

January 8, 2014

BID SUBMISSION REQUIREMENTS

A. Ramco Survey Stake Co., Inc.

685 North Main Street
West Bridgewater, Ma 02379
Contact: Mark McCloud
Ph: (508)580-3400 Fax: (508)580-0517
ramstakes@yahoo.com

B. The rail removal will be done by using the most non invasive approach by using:

Mini Excavator
Bobcat
Hydraulic Power Pack Tool
Bar Hand Tools
Torches
Cut off Saw

C. Ramco Survey Stake Co., Inc as the bidder is able and intends to abide by all the terms and conditions set forth in section VI of this RFB.

D. Estimated quality of rail material will be scrapped as a whole or by segments as applicable.

E. Estimated tonnage of rail material separately for Acton and Maynard

F. Estimated time line for removal based on start would be five weeks with demobilization of equipment and materials to follow. Not exceeding March 31, 2014.

G.

685 North Main Street
West Bridgewater, MA 02379

Ramco Survey Stakes Co., Inc.

Ph: (508) 580-3400
Fx: (508) 580-0517
ramstakes@yahoo.com

Ramco has attended the required Amtrak/MBTA classes and achieved certification for them

References

Mass Coastal Railroad
3065 Cranberry Highway Unit C24
Wareham, MA 02571

Contact: Ed Hart

Tel: 617-719-1122

Project: Shining Sea Bike Path, Falmouth, MA

Scope of Work:

Dug 6" trench and installed 6,470 feet of staked straw bales and 20,000 feet of silt fence during May and September 2008.

S&R Construction Enterprises

185 South Main Street
Newton, NH 03858

Contact: Mark Engelson

Tel: 603-382-6799

Project: MBTA Neponset River Bridges, Readville, MA

Scope of Work:

Dug 6" trench and installed 957 feet of staked haybales & silt fence in April and June, 2011 after attended safety classes on April 12, 2011.

Conrad Electric

289 Crescent St.
West Bridgewater, MA 02379

Contact: Dan Conrad

Tel: 508-580-6066

Project: Bronx, NY

Scope of Work:

Dug under train tracks removing rail pieces

Calare Properties

57 Broad Street
Hudson, Ma.

Contact: Bob Flynn

Tel: 781-856-9773

Project: Avon, Ma

Scope of Work:

Old Child World- Removed rail from parking lot (approx 200 lf)
and throughout the building (approx 150lf)

Exhibit G**Price Proposal / Bid Form****REMOVAL COST**

Labor and Other Costs	Cost Per Linear Foot Rail
Labor, equipment, material, administrative overhead, bonds, insurance premiums and other similar costs (lump sum)	\$ 0.50
Transportation of material to point of sale	\$ 0.22

ESTIMATED PROCEEDS OF SALE

Town	Total Length of Rail (feet)	Price Per Linear Foot
Acton	8,902.08	\$ 5.54
Maynard	11,812.42	\$ 5.54

PRICE PROPOSED TO TOWNS

Town	Total Length of Rail (feet)	Price Offered Per Linear Foot
Acton	8,902.08	\$ 0.72
Maynard	11,812.42	\$ 0.72

Exhibit F

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word person shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Marcia McLeod
Signature of person signing the bid or proposal

Ramco Survey Stake Co., Inc
Name of business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Ch.62C, S.49A (b) of the Massachusetts General Laws, I,

Marcia McLeod, authorized signatory for
(name)

Ramco Survey Stake Co., Inc, do hereby certify under the pains and penalties
(name of bidder)

of perjury that said bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Consultant

By: Marcia McLeod
(Signature of authorized representative)

President
(Title)

1/8/14
(Date)

AGREEMENT BETWEEN THE TOWN OF ACTON

AND Ramco Survey Stake Co., Inc.

Dated: January 8, 2014

This Agreement between the Town of Acton ("Seller"), a Massachusetts municipal corporation with a principal address at Town Hall, 472 Main Street, Acton, MA 01720 and Ramco Survey Stake Co., Inc., a C corporation having a usual place of business at 685 North Main St. West Bridgewater ("Purchaser") (collectively the "Parties") is entered into as of the date written above. 02379

WHEREAS, Seller owns a former railroad right-of-way within the Town of Acton which it plans to convert into a section of the Assabet River Rail Trail ("ARRT");

WHEREAS, the Town of Maynard owns another section of the former right-of-way within the Town of Maynard which it plans to convert into a section of the ARRT;

WHEREAS, other sections of the former railroad right-of-way pass through other Towns, which plan to convert such sections into the ARRT;

WHEREAS, Seller serves as the local project manager for sections of the ARRT running through the Towns of Acton and Maynard (the "ARRT property");

WHEREAS, the Acton-Maynard phase of construction of the rail trail on the ARRT property is scheduled to begin in 2015;

WHEREAS, Seller wishes to sell the steel rail currently located within the right-of-way running through the ARRT property in Acton and Maynard;

WHEREAS, Purchaser wishes to purchase the rail in the Acton/Maynard ARRT sections and is willing to remove and transport the rail from such sections at its own cost;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Sale and Purchase of Rail

1.1 Seller agrees to sell and Purchaser agrees to purchase and take possession of the rail and related materials (the rail) located in the Acton-Maynard sections of the ARRT for an amount of \$ 4,914,444. This amount represents a payment for 20,714.50 linear feet of rail and related rail materials (or 465 tons). Should the actual linear feet of removed rail exceed such quantity, the Purchaser shall pay an additional \$ 10 /linear foot for rail in excess of such quantity. Should the actual quantity of rail removed fall short of such number of linear feet, the

\$0.01 - PENNY.

Seller shall reimburse the Purchaser by the same \$___/linear foot for any shortfall in the actual amount of rail removed. Such adjusted payments shall be due at the time of demobilization of removal and transport activities.

1.2 Purchaser agrees to measure the amount of rail removed and stacked for transport, prior to its transport from the site, on a daily basis and report in writing such measurements of rail to the designated representative of the Seller. Seller shall have the right to verify such measurements within a reasonable time, provided that the transport of such rail from the site not be unreasonably delayed.

1.3 Purchaser shall remit the initial payment to the Seller on or before JUNE 1st, 2014.

1.4 Upon taking possession of the rail by removing it from the Acton-Maynard sections of the ARRT, all right, title and interest in the rail shall pass from the Towns of Acton and/or Maynard, as the case may be, to the Purchaser. The duly authorized representatives of the Towns of Acton and Maynard shall take all actions and execute such documents as the Purchaser may reasonably request in order to effect such transfer of title.

2. Conditions and Scope of Work of Rail Removal

2.1 The Purchaser shall be given access to the ARRT property in accordance with the location plan submitted in response to the Request for Bids ("RFB"), as such plan may be modified and approved by the designated representative of the Seller ("approved location plan"). All removal and transport work must be coordinated with the designated representative of the Seller.

2.2 The Purchaser shall adhere to the staging of equipment, and the stacking and storage of rail, in compliance with the approved location plan. The Purchaser shall make such security arrangements as it deems appropriate to secure the rail prior to transport, and shall bear the risk of loss of rail after its removal from the rail bed and throughout the time of its storage on site.

2.3 The Purchaser shall adhere to the schedule for removal submitted in response to the RFB, as such schedule may be modified and approved by the designated representative of the Seller, and as it may be updated from time to time, such updates also subject to the approval of the designated representative of the Seller. Should the Purchaser fail to meet the completion date in such schedule and any approved updates, the Seller reserves the right to terminate this Agreement in accordance with Section 8.1 below.

2.4 The hours of rail removal, transport and related work shall be limited to weekdays between the hours of 7:00 AM and 6:00 PM, and Saturdays between the hours of 8:00 AM and

5:00 PM. No removal, transport and related work shall be performed on Sundays and legal holidays.

2.5 The ARRT property must be left in substantially the same condition as existed prior to the removal of the rail. Therefore reclamation should not be necessary. However, in the event that any significant accidental disturbances occur in the process of rail removal, the Seller's designated representative shall be notified immediately, and determine necessary repairs and remediation to be carried out at no cost to the Towns of Acton or Maynard, and without affecting the agreed sale price of the rail materials.

2.6 In removing and transporting the rail, and any other activities without limitation conducted by the Purchaser on the ARRT property, the Purchaser shall comply with any and all Orders of Conditions and other lawful orders of the conservation commissions of the Towns of Acton and Maynard. Prior to commencing any work to remove the rail material, the designated representative of the Seller shall supply the Purchaser with copies of any such Order of Conditions.

2.7 Except for Orders of Conditions obtained by each Town from its respective conservation commissions, the Purchaser shall be responsible for obtaining at its own cost and complying with any other licenses and permits that may be required to remove and transport the rail.

2.8 No soil, trees, or shrubs shall be disturbed without the prior express written authorization of the Town of Acton. Removal of shrubs and trees on the tracks and in the immediate vicinity of the tracks shall be exempt from this provision to the extent necessary for the safe and efficient removal of the rail. All shrubs and trees removed from the tracks or immediate vicinity shall be taken off site and properly disposed. No materials, organic or otherwise shall be disposed of on site or within adjacent wetlands or any 100 foot wetlands buffer.

2.9 The Purchaser shall not remove any other materials, including rail ties, artifacts identified in the RFB and non-rail material from the ARRT property.

2.10 The Purchaser shall at its own expense take all necessary precautions for the safety of, and shall provide all protection necessary to prevent damage, injury or loss to employees of the Purchaser and any subcontractor hired by the Purchaser, to employees of the Seller during inspections of the removal and transport activities, to all other persons coming on to the property or to properties adjacent to the ARRT property.

2.11 The Purchaser shall at its own expense, preserve and protect from injury the ARRT property and properties adjacent thereto. The Purchaser shall take special care during the

removal, transport and related activities to avoid damage to underground structures such as without limitation utility lines and pipes, conduits, and culverts.

2.12 The Purchaser shall, on a daily basis, maintain the ARRT property in a clean and orderly condition.

2.13 The Purchaser shall keep itself fully informed of and comply with all federal, state and local laws and regulations that affect the rail removal and transport activities, including as they apply to those engaged or employed in such activities, and of all orders of governmental bodies having jurisdiction or authority over the same.

3. No Warranty

PURSUANT TO THIS AGREEMENT, THE SELLER SELLS AND THE PURCHASER TAKES THE RAIL "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE, WHETHER AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY THE SELLER. THE PARTIES AGREE THAT THE SELLER SHALL NOT BE DEEMED A MERCHANT UNDER ANY APPLICABLE SECTION OF THE MASSACHUSETTS UNIFORM COMMERCIAL CODE.

4. No Liens

The Purchaser shall not cause or create any mortgage, pledge, lien (including mechanics', labor or materialmen's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on the ARRT property. If Purchaser breaches its obligations under this Section, it shall immediately notify Seller in writing, shall promptly cause such Lien to be discharged and released of record without cost to Seller, and shall defend and indemnify Host against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

5. Insurance

5.1 Prior to rail removal, the Contractor shall procure and maintain, and shall cause all subcontractors to procure and maintain, insurance of the following types of coverage and limits of liability:

- a. Comprehensive General Liability ("CGL"), including products/completed operations, independent contractors and a "broad form" coverage endorsement, that must include contractual liability, property damage liability, bodily injury liability and personal injury liability. The minimum limit is

\$1,000,000 per occurrence for Bodily Injury and Property Damage on a combined single limit basis.

- b. Workers' Compensation Insurance to the extent required by statute.
- c. Automobile Bodily Injury and Property Damage limits of at least \$1,000,000.
- d. Employers' Liability Insurance of at least \$1,000,000.

5.2 All coverage shall be primary (unless otherwise noted), shall be written on an occurrence basis and shall be maintained without interruption from the date of this Agreement until the date of termination of this Agreement.

5.3 Certificates of insurance acceptable to the Town shall be filed with the Town prior to commencement of rail removal. The certificates and the insurance policies required by this Agreement shall not expire for at least one year from the date of issuance and shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire unless the Town has received at least 30 days prior written notice. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of this coverage shall be submitted with the final application for payment. The certificate of insurance and the insurance policies required hereunder shall name the Town of Acton as additional insured with respect to all work performed on behalf of the Town. The insuring company shall be reputable, admitted to do business in Massachusetts and having a rating by A.M. best of at least A. VII.

5.4 The Contractor shall, upon execution of this Agreement, furnish a performance bond and a labor and materials or payment bond, each of a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each in the sum of the cost for rail removal as set for the on the Bid Form.

5.5 The contractor shall, upon execution of this Agreement, furnish a sufficient security conforming in all respects to General Laws Chapter 30, Section 39A, for payment of all rental and transportation charges for the hire or use of trucks and other equipment upon such contract, on a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to Awarding Authority and in the sum of the cost for rail removal.

6. Indemnification

6.1 Purchaser's Indemnity: Purchaser shall indemnify, defend and hold harmless the Towns of Acton and Maynard, and their officers, agents and employees (each a "Indemnitee") of and

from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Seller, and damage or destruction of property, including, but not limited to, property of the Towns of Acton and Maynard, or other loss or damage (any of the foregoing, a "Claim") incurred by either of the aforementioned Towns, arising out of (i) negligent acts or omissions or willful misconduct of Purchaser, its agents, officers, directors, employees or contractors; or (ii) the material breach by Purchaser of any of its obligations under this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by either of the aforementioned Towns and any Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses.

6.2 Limitations: Purchaser's obligations pursuant to Section 6 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of the Towns of Acton and Maynard, the Indemnitees, or their respective other contractors, successors or assigns, or to the acts of third parties.

7. Limitation of liability.

NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR ANALOGOUS DAMAGES, OR LOSSES OR DAMAGES FOR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

8. Termination

8.1 Termination for Cause: Either Party may terminate this Agreement in the event of a material breach upon seven (7) days advance written notice, unless the breaching party cures such breach within such seven (7) days. In the event of any such termination for cause, the Seller shall reimburse the Purchaser for any purchase price paid for rail not yet removed, after making deductions for any damages caused by the Purchaser.

8.2 Termination for Convenience: Either Party may terminate this Agreement for convenience upon seven (7) days advance written notice. In the event of any such termination for convenience, the Seller shall reimburse the Purchaser for any purchase price paid for rail not yet removed.

9. Notices

9.1 Notice Addresses: Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as set forth herein or at such other address as may be designated in writing to the other Party.

If to the Seller:

The Town Manager
Acton Town Hall
472 Main Street
Acton, MA 01720

If to the Purchaser:

9.2 Notice Delivery: Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by e-mail, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified herein when hand delivered, upon confirmation of sending when sent by e-mail (if sent during normal business hours or the next business day if sent at any other time), on the day after being sent when sent by overnight delivery service, or five (5) business days after deposit in the mail when sent by U.S. mail.

10. Assignment

Purchaser shall not sell, transfer, assign, pledge or cause to be assumed this Agreement, in whole or in part, without the prior written consent of the Seller.

11. Miscellaneous

11.1 This Agreement constitutes the entire agreement and understanding between the Seller and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements between them relating to the subject matter hereof, which are hereafter of no further force or effect. The RFB issued by Seller and the bid and related materials submitted by Purchaser to Seller are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of the RFB and bid submitted by Purchaser, the provisions of this Agreement shall prevail

11.2 This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of the Seller and Purchaser.

11.3 This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without reference to its principles of conflicts of laws.

11.4 The relationship between Seller and Purchaser shall not be that of partners, agents, or joint venturers, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Seller and Purchaser, in performing any of their obligations hereunder, shall be independent contractors and shall discharge their contractual obligations at their own risk. Neither Party has the right to create an obligation for the other Party.

11.5 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile transmission of executed copies or signature pages for this Agreement shall be legal, valid and binding execution and delivery for all purposes.

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Agreement as an instrument under seal as of the Effective Date.

Steve L. Ledoux, Acton Town Manager



By: Marcia McLeod

Title: President

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:

(Name, legal status and address)

Ramco Survey Stakes, Inc.
685 North Main St.,
West Bridgewater, MA 02379

SURETY:

(Name, legal status and principal place of business)

**North American Specialty Insurance
Company**
160 Gould Street, Suite 118
Needham, MA 02494

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

**Town of Acton
MA**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of the Attached bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

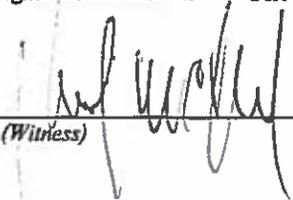
**Removal of Rail Assabet River Rail Trail Right of Way;
Project #1814-938**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **8th** day of **January, 2014**



(Witness)

Ramco Survey Stakes, Inc.

(Principal)

(Seal)

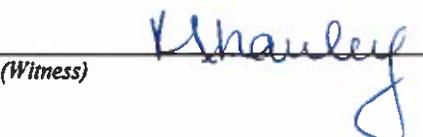


(Title) **PRESIDENT.**

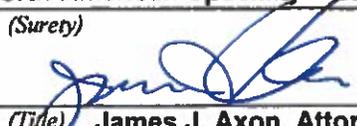
North American Specialty Insurance Company

(Surety)

(Seal)



(Witness)



(Title) **James J. Axon, Attorney-in-Fact**

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAMES J. AXON, GREGORY D. JUWA, MICHAEL F. CARNEY, WILDER PARKS, JR., PAUL A. PATALANO,
ADAM W. DESANCTIS, MICHAEL T. GILBERT, CHRISTINE B. GALLAGHER, BRYAN F. JUWA, DAVID A. BOUTIETTE,
RICHARD F. CARUSO and REBECCA SHANLEY JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



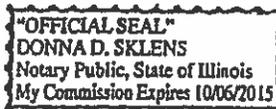
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 20th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of January, 2014.
[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company