,900 <sup>00</sup>
11	16" BUTTERFLY VALVE W/ BOX, INSTALLED	3	EA	2,800 <sup>00</sup>	8,400 <sup>00</sup>
12	16" x 16" x 12" TEE W/BLOCKING, INSTALLED	1	EA	750 <sup>00</sup>	750 <sup>00</sup>
13	16" x 16" x 8" TEE W/BLOCKING, INSTALLED	1	EA	750 <sup>00</sup>	750 <sup>00</sup>
14	16"- 45° BEND W/ BLOCKING, INSTALLED	2	EA	750 <sup>00</sup>	1,400 <sup>00</sup>
15	16" VERTICAL BEND W/ BLOCKING, INSTALLED	4	EA	600 <sup>00</sup>	2,400 <sup>00</sup>

Sheet #100.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	TOTAL AMOUNT (\$)
16	F.H. ASSEMBLY OFF 16" WATER MAIN, INSTALLED	4	EA	3,000 <sup>00</sup>	12,000 <sup>00</sup>
17	16" WATER MAIN STUB-OUT W/BLOCKING, INSTALLED	1	EA	2,000 <sup>00</sup>	2,000 <sup>00</sup>
18	INSTALL CONNECTION TO EXISTING 8" WATER MAIN, COMPLETE	1	EA	850 <sup>00</sup>	850 <sup>00</sup>
19	12" D.I. WATER MAIN, INSTALLED	2,152	LF	26 <sup>00</sup>	55,952 <sup>00</sup>
19A	12" D.I. WATER MAIN ENCASED IN POLYWRAP, INSTALLED	40	LF	27 <sup>00</sup>	1,080 <sup>00</sup>
20	12" GATE VALVE W/BOX, INSTALLED	2	EA	1,500 <sup>00</sup>	3,000 <sup>00</sup>
21	12" x 12" x 8" TEE W/BLOCKING, INSTALLED	1	EA	500 <sup>00</sup>	500 <sup>00</sup>
22	12"- 45° BEND W/BLOCKING, INSTALLED	1	EA	500 <sup>00</sup>	500 <sup>00</sup>
23	12"- 22.5° BEND W/BLOCKING, INSTALLED	1	EA	500 <sup>00</sup>	500 <sup>00</sup>
24	12" VERTICAL BEND W/BLOCKING	4	EA	500 <sup>00</sup>	2,000 <sup>00</sup>
25	12" x 8" REDUCER, INSTALLED	1	EA	350 <sup>00</sup>	350 <sup>00</sup>
26	F.H. ASSEMBLY OFF 12" WATER MAIN, INSTALLED	3	EA	3,000 <sup>00</sup>	9,000 <sup>00</sup>
27	8" D.I. WATERMAIN, INSTALLED	32	LF	18 <sup>00</sup>	576 <sup>00</sup>
28	8" GATE VALVE W/BOX, INSTALLED	2	EA	850 <sup>00</sup>	1,700 <sup>00</sup>
29	8" WATER STUB-OUT W/BLOCKING, INSTALLED	2	EA	850 <sup>00</sup>	1,700 <sup>00</sup>
30	1" AIR RELEASE VALVE ASSEMBLY, INSTALLED	2	EA	1,250 <sup>00</sup>	2,500 <sup>00</sup>
31	3/4" SERVICE LINE TAP W/ METER BOX, INSTALLED	5	EA	600 <sup>00</sup>	3,000 <sup>00</sup>
31A	3/4" SERVICE LINE TAP W/ METER BOX-OPPOSITE SIDE BY DIRECTIONAL BORE, INSTALLED	5	EA	1,000 <sup>00</sup>	5,000 <sup>00</sup>
32	24" DIA. STEEL CASING (0.4070" THICKNESS) BY JACK & BORE, COMPLETE	115	LF	125 <sup>00</sup>	14,375 <sup>00</sup>
33	10" FULL DEPTH ASPHALT DRIVEWAY PAVEMENT REPAIR, COMPLETE	50	SY	90 <sup>00</sup>	4,500 <sup>00</sup>
34	10" FULL DEPTH ASPHALT ROADWAY PAVEMENT REPAIR W/FLOWABLE FILL BACKFILL, COMPLETE	70	SY	140 <sup>00</sup>	9,800 <sup>00</sup>
35	TEMPORARY STONE, INSTALLED	10	TONS	20 <sup>00</sup>	200 <sup>00</sup>

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	TOTAL AMOUNT (\$)
36	GRASSING DISTURBED AREA, COMPLETE	1	LS		5,000 <sup>00</sup>
37	SILT FENCE, INSTALLED	800	LF	2 <sup>00</sup>	1,600 <sup>00</sup>
38	ROCK CHECK DAMS, INSTALLED	45	EA	150 <sup>00</sup>	6,750 <sup>00</sup>
39	TEMPORARY FABRIC STORM INLET SEDIMENT TRAPS, INSTALLED	2	EA	150 <sup>00</sup>	300 <sup>00</sup>
40	EROSION CONTROL MATTING, INSTALLED	3,400	SY	1 <sup>25</sup>	4,250 <sup>00</sup>
41	ROCK EXCAVATION AND REMOVAL, COMPLETE	100	CY	65 <sup>00</sup>	6,500 <sup>00</sup>
42	REMOVE & RESET DRIVEWAY CULVERT, COMPLETE	100	LF	10 <sup>00</sup>	1,000 <sup>00</sup>
43	REMOVE & RESET FENCES, COMPLETE	20	LF	20 <sup>00</sup>	400 <sup>00</sup>
44	GEOTECHNICAL TESTING, COMPLETE	1	LS		2,000 <sup>00</sup>
<b>BASE BID TOTAL</b>					<b>289,403<sup>00</sup></b>

ALTERNATE BID ITEMS: JACK WHITE DRIVE 8" WATER MAIN					
A1	8" D.I. WATER MAIN, INSTALLED	250	LF	18 <sup>00</sup>	4,500 <sup>00</sup>
A1A	8" D.I. WATER MAIN ENCASED IN POLYWRAP, INSTALLED	20	LF	19 <sup>00</sup>	380 <sup>00</sup>
A2	8" x 8" x 8" TAPPING SLEEVE W/VALVE, INSTALLED	1	EA	3,500 <sup>00</sup>	3,500 <sup>00</sup>
A3	INLET STRUCTURE FILTERS "TYPE E", INSTALLED	4	EA	250 <sup>00</sup>	1,000 <sup>00</sup>
A4	CITY STREET PAVEMENT REPAIR, COMPLETE	160	SY	17 <sup>50</sup>	2,800 <sup>00</sup>
A5	1" HOT MIX ASPHALT CONCRETE SURFACE COURSE OVERLAY "TYPE C", INSTALLED	2,350	SY	7 <sup>00</sup>	16,450 <sup>00</sup>
<b>ALTERNATE BID TOTAL</b>					<b>28,630<sup>00</sup></b>

<b>TOTAL BID - SUM OF BASE AND ALTERNATE BID TOTALS</b>	<b>318,033<sup>00</sup></b>
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In submitting this Bid, the Bidder understands that the right is reserved by the City of Rock Hill to reject any and all Bids, to accept any Bid submitted, to waive any informalities, and to negotiate with the low Bidder or Bidders on any changes which it considers necessary or desirable for its own interests. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter, before the Bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

Security in the form of (5% bid bond) ( attached ) is submitted herewith in accordance with the Instructions to Bidders.

Attached hereto is an affidavit in proof that the undersigned Bidder has not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

CONSTRUCTION TIME AND LIQUIDATED DAMAGES:

The Bidder states that he understands that the work must be substantially completed within 120 days after the date set forth in the Notice to Proceed and final completed within 30 days of Substantial Completion.

The Bidder understands that liquidated damages in the amount of One Hundred Fifty Dollars (\$150.00) shall be assessed for each consecutive calendar day for unauthorized delays beyond the contract time prior to Substantial Completion. The bidder further understands that liquidated damages in the amount of Seventy-five Dollars (\$75.00) shall be assessed for each consecutive calendar day for unauthorized delays beyond the contract time after Substantial Completion that Final Completion has not been obtained.

CONTRACTOR'S QUALIFICATION STATEMENT:

Attached hereto is a completed Contractor's Qualification Statement, AIA Document A305. Contractor is to complete and attach AIA Document A305 to his bid.

CONTRACTOR'S LICENSE:

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of South Carolina, and that all fees, permits, etc. pursuant to the submission of this proposal have been paid in full.

ADDENDA:

The undersigned acknowledges receipt of the following addenda, which will be considered as part of the Contract Documents:

Addendum No. <u>1</u>	Dated <u>10-25-10</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

IN WITNESS HEREOF, this 28<sup>th</sup> day of October, 2010, the undersigned hereby certifies that (s)he is a duly authorized representative of the Bidder and as such hereby submits the within Bid on (his) (their) (its) behalf pursuant to the authority of its governing body.

WITNESSES:

(Name of Bidder)

D. Ori Parrish  
(Seal)  
Witness No. 1  
Don Esp  
Witness No. 2

By: Julian P. Rogers, III

Typed Name: Julian P. Rogers, III

Title: President

Address of Bidder: 4183 Mockingbird Lane  
Rock Hill, S.C. 29730

Contractor's License No.: G-12377

ATTEST: Mary R. Rogers  
Corporate Secretary

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of S.C.)

County of York)

Julian P. Rogers III, being first duly sworn, deposes and says that:

- 1.) (S)he is President of Rogers Grading, Inc. the Bidder that has submitted the attached Bid;
- 2.) (S)he is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3.) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fax any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, conveyance or unlawful agreement any advantage against the City of Rock Hill, South Carolina or any person interested in the proposed contract;
- 4.) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Julian P. Rogers, III  
President  
(Title)

Subscribed and sworn to before me this 28<sup>th</sup> day of October, 2010

Mary R. Rogers  
S.C. Notary  
(Title)

My commission expires March 25, 2013



AIA Document A305

# Contractor's Qualification Statement

## 1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: *City of Rock Hill*  
 ADDRESS: *P.O. Box 11706*  
*Rock Hill, S.C. 29731*

SUBMITTED BY: *Rogers Grading, Inc.* Corporation   
 NAME: *Julian P. Rogers, III* Partnership   
 ADDRESS: *4183 Mockingbird Ln.* Individual   
 PRINCIPAL OFFICE: *Rock Hill, S.C. 29730* Joint Venture   
*345 Industrial Dr.* Other   
*Rock Hill, S.C. 29730*

NAME OF PROJECT (if applicable): *S.C. Hwy 322 and Meadow Lakes Road*  
*Watermain Extension*

TYPE OF WORK (file separate form for each Classification of Work):

\_\_\_\_\_ General Construction \_\_\_\_\_ HVAC  
 \_\_\_\_\_ Plumbing \_\_\_\_\_ Electrical  
 Other *clearing, grading, utility + paving*  
 (please specify)

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 30

1.2 How many years has your organization been in business under its present business name? 21

1.2.1 Under what other or former names has your organization operated?

Rogers Grading

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 1-9-89

1.3.2 State of incorporation: S.C.

1.3.3 President's name: Julian P. Rogers, III

1.3.4 Vice-president's name(s): MARY R. ROGERS

1.3.5 Secretary's name: MARY R. ROGERS

1.3.6 Treasurer's name: MARY R. ROGERS

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: N/A

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following: N/A

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals: *N/A*

## 2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

*S.C. - G-12377*

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

*N/A*

## 3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

*Clearing, grading, water & sewer*

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? *no*

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? *no*

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? *no*

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) *no*

**Rogers Grading, Inc.  
4183 Mockingbird Lane  
Rock Hill, SC 29730**

3.4 Construction Projects in Process

None

3.4.1 \$0.00

3.5 Major Projects over the last 5 years

Project-Manchester Meadows  
Owner-City of Rock Hill  
Architect-Woolport Engineering  
Contract Price-\$2,387,000.00  
Date of Completion-4-1-05  
% of Work by Rogers Grading-100%

Project-Glencairn Gardens  
Owner-City of Rock Hill  
Architect-Campco Engineering  
Contract Price-\$490,711.00  
Date of Completion-12-24-08  
% of Work by Rogers Grading-100%

Project-Carolina Village  
Owner-Beachwood LLC  
Architect-Kenny Design Group  
Contract Price-\$3,756,950.00  
Date of Completion-12-15-08  
% of Work by Rogers Grading-75%

Project-Sweetwater  
Owner-Eastwood Development  
Architect- Powers Engineering Company  
Contract Price-\$2,122,516.00  
Date of Completion-9-28-07  
% of Work by Rogers Grading- 75%

Project- Green Earth

Owner-ISWA  
Architect-Campco Engineering  
Contract Price- \$816,175.00  
Date of Completion- 11-20-07  
% of Work by Rogers Grading-75%

3.5.1 \$6,000,000.00

3.6 Key Employees  
Julian P. Rogers III  
Dale Williams  
William Conley  
Ken Bell

All of the above employees have 20 years of experience in grading and utility work

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### 4. REFERENCES

4.1 Trade References:

Mainline Supply Company 803-985-8888  
1210 Red River Road FAX-803-985-8924  
Rock Hill, S.C. 29730 Attn: Chris Gaddy

Cemex  
P.O. Box 277500 866-539-9701  
Atlanta, GA 30384-7500 Credit Dept.

Linder Industrial Machinery 704-376-7554  
3535 N. Graham St. FAX 704-330-8383  
Charlotte, N.C. 28206 Attn: Credit Dept.

4.2 Bank References:

Arthur State Bank  
201 S. Herlong Ave.  
Rock Hill, S.C. 29731  
Steve Southwell 803-493-0191 <sup>cell</sup> or 803-909-6490  
Acct. # 95675104

4.3 Surety:

4.3.1 Name of bonding company:

Albus-Leigh Agency, LLC

4.3.2 Name and address of agent:

Buck Leigh  
9725 Dunbarton Drive  
Columbia, S.C. 29223

## 5. FINANCING

### 5.1 Financial Statement.

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

John Tipton CPA

- 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

no

6. SIGNATURE

6.1 Dated at *York County* this *26<sup>th</sup>* day of *October* 19*2010*

Name of Organization: *Rogers Grading, Inc.*

By: *Julian P. Rogers, III*

Title: *President*

6.2

M being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this *26<sup>th</sup>* day of *October* 19*2010*

Notary Public: *Mary R. Rogers*

My Commission Expires: *March 25, 2013*



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

**Rogers Grading, Inc.**  
**4183 Mockingbird Lane**  
**Rock Hill, SC 29730**  
**Tel. 803-327-5705**  
**Fax. 803-327-5760**


October 28, 2010

Re: SC Highway 322 and Meadow Lakes Road Water Main Ext.

To Whom It May Concern:

As President of Rogers Grading Inc., I, Julian P. Rogers III maintains that our company does not discriminate against age, race, religion, sex, or national origin.

Sincerely,

  
Julian P. Rogers III  
President: Rogers Grading Inc.

<p><b>BID BOND</b> (See Instructions on reverse)</p>	<p>DATE BOND EXECUTED (Must be not later than bid opening date) October 18 2010</p>
<p>PRINCIPAL (Legal name and business address)</p> <p>Rogers Grading, Inc. 4183 Mockingbird Lane Rock Hill, SC 29730</p>	<p>TYPE OF ORGANIZATION ("X" one)</p> <p><input type="checkbox"/> INDIVIDUAL      <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE      <input checked="" type="checkbox"/> CORPORATION</p>

SURETY (Name and business address)

Travelers Casualty and Surety Company of America  
11440 Carmel Commons Blvd.  
Charlotte, NC 2826

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID IDENTIFICATION	
	AMOUNT NOT TO EXCEED				BID DATE October 28 2010	CONTRACT NO. 493033
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Constructions Supplies or Services) SC Hwy 322 & Meadow Lakes Road Water Main Extension	
5%						

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named are held and firmly bound unto the City of Rock Hill, South Carolina, hereinafter called the City, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate as a guarantee that the Principal will fully and promptly execute a contract and cause to be executed bonds acceptable to the City, all as set forth in the proposal or bid, should the same be accepted, and that not longer than twenty (20) days after the receipt by the principal of contract forms from the City, he will execute a contract on the basis of the terms, conditions and unit prices set forth in his proposal or bid together with and accompanied by a Performance Bond satisfactory to the City, in the total amount of said contract, and a Payment Bond in the total amount of the contract, and that failure to perform or comply with any or all the foregoing requirements within the times set forth above shall be just and adequate cause for the annulment of the award and it is understood that in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the City, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and Performance and Payment Bonds, as set forth in the proposal, be executed, bonds being satisfactory to the City, this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

<p>In Presence of:</p> <p style="text-align: center;">WITNESS (2)</p> <p>1. _____</p> <p>2. _____</p>	<p style="text-align: center;">INDIVIDUAL OR PARTNERSHIP PRINCIPAL</p> <p>_____ (Seal)</p> <p>_____ (Seal)</p>
<p>ATTEST:</p> <p style="text-align: center;"><i>Mary R. Rogers</i> Corporate Secretary</p> <p>1. <i>Dillon Parrish</i></p> <p>2. <i>Don Edm</i></p> <p style="text-align: center;">WITNESS (2)</p>	<p style="text-align: center;">CORPORATE PRINCIPAL</p> <p style="text-align: center;"><i>Jules P. Rogers, III</i> President</p> <p>BY <u>Jules Rogers, President</u></p> <p style="text-align: center;">TITLE</p> <p style="text-align: right;">AFFIX CORPORATE SEAL</p>
<p style="text-align: center;">WITNESS (2)</p> <p>1. <i>Mary Leigh</i></p> <p>2. <i>Thomas M. albus</i></p>	<p style="text-align: center;">CORPORATE SURETY</p> <p style="text-align: center;"><i>Buck Leigh</i></p> <p>BY <u>Buck Leigh, Attorney-in-Fact</u></p> <p style="text-align: center;">TITLE</p> <p style="text-align: right;">AFFIX CORPORATE SEAL</p>



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. 214725

Certificate No. 003514678

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

Jeannie A. Albus, Thomas M. Albus, and Buck Leigh

of the City of Lexington, State of South Carolina, 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 1st day of March, 2010.

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 1st day of March, 2010, 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, 2011.



[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, Kori M. Johanson, 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 18th day of October, 2010.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



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