

AMENDED AGREEMENT NO. 1 Final CONTRACT NO. CE0900537-01THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Cuyahoga, Ohio and Karvo Paving, Co., an Ohio Corporation, with principal offices located at 4524 Hudson Drive, Stow, Ohio 44224.WITNESSETH, that whereas in the performance of Contract No. CE0900537-01 between the above named parties, calling for the Improvement of the Royalton Road/West 130th Street Intersection in the Cities ofNorth Royalton and Strongsville, it is the opinion of the County of Cuyahoga, Ohio,

that it is necessary to make alterations and modifications as follows in said contract in order that the work be properly completed:

*The following plan quantity adjustments are based on final field measurements and calculations.*

WHEREAS, the Contractor has agreed and by these presents does agree to perform the work necessary to complete the contract in accordance with the alterations and modifications desired by the County of Cuyahoga, Ohio at the following prices for the following work, viz:

**INCREASED PLAN ITEMS**

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
3	PAVEMENT REMOVED	277.860	SY	\$ 6.25	\$ 1,736.63	1
4	WALK REMOVED	556.00	SF	\$ 0.25	\$ 139.00	2
16	SUBGRADE COMPACTION	193.90	SY	\$ 0.70	\$ 135.73	1
17	EXCAVATION OF SUBGRADE	380.12	CY	\$ 13.25	\$ 5,038.59	1
21	CUY COUNTY CTRLINE MONUMENT BOX ASSEMBLY, TYPE 1	2.000	EA	\$ 575.00	\$ 1,150.00	1
24	GUARDRAIL REBUILT	61.50	FT	\$ 23.50	\$ 1,446.25	2
26	4" CONCRETE WALK, APP	622.00	SF	\$ 3.00	\$ 1,866.00	2
35	TOPSOIL	238.37	CY	\$ 29.00	\$ 6,912.73	1
36	SEEDING & MULCHING AS PER PLAN	3,180.86	SY	\$ 0.83	\$ 1,675.09	1
37	SEEDING & MULCHING, CLASS 9C, APP	1,233.620	SY	\$ 0.63	\$ 777.18	1
40	COMMERCIAL FERTILIZER	0.031	TON	\$ 750.00	\$ 23.25	1
51	16" CONDUIT, TYPE B, 706.02, APP	1.000	FT	\$ 80.00	\$ 80.00	1
62	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	3.000	EA	\$ 210.00	\$ 630.00	1
67	DRAINAGE STRUCTURE, MISC.: TEST TEE, APP	3.000	EA	\$ 125.00	\$ 375.00	1
69	6" BASE PIPE UNDER DRAINS W/FABRIC WRAP, APP	4.000	FT	\$ 7.35	\$ 29.40	1
73	PAVEMENT PLANING, ASPHALT CONCRETE, APP	2,801.000	SY	\$ 2.25	\$ 6,227.25	1
74	FULL DEPTH PAVEMENT SAWING	1,150.300	FT	\$ 2.08	\$ 2,392.62	1
76	ASPHALT CONCRETE BASE, PG-64-22 (DRIVEWAYS), AS PER PLAN	26.826	CY	\$ 220.00	\$ 5,857.60	1
77	AGGREGATE BASE, APP	15.790	CY	\$ 42.50	\$ 671.08	2
78	TACK COAT	148.000	GAL	\$ 1.50	\$ 223.50	1
79	TACK COAT FOR INTERMEDIATE COURSE	176.000	GAL	\$ 1.50	\$ 264.00	1
81	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (DRIVEWAYS), AS PER PLAN	44.550	CY	\$ 260.00	\$ 11,583.00	1
82	6" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, AS PER PLAN	23.48	SY	\$ 95.00	\$ 2,230.60	1
83	8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, AS PER PLAN	159.84	SY	\$ 58.00	\$ 9,276.52	1
87	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, FIBER A, AS PER PLAN	84.92	CY	\$ 215.00	\$ 13,957.80	1
88	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, FIBER A, APP	130.22	CY	\$ 170.00	\$ 22,137.40	1
102	8" CONDUIT, TYPE C 748.02, APP	12.00	FT	\$ 42.00	\$ 504.00	2
103	CONDUIT BORED OR JACKED: 8" CONDUIT, APP	230.00	FT	\$ 56.00	\$ 12,880.00	2
109	GROUND MOUNTED SUPPORT, NO. 2 POST	10.000	FT	\$ 5.50	\$ 55.00	1
111	SIGN, FLAT SHEET	6.950	SF	\$ 14.00	\$ 97.30	1
114	REMOVAL OF GROUND MTD SIGN AND RE-ERECTION	5.000	EA	\$ 65.00	\$ 325.00	1
119	EDGE LINE	0.340	MILE	\$ 6,650.00	\$ 2,261.00	1
120	LANE LINE	0.15	MILE	\$ 2,600.00	\$ 390.00	1
121	CENTER LINE	0.60	MILE	\$ 6,000.00	\$ 3,600.00	1
122	CHANNELIZING LINE	289.00	FT	\$ 1.05	\$ 282.45	1
130	CONDUIT, 4", 725.04	10.00	FT	\$ 22.00	\$ 220.00	1
133	PULL BOX, 725.12, 13"x24"x24", APP	1.00	EA	\$ 700.00	\$ 700.00	1
144	DETECTOR LOOP, APP	1.00	EA	\$ 725.00	\$ 725.00	1
146	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG	23.00	FT	\$ 1.70	\$ 39.10	1
147	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	212.00	FT	\$ 1.90	\$ 402.80	1
151	LOOP DETECTOR LEAD-IN CABLE	309.00	FT	\$ 1.00	\$ 309.00	1
166	CONTROLLER, MISC.:PREEMPTION DETECTIVE CABLE	45.000	FT	\$ 2.00	\$ 90.00	1
172	LAW ENFORCEMENT OFFICER W/PATROL CAR	59.00	HR	\$ 56.50	\$ 3,333.50	1
175	WORK ZONE IMPACT ATTENUATOR (UNIDIRECTIONAL)	4.00	EA	\$ 2,086.00	\$ 8,340.00	1

**INCREASED PLAN ITEMS CONTINUED**

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
182	WORK ZONE CENTER LINE, CLASS 1, 740.06, TYPE 1	1.140	MILE	\$ 8,976.00	\$ 10,232.64	1
183	WORK ZONE EDGE LINE, CLASS 1, 740.06, TYPE 1	0.13	MILE	\$ 4,488.00	\$ 583.44	1
184	WORK ZONE CHANNELIZING LINE, CLASS 1, 740.06, TYPE 1	1,128.00	FT	\$ 1.70	\$ 1,917.60	1
185	WORK ZONE DOTTED LINE, CLASS 1, 740.06, TYPE 1	285.40	FT	\$ 1.25	\$ 356.75	1
186	WORK ZONE STOP LINE, CLASS 1, 740.06, TYPE 1	213.500	FT	\$ 5.10	\$ 1,088.85	1
					\$ 144,666.55	

**DECREASED PLAN ITEMS**

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
4	WALK REMOVED	(2,664.190)	SF	\$ 0.25	\$ (666.05)	1
5	CURB REMOVED	(108.700)	FT	\$ 2.20	\$ (239.14)	1
6	PIPE REMOVED, 24" AND UNDER	(121.200)	FT	\$ 28.50	\$ (3,454.20)	1
7	GUARDRAIL REMOVED FOR REUSE	(6.000)	FT	\$ 3.00	\$ (18.00)	2
9	CATCH BASIN OR INLET REMOVED	(1.000)	EA	\$ 90.00	\$ (90.00)	1
10	MONUMENT ASSEMBLY ABANDONED	(1.000)	EA	\$ 25.00	\$ (25.00)	1
13	ABANDON MISC.: TEST TEE	(10.000)	EA	\$ 32.00	\$ (320.00)	1
18	GRANULAR EMBANKMENT, APP	(343.310)	CY	\$ 34.00	\$ (11,672.54)	1
19	PROOF ROLLING	(3.500)	HR	\$ 65.00	\$ (227.50)	1
20	GEOTEXTILE FABRIC	(1,238.530)	SY	\$ 0.80	\$ (990.82)	1
22	MONUMENT BOX ADJ. TO GRADE, APP	(2.000)	EA	\$ 100.00	\$ (200.00)	1
26	4" CONCRETE WALK, APP	(1,277.060)	SF	\$ 3.00	\$ (3,831.18)	1
31	RIPRAP, APP	(155.590)	SY	\$ 64.00	\$ (9,957.76)	1
32	ROCK CHANNEL PROTECTION, TYPE C WITH FABRIC FILTER	(4.000)	CY	\$ 64.00	\$ (256.00)	1
34	SOIL ANALYSIS TEST	(2.000)	EA	\$ 200.00	\$ (400.00)	1
38	REPAIR SEEDING & MULCHING	(268.000)	SY	\$ 0.01	\$ (2.68)	1
39	INTER-SEEDING	(268.000)	SY	\$ 0.01	\$ (2.68)	1
41	LIME	(1.110)	ACRE	\$ 1.00	\$ (1.11)	1
42	WATER	(30.000)	MGAL	\$ 20.00	\$ (600.00)	1
44	EROSION CONTROL	(7,829.500)	FT	\$ 1.00	\$ (7,829.50)	1
46	6" CONDUIT, TYPE B, FOR DRAINAGE CONNECTION, APP	(200.000)	FT	\$ 25.00	\$ (5,000.00)	1
47	6" CONDUIT TYPE C FOR DRAINAGE CONNECTION, APP	(200.000)	FT	\$ 15.00	\$ (3,000.00)	1
49	12" CONDUIT TYPE B, 706.02, AS PER PLAN	(77.100)	FT	\$ 77.00	\$ (5,936.70)	1
50	12" CONDUIT TYPE C, 706.02, AS PER PLAN	(119.000)	LF	\$ 62.00	\$ (7,378.00)	1
52	18" CONDUIT, TYPE B, 706.02 CLIII, APP	(6.000)	FT	\$ 76.00	\$ (456.00)	1
58	CATCH BASIN NO. 2-2B, APP	(3.000)	EA	\$ 650.00	\$ (1,950.00)	1
59	INLET SIDE DITCH, APP	(3.000)	EA	\$ 930.00	\$ (2,790.00)	1
60	INLET RECONSTRUCTED TO GRADE, APP	(1.000)	EA	\$ 700.00	\$ (700.00)	1
64	MISCELLANEOUS METAL	(1,760.000)	LBS	\$ 0.85	\$ (1,496.00)	1
65	DRAINAGE STRUCTURE, MISC.: TEST TEE ADJ. TO GRADE	(10.000)	EA	\$ 42.00	\$ (420.00)	1
66	DRAINAGE STRUCTURE, MISC.: TEST TEE RECONSTRUCTED TO GRADE	(10.000)	EA	\$ 62.00	\$ (620.00)	1
68	6" SHALLOW PIPE UNDERGRAINS W/FABRIC WRAP, APP	(1,116.000)	FT	\$ 7.35	\$ (8,202.60)	1
70	EXFILTRATION TRENCH, TYPE C	(13.000)	FT	\$ 140.00	\$ (1,820.00)	1
71	PAVEMENT REPAIR, APP	(299.000)	CY	\$ 175.00	\$ (52,325.00)	1
72	PATCHING PLANED SURFACE	(599.000)	SY	\$ 1.00	\$ (599.00)	1
76	ASPHALT CONCRETE BASE, PG64-22, (DRIVEWAYS), AS PER PLAN	(73.060)	CY	\$ 118.00	\$ (8,621.08)	1
77	AGGREGATE BASE, APP	(26.930)	CY	\$ 42.50	\$ (1,144.53)	1
80	PRIME COAT	(3,479.000)	GAL	\$ 2.50	\$ (8,697.50)	1
83	8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, APP	(1.25)	SY	\$ 58.00	\$ (72.50)	2
84	CURB TYPE 6, APP	(771.70)	FT	\$ 10.00	\$ (7,717.00)	1
85	REINFORCED PAVEMENT FABRIC	(522.00)	SY	\$ 11.32	\$ (5,909.04)	1
86	SUBGRADE GEOTEXTILE FABRIC	(1,671.50)	SY	\$ 0.90	\$ (1,504.35)	1
93	ADJUST EXISTING CURB SHUT-OFF VALVE BOX TO GRADE	(2.00)	EA	\$ 28.00	\$ (56.00)	1
94	ADJUST EXISTING VAULT/MANHOLE FRAME AND COVER TO GRADE	(1.00)	EA	\$ 190.00	\$ (190.00)	1
95	MISCELLANEOUS METAL WORK	(810.00)	LBS	\$ 0.85	\$ (688.50)	1
96	EXTEND 1" WATER SERVICE CONNECTION, COMPLETE	(9.00)	FT	\$ 26.00	\$ (234.00)	1
97	EXTEND 2" WATER SERVICE CONNECTION, COMPLETE	(19.00)	FT	\$ 40.00	\$ (760.00)	1
98	WATER MAIN LOWERING	(1.00)	EA	\$ 9,000.00	\$ (9,000.00)	1

### DECREASED PLAN ITEMS CONTINUED

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
101	8" CONDUIT, TYPE B 748.02, APP	(70.660)	FT	\$ 170.00	\$ (12,010.80)	2
108	GROUND MOUNTED SUPPORT, NO. 2 POST	(63.500)	FT	\$ 5.00	\$ (317.50)	1
113	REMOVAL OF GROUND MOUNTED SIGN & DISPOSAL	(3.000)	EA	\$ 15.00	\$ (45.00)	1
115	REMOVAL OF GROUND MOUNTED POST SUPPORT & DISPOSAL	(4.000)	EA	\$ 25.00	\$ (100.00)	1
116	REMOVAL OF GROUND MOUNTED POST SUPPORT & REERECTION	(1.000)	EA	\$ 25.00	\$ (25.00)	1
118	REMOVAL OF POLE MOUNTED SIGN AND REERECTION	(4.000)	EA	\$ 40.00	\$ (160.00)	1
124	CROSSWALK LINE, TYPE A3, AS PER PLAN	(59.000)	FT	\$ 6.80	\$ (401.20)	1
125	ISLAND MARKING, TYPE A3, AS PER PLAN	(134.000)	SG	\$ 5.00	\$ (670.00)	1
128	CONDUIT, 2", 725.04	(216.000)	FT	\$ 6.50	\$ (1,404.00)	1
129	CONDUIT, 3", 725.04	(23.000)	FT	\$ 14.00	\$ (322.00)	1
131	CONDUIT JACKED OR DRILLED UNDER PAVEMENT	(8.000)	FT	\$ 16.80	\$ (135.20)	1
132	TRENCH	(260.000)	FT	\$ 5.00	\$ (1,300.00)	1
137	PLASTIC CAUTION TAPE, APP	(260.000)	FT	\$ 0.50	\$ (130.00)	1
148	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	(41.000)	FT	\$ 2.20	\$ (90.20)	1
152	POWER CABLE, 3 CONDUCTOR, NO. 6 AWG	(2.000)	FT	\$ 3.25	\$ (6.50)	1
188	CONTROLLER, MISC.: REUSE OF FIBER OPTIC INTERCONNECT	(1.000)	EA	\$ 1,470.00	\$ (1,470.00)	1
169	ROCK EXCAVATION, AS PER PLAN	(250.000)	CY	\$ 74.00	\$ (18,500.00)	1
170	TRAFFIC COMPACTED SURFACE TYPE A OR B, AS PER PLAN	(567.750)	CY	\$ 18.00	\$ (10,039.50)	1
171	2" ASPHALT CONCRETE WALK	(200.000)	SF	\$ 1.00	\$ (200.00)	1
173	WORK ZONE SPEED LIMIT SIGN	(12.000)	EA	\$ 100.00	\$ (1,200.00)	1
176	REPLACEMENT SIGN	(11.000)	EA	\$ 100.00	\$ (1,100.00)	1
177	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	(180.185)	CY	\$ 140.00	\$ (26,827.30)	1
178	BARRIER REFLECTOR	(64.000)	EA	\$ 5.00	\$ (270.00)	1
179	OBJECT MARKER, TWO WAY	(61.000)	EA	\$ 15.00	\$ (915.00)	1
180	PORTABLE CHANGEABLE MESSAGE SIGN	(10.000)	SNMT	\$ 650.00	\$ (6,500.00)	1
181	WORK ZONE LANE LINE, CLASS 1, 740.06, TYPE 1	(0.064)	MILE	\$ 2,500.00	\$ (135.00)	1
188	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS A, AS PER PLAN	(74.890)	SY	\$ 55.00	\$ (4,124.45)	1
189	WATER	(60.000)	MGAL	\$ 1.20	\$ (60.00)	1
190	CALCIUM CHLORIDE	(6.000)	TON	\$ 50.00	\$ (260.00)	1
191	PORTABLE CONCRETE BARRIER, 32"	(2,008.000)	FT	\$ 12.00	\$ (24,080.00)	1
				\$	\$ (290,640.31)	

### NEW PLAN ITEMS

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
198	INSTALL STEEL CASING UNDER CULVERT FOR SANITARY SEWER	1.00	LS	\$ 6,438.38	\$ 6,438.38	2
199	CHANGE SIGNAL TIMING FOR BETTER TRAFFIC FLOW	1.00	LS	\$ 254.76	\$ 254.76	1
200	INSTALL LSM NEXT TO CURB, NE SECTION	1.00	LS	\$ 2,839.66	\$ 2,839.66	1
201	INSTALL NEW PULL BOX @ ROYALTON PLAZA DRIVE	1.00	LS	\$ 1,218.43	\$ 1,218.43	1
202	ADJUST EXISTING PULL BOX @ SW RADIUS	1.00	LS	\$ 860.43	\$ 860.43	1
203	REMOVE & REPLACE SUBBASE TO ACHIEVE PROPER GRADE	1.00	LS	\$ 8,437.63	\$ 8,437.63	1
204	MODIFY MANHOLE DUE TO PLAN ELEV. ERROR STA. 762+67 RT	1.00	LS	\$ 1,198.60	\$ 1,198.60	1
205	SAW, REM. PAVEMENT IN INT. TO INSTALL ELEC. CONDUIT OUT OF CONSTRUCTION PHASE	1.00	LS	\$ 6,900.10	\$ 6,900.10	1
206	PLACE FS CONCRETE FOR CONDUIT TRENCHES	1.00	LS	\$ 1,672.68	\$ 1,672.68	1
207	INSTALL LANDSCAPE MATTING NW RADIUS BEHIND WALK	1.00	LS	\$ 1,184.68	\$ 1,184.68	1
208	REPAIR/REPLACE FIBER OPTIC INTERCONNECT NE QUADRANT	1.00	LS	\$ 17,787.70	\$ 17,787.70	1
209	REPLACE OVERHEAD STREET NAME SIGNS W/BIGGER SIGNAGE	1.00	LS	\$ 1,304.74	\$ 1,304.74	1
210	REMOVAL OF PAVEMENT MARKINGS PLACE LANE ARROWS	1.00	LS	\$ 6,386.84	\$ 6,386.84	1
211	SANITARY SEWER REPAIR @ STA 746+68	1.00	LS	\$ 1,981.28	\$ 1,981.28	1
212	ASPHALT BINDER PRICE ADJUSTMENT	1.00	LS	\$ 7,109.36	\$ 7,109.36	1
213	ADJUSTMENTS TO DECREASED QUANTITIES	1.00	LS	\$ 6,480.25	\$ 6,480.25	1
				\$	\$ 71,853.62	

DECREASED PLAN ITEMS @ PROJECT COST: \$(278,539.31)  
DECREASED PLAN ITEMS @ 100% CITY OF STRONGSVILLE: \$ (12,101.00)

INCREASED PLAN ITEMS @ PROJECT COST: \$127,481.22  
INCREASED PLAN ITEMS @ 100% CITY OF STRONGSVILLE: \$ 17,205.33

NEW PLAN ITEMS @ PROJECT COST: \$ 65,417.14  
NEW ITEMS @ 100% CITY OF STRONGSVILLE: \$ 6,436.38

GRAND TOTAL: \$ (74,120.24)

Therefore, the final contract amount can be decreased by (\$74,120.24).

It is now therefore agreed that the work shall be done by the Contractor at prices named above, and that the County of Cuyahoga, Ohio shall pay for the work when completed to its satisfaction at the said prices on estimates in the same manner as for the items in the original contract.

By entering into this amendment I agree on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of County of Cuyahoga, Ohio.

Nothing in this agreement shall in any way release either party from any of the obligations of the original contract.

Witness our hands and seals this 9th day of December, 2011.

Edward FitzGerald, County Executive

County of Cuyahoga, Ohio

2012-01-24 10:51:22

By: \_\_\_\_\_

Edward FitzGerald, County Executive

Karvo Paving Company

PRESIDENT

Contractor

We, the undersigned, sureties on the above mentioned contract, do hereby consent to the alterations and modifications, and agree that said changes shall not in any manner prejudice our liability under the Bond.

Travelers Casualty  
& Surety Company of America

Paul E. Cruciani, Attorney-in-fact



## 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. 216818

Certificate No. 004556466

**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

David M. Baloun, Elaine M. Dunn, Paul E. Cruciani, Richard K. Martindale, and W. Fred Kloots Jr.

of the City of North Canton, State of Ohio, 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 22nd day of September, 2011.

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: 

George W. Thompson, Senior Vice President

On this the 22nd day of September, 2011, 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.



  
 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

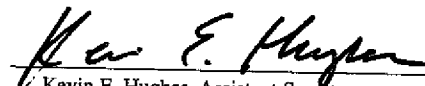
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 9th day of December, 20 11.

  
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](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.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2011

CAPITAL STOCK: \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 114,872,285	UNEARNED PREMIUMS	\$ 799,704,160
BONDS	3,646,582,212	LOSSES	841,938,863
INVESTMENT INCOME DUE AND ACCRUED	48,889,952	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,254,007
OTHER INVESTED ASSETS	422,372,168	LOSS ADJUSTMENT EXPENSES	518,743,284
PREMIUM BALANCES	270,891,422	COMMISSIONS	21,334,250
NET DEFERRED TAX ASSET	61,045,090	TAXES, LICENSES AND FEES	54,624,898
REINSURANCE RECOVERABLE	15,379,346	OTHER EXPENSES	19,842,342
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	60,449,587	FUNDS HELD UNDER REINSURANCE TREATIES	94,887,888
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	5,022,088	CURRENT FEDERAL AND FOREIGN INCOME TAXES	38,210,145
UNDISTRIBUTED PAYMENTS	4,508,704	REMITTANCES AND ITEMS NOT ALLOCATED	19,181,415
OTHER ASSETS	12,518	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	28,557,325
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,378,189
		POLICYHOLDER DIVIDENDS	6,951,565
		PROVISION FOR REINSURANCE	5,357,627
		PAYABLE FOR SECURITIES	24,698,553
		PAYABLE FOR SECURITIES LENDING	5,022,088
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(35,778,083)
		ESCHEAT LIABILITY	653,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	314,201
		TOTAL LIABILITIES	\$ 2,643,876,049
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,566,473,183
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,080,756,923
TOTAL ASSETS	\$ 4,549,633,872	TOTAL LIABILITIES & SURPLUS	\$ 4,549,633,872

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.  
CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2011.

*Michael J. Doody*  
SECOND VICE PRESIDENT

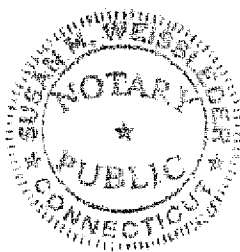
SUBSCRIBED AND SWORN TO BEFORE ME THIS  
15TH DAY OF SEPTEMBER, 2011

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER

Notary Public

My Commission Expires November 30, 2012



Office of Financial  
Regulation Services  
50 West Town Street  
Third Floor, Suite 300  
Columbus, Ohio 43215  
(614) 644-2658  
Fax (614) 644-3256  
www.ohioinsurance.gov

## Ohio Department of Insurance

John R. Kasich - Governor  
Mary Taylor - Lt. Governor/Director

### Certificate of Compliance



Issued	03/25/11
Effective	04/02/11
Expires	04/01/12

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health  
Aircraft  
Allied Lines  
Boiler & Machinery  
Burglary & Theft  
Commercial Auto - Liability Other  
Commercial Auto - No Fault  
Commercial Auto - Phys. Damage  
Credit  
Earthquake  
Fidelity  
Financial Guaranty  
Fire  
Glass  
Inland Marine  
Medical Malpractice  
Multiple Peril - Commercial  
Multiple Peril - Farmowners

Multiple Peril - Homeowners  
Ocean Marine  
Other Liability  
Private Passenger Auto - No Fault  
Private Passenger Auto - Liability Other  
Private Passenger - Phys. Damage  
Surety  
Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2010 that it has admitted assets in the amount of \$4,238,258,523, liabilities in the amount of \$2,436,034,011, and surplus of at least \$1,802,224,512.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date:

*Mary Taylor*

Mary Taylor  
Lt. Governor/Director

