MENDED AGREEMENT NO	1 Final	CONTRACT NO.	CE1100152-01	
THIS AGREEMENT, made and enter County of Cuyanoga, Ohio	red into this <u>24th</u> day	of April	, 20_12 by and between the	
and <u>Karvo Paving Company, an Ohl</u> B <u>tow, Ohio, 44224.</u>	o Corporation, with princ	ipal offices located at 45	524 Hudson Drive.	
WITNESSETH, that whereas in	the performance of Contr	act <u>CE1100152-01</u>	between the above named	

Repair and Resurfacing of Hillside Road from Broadview Road to Brecksville Road

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 actual field measurements and calculations. The new items were required to complete construction per plan.

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 at the following prices for the following work, viz:

#### INCREASED PLAN ITEMS

parties, calling for the

in the Cities of Independence and Seven Hills

Ref		<u></u>						
No.		Qtv.	<u>Unit</u>	ŭ	Init Price		<u>Total</u>	
4	WALK REMOVED	1.073.130	SF	\$	3.00	\$	3,219.39	
4		1,200.000	SF	\$	3.00	\$	3,600.00	
· 5	CURB REMOVED	24.300	FT	\$	5.00	\$	121.50	
13	EXCAVATION	36.370	CY	\$	22.00	\$	800.14	
19	LINEAR GRADING, AS PER PLAN	1,202.830	SY .	. \$ .	5.50	\$	6,615.57	
. 22	MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN	4.000	EA.	\$	350.00	\$	1,400.00	
28		982,110	SF.	\$	3.25	•	3,191.86	
28	,	1,090.000	SF	\$	3.25	\$	3,542.50	
29		1.000	EA	_	650.00		650.00	
32	· · · · · · · · · · · · · · · · · · ·	1.000	EA	\$	65.00	\$	65,00	
36	,	66.990	CY	\$	40.00		2,679.60	
37	· ····	1,202.830	SY.	\$	1.50		1,804.25	1
47	··	2.000	FT	\$.	70.00		140.00	1
59	THE STREET STREET STREET STREET STREET	6.000	ĒΑ	\$	425.00	\$	2,550.00	1
74	ASPHALT CONCRETE BASE, PG64-22 (DRIVEWAYS),	16.640	CY	\$	200.00	\$	3,328.00	1
~-	AS PER PLAN			•				
78	······································	502.300	GAL	\$	•	\$	1,004.60	1
, 80 04		3,617.510	SY	\$		\$	5,317.74	1
81	, 15, 15 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	91,440	CY	, <b>\$</b>	180.00	\$	16,459.20	1
83	TYPE A (448), AS PER PLAN ASPHALT CONCRETE SURFACE COURSE, TYPE 1,	20.250	OV.	•		•		
	PG64-22 (DRIVEWAYS), AS PER PLAN	28.350	CY	\$	230.00	\$	6,520.50	1
: 83	ASPHALT CONCRETE SURFACE COURSE, TYPE 1,	1.800	CY	\$	230.00	\$	44.4.00	
	PG64-22 (DRIVEWAYS), AS PER PLAN	1.000	C1	Φ	230.00	Þ	414.00	2
86	CURB, TYPE 2-A USING CLASS MS CONCRETE, AS PER	262,600	FT	\$	8.00	\$ .	2,100.80	1
	PLAN		• •	Ψ	0.00	Ψ.	۷, ۱۵۵.۵۵	•
87	CURB, TYPE 3-A USING CLASS MS CONCRETE, AS PER PLAN	53.400	FT	\$	7.00	\$	373.80	1
90	CONCRETE PAVEMENT JOINT CLEANED AND FILLED	316.000	FT	\$	2.50	à	790.00	1
94	GROUND MOUNTED SUPPORT, NO. 3 POST	17.000	FT	\$	10.00		170.00	1
95	SIGN POST REFLECTOR	1.000	EΑ	\$	45.00		45.00	1
99	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	3.000	EA	\$	15.00		45.00	1
101	DETECTOR LOOP, AS PER PLAN	1.000	EΑ	\$	950.00	:	950.00	1
	CENTER LINE, TYPE 1	0.010	MI	\$	750.00			1
	STOP LINE, TYPE 1	5.500	FT	\$	3.20			1
	CROSSWALK LINE, TYPE 1	358.000	FT	\$				
	LAW ENFORCEMENT OFFICER WITH PATROL CAR							1
.00	FOR ASSISTANCE	17.500	HR	\$	55.00 \$	i	962.50	1
112	WORK ZONE CENTER LINE, CLASS II	0.130	MI	\$	550.00 \$		· 71.50	1
							•	

AMENDMENT AGREEMENT NO. 1 KARVO PAVING CO. CE1 1001 52-01 PAGE 2

# **NEW PLAN ITEMS**

<u>ket.</u>								
No.	<u>Descriptions</u>	Qty.	<u>Unit</u>	ļ	Unit Price		<u>Total</u>	
19	LINEAR GRADING, AS PER PLAN	2,811.170	SY	\$	5.50	\$	15,461.44	2
36	TOPSOIL	155,150	CY	\$	40.00		6,206.00	2
37	SEEDING & MULCHING, AS PER PLAN	2,811.170	SY	\$	1.50	\$	4,216.76	2
126		1.00	LS	\$	1,613.64	\$	1,613.64	1
127	ADDITIONAL REPAIRS AND CLEAN UP DUE TO STORM DAMAGES	1.00	LS	\$	1,620.61	\$	1,620.61	1
128	ADDITIONAL MAILBOX ALTERATIONS DUE TO EXISTING STORM TRENCH	1.00	LS	\$	1,973.65	\$	1,973.65	1
129	STORM TRENCH DITCHING, AS DIRECTOR	1.00	LS	\$	8,211.32	S	8,211,32	1
130	EXPLORE REMOVE AND RESTORE/REPLACE EXISTING 12" STORM CONDUIT, AS DIRECTED	1.00	LS	\$	32,949.03	\$	32,949.03	1
130	EXPLORE REMOVE AND RESTORE/REPLACE EXISTING 12" STORM CONDUIT, AS DIRECTED	1.00	LS	\$	2,500.00	\$	2,500.00	3
131	EXCAVATE AND INSTALL MODIFIED STRUCTURE	1.00	LS	\$	1,413.47	\$	1,413,47	1
132	DECREASED QUANTITY ADJUSTMENT TO MAJOR ITEMS (109.04)	1.00	LS	\$		\$	2,740.58	1
133	ASPHALT BINDER ADJUSTMENT	1.00	LS	\$ .	1,637.95	\$	1,637,95	1
134	FUEL PRICE ADJUSTMENT	1.00	ĹS	\$		\$	6.681.82	1
:				Ψ	0,001,02	\$	87,226.26	•

**DECREASED PLAN ITEMS** 

Ref		_					
No.	Descriptions	Qtv.	<u>Unit</u>	<u>!</u>	<u> Unit Price</u>		Total
2	PAVEMENT REMOVED	(482.66)	SY	\$	8.00	\$	(3,861.28) 1
2	PAVEMENT REMOVED	(1,146.87)		\$	8.00	\$	(9,174,96) 2
3	WEARING COURSE REMOVED	(0.67)		\$	1.65	\$	(1.11) 1
6	PIPE REMOVED, 24" AND UNDER	(109.00)		\$	10.00		(1,090.00) 1
10		(1.00)	ËΑ	\$	350.00	\$	(350.00) 1
11	CATCH BASIN REMOVED	(1.00)	EΑ	\$	175.00	\$	(175.00) 1
13	EXCAVATION	(821.91)	CY	\$	22.00	\$	(18,082.02) 1
14	SUBGRADE COMPACTION	(8,512,77)	SY	\$	0.50	\$	(4,256.39)
14	SUBGRADE COMPACTION	(557.69)	SY	\$	0.50	\$	(278.85) -2
15	EXCAVATION OF SUBGRADE	(90.00)	CY		15.00	\$	(1,350,00) 1
16	EMBANKMENT, AS PER PLAN	(70.00)	CT	\$ \$	15.00	\$	(1,050.00)
17	GRANULAR EMBANKMENT, AS PER PLAN	(70.00)	CY	\$	15.00	\$	(1,050.00)
18	GEOTEXTILE FABRIC	(420.00)	SY	.\$	0.50	\$	(210.00) 1
20	CUYAHOGA COUNTY MONUMENT BOX	(1.00)		\$	650.00	\$	(650.00)
21	MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN	(1.00)	EΑ	\$	370.00	\$	(370.00) 1
23	RIGHT OF WAY MONUMENT	(1.00)	EΑ	\$	100.00	\$	(100.00) 1
31	TRUNCATED DOMES, AS PER PLAN	(1.00)	EA	\$	650.00	\$	(650.00) 1
33	MAILBOX SUPPORT SYSTEM, SINGLE	(8.00)	EΑ	\$	135.00	\$	(1,080.00) 1
34	MAILBOX	(00.9)	EΑ	\$	85.00	\$	(765.00) 1
35	SOIL ANALYSIS TEST	(2.00)	EA	\$	50.00	\$	(100.00) 1
38	COMMERCIAL FERTILIZER	(0.25)	TON	\$	500.00	\$	(125.00) 1
39	LIME	(0.40)	ACRE	\$	150.00	\$	(60.00) 1
40	WATER	(10.00)		\$	1.00	\$	(10,00) 1
41	EROSION CONTROL	(2,780.00)	EΑ	\$	1.00	\$	(2,780.00) 1
42	SEEDING AND EROSION CONTROL WITH TURF	(347.33)	SY	\$	2.75	Š	(955.16) 1
44	6" CONDUIT, TYPE F FOR UNDREDRAIN OUTLETS, AS	(8.00)	FT	\$	15.00	\$	(120.00) 1
	PER PLAN	, ,				•	(
45	12" CONDUIT, TYPE B, 706.02, AS PER PLAN	(11.00)	FT	\$	40.00	\$	(440.00) 1
46	12" CONDUIT, TYPE B FOR DRAINAGE CONNECTION,	(80.00)	FT	\$	20.00	\$	(1,600.00) 1
48	12" CONDUIT, TYPE C, FOR DRAINAGE CONNECTION,	(160.00)	FT	\$	26.00	\$	(4,160.00) 1
	AS PER PLAN	,					, ,
49	12" CONDUIT, TYPE D, AS PER PLAN	(70.00)	FT	\$	28.00	\$	(1,960.00) 1
	15" CONDUIT, TYPE D, AS PER PLAN	(32.00)	FT	\$	35.00	\$	(1,120.00) 1
51	18" CONDUIT, TYPE D, AS PER PLAN	(16.00)	FT	\$	40.00	\$	(640.00) 1
	CATCH BASIN, AS PER PLAN	(1.00)	EΑ	\$	1,200.00	\$	(1,200.00) 1
55	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	(1.00)	EA	\$	450.00	\$	(450.00) 1
56	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER	(5.00)	EΑ	\$	650.00	\$	(3,250.00) 1
	DI AN						•

AMENDMENT AGREEMENT No. 1 KARVO PAVING CO. CE1100152-01 PAGE 3

# **DECREASED PLAN ITEMS CONTINUED**

	D-6	<u>DECREASED PLAN ITEMS C</u>	ONTINUED				
	Ref No.		Qtv.	<u>Unit</u>	<u> </u>	<u> Init Price</u>	<u>Total</u>
	58	MANHOLE, NO. 1, AS PER PLAN	(1.00)	)· EA	. \$	1,500.00 \$	(1,500.00) 1
	60	"MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	(1.00)		. \$	500.00 \$	(500.00) 1
	61	6" SHALLOW PIPE UNDERDRAINS, AS PER PLAN	(133.00)	· FT	\$	6.00 \$	(798.00) 1
	63		(3.00)		\$	20.00 \$	(60.00) 1
	64	MISCELLANEOUS METAL	(834.00)		\$	0.80 \$	(667.20) 1
	65		(44.88)		\$	49.00 \$	(2,199.12) 1
	66		(7.24)		\$	172.00 \$	(1,245.28) 1
	67 68	—	(122.99)		\$	1.80 \$	(221.38) 1
		PAVEMENT PLANING, PORTLAND CEMENT PATCHING PLANED SURFACE	(0.67)		\$	4.20 \$	(2.81) 1
	70		(1,800.00) (100.00)		\$ \$	1.00 \$ 100.00 \$	(1,800.00) 1 (10,000.00) 1
	-	FULL DEPTH PAVEMENT REMOVAL AND RIGID	(51.22)		. \$	100.00 \$ 88.00 \$	(10,000.00) 1 (4,507.36) 1
	72	FULL DEPTH PAVEMENT SAWING	(1,204.50)		\$	1.25 \$	(1,505.63)
		ASPHALT CONCRETE BASE, PG64-22, AS PER PLAN	(29.14)		\$	120.00 \$	(3,496.80) 1
	75	AGGREGATE BASE, AS PER PLAN	(138.33)	CY	\$	49.00 \$	(6,778.17) 1
		AGGREGATE BASE, AS PER PLAN	(96.15)	CY	\$	49.00 \$	(4,711.35) 2
	76 77	TACK COAT TACK COAT, AS PER PLAN	(2,553.98).		\$	2.00 \$	(5,107.96) 1
	79	PRIME COAT	(182:00)		\$	2.80 \$	(509.60) 1
	•	PRIME COAT	(3,362.00) (72.00)		. \$ \$	3.00, \$ 3.00 \$	(10,086.00) 1 (216.00) 2
		ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM,	(49.24)	CY	\$	110.00 \$	(216,00) 2 (5,416.40) 1
		TYPE A (448), AS PER PLAN	(		•	ποισο φ	(0,710.70)
		6" REINFORCED CONCRETE PAVEMENT USING CLASS . MS CONCRETE, AS PER PLAN	(75.51)	SY	\$	43.00 \$	(3,246.93) 1
		6" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, AS PER PLAN	(320.83)	SY	\$	43.00 \$	(13,795.69) 2
•		8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, AS PER PLAN	(53.04)	SY	\$	46.00 \$	(2,439.84) 1
	85	8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, AS PER PLAN	(17.67)	SY	\$	46.00 \$	(812.82) 2
	88	CURB, TYPE 6 USING CLASS MS CONCRETE, AS PER PLAN	(60.70)	FT	\$	15.00 \$	(910.50) 1
	89 4	COMPACTED AGGREGATE, AS PER PLAN	(153.66)	CY	\$	50.00 \$	(7,683.00) 1
	91	CONCRETE PAVEMENT CRACK CLEANED AND FILLED	(228.00)	FT	\$	2.50 \$	(570.00) 1
		REINFORCED PAVEMENT FABRIC	(206.00)	SY	\$	5.65 \$	(1,163.90) 1
		BARRIER REFLECTOR	• •	EA	\$	10.00 \$	(40.00) 1
		SIGN SUPPORT ASSEMBLY, POLE MOUNTED SIGN, FLAT SHEET, TYPE G	(2.00)	EA	\$	55.00 \$	(110.00) 1
		EDGE LINE, TYPE 1	(0.50) (0.09) A	SF	\$	12.00 \$	(6.00) 1
		TRAFFIC COMPACTED SURFACE, TYPE A OR B, AS	::	CY	\$ \$	575.00 \$ 3.00 \$	(51.75) 1 · (721.86) 1
		PER PLAN 2" ASPHALT CONCRETE WALK	,				• "
		ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	`	SF CY	\$ \$	2.00 \$ 200.00 \$	(1,000.00) 1 (6,534.00) 1
	114	WORK ZONE EDGE LINE, CLASS I	(2.35) N		\$	600.00 \$	(1,410.00)
		WORK ZONE EDGE LINE, CLASS I, 642 PAINT	(4.80) N		\$	600.00 \$	(2,880.00)
	116 \	WORK ZONE STOP LINE, CLASS I, 642 PAINT	(185.00)	FT	\$	2.50 \$	(462.50) 1
		WORK ZONE CROSSWALK LINE, CLASS I, 642 PAINT	, ,	FT	\$	1.50 \$	(900.00) 1
		WATER CALCIUM CHLORIDE	(50.00) M		\$	5.00 \$	(250.00) 1
	.20 (	SINCOLONIA OF INCOLUNE	(10.00) T	ON	\$	10.00 \$	(100.00) 1
		•					

(169,932.60)

AMENDMENT AGREEMENT No. 1 KARVO PAVING CO. CE1 100152-01 PAGE 4

DECREASED PLAN ITEMS DECREASED PLAN ITEMS	. \$ \$		PROJECT COST CITY OF INDEPENDENCE
INCREASED PLAN ITEMS: INCREASED PLAN ITEMS:	\$ \$	61,227.40 8,356.64	PROJECT COST CITY OF INDEPENDENCE
NEW PLAN ITEMS: NEW PLAN ITEMS: NEW PLAN ITEMS:	\$ \$ \$		PROJECT COST PROJECT COST CITY OF SEVEN HILLS
GRAND TOTAL:	\$	(13,122.31)	

### Therefore, (\$13,122.31) is necessary to continue construction per plan intent.

it is now therefore agreed that the work shall be done by the Contractor at prices named above, and that the County shall pay for the work when competed 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, it's officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring. County signatures may be excepted 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 Cuyahoga County.

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 24th day of April, 2012

By: 2012 05 31 13:57:14
Edward FitzGerald, County Executive

Pacing Company

Pacing Company

Pacing Company

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. 004710236

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 each in their separate capacity if more than one is named above.	, State of to sign, execute, se	Ohio Il and acknowledge an	, t v and all bonds, reco	heir true and lawful ognizances, conditio	Attorney(s)-in-Fact,
other writings obligatory in the nature thereof on behalf of the	Companies in their	business of guarantee	ing the fidelity of p	ersons, guaranteeing	the performance of
contracts and executing or guaranteeing bonds and undertakings	required or permitt	ed in any actions or pr	oceedings allowed b	y law.	
				c 1 .1 ·	25th
~ 2012	trument to be signe	d and their corporate	eals to be hereto aff	fixed, this	
, , , , , , , , , , , , , , , , , , ,					
					·
•		•		• •	•
		U	nited States Fidelity	y and Guaranty Co	mpany
St. Faut Guardian Insuranc	e Company				
CASCAL SANITAGE AND THE SANITAGE STATE	STATE OF THE PARTY	SE INSURA	SUALTY AND OF	AD SURT	SSUTY AND CO
(2 1982)S) (3 1977)S) RINCORPORATED (1977)	E CORPORA	S CORPORATE OF	HARTFORD.	HARTFORD.	(MCOPFORMED)
Service Control of the Control of th	SEAN NO.	SEAL S	THE LEVEL OF THE PARTY OF THE P		AND AND
	Miller	Mary or ordered the second	<u> </u>	· · · · · · · · · · · · · · · · · · ·	
			1.	$\mathscr{T}\!$	
State of Connecticut		Ву:	Jany	Bothempor	<u>-</u>
City of Hartford ss.		•	George W Thom	pson, Senior Vice Presi	dent
		_		$\smile$	
On this the 25th day of January		2 , before me pers	onally appeared Geo	orge W. Thompson,	who acknowledged
Farmington Casualty Company Fidelity and Guaranty Insurance Company 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 Guaranty Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company Travelers Casualty and Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers					
	C. TETO				

58440-6-11 Printed in U.S.A.

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

# TRAVELERS CASUALTY AND SURFETY COMPANY OF AMERICA

#### HARTFORD, CONNECTICUT 00183

# FINANCIAL STATEMENT AS OF JUNE 30, 2011

CAPITAL STOCK \$ 6,480,000

ASSETS		CIABILITIES & SURPLUS	
CASH AND INVESTED CASH BONDS INVESTMENT INCOME DUE AND ACCRUED OTHER INVESTED ASSETS PREMIUM BALANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES SECURITIES LENDING REINVESTED COLLATERAL ASSETS UNDISTRIBUTED PAYMENTS OTHER ASSETS	\$ 114,672,285 3,646,592,212 48,685,952 422,372,168 270,881,422 61,045,090 15,379,846 60,479,847 5,022,088 4,508,704 12,518	UNEARNED PREMIUMS LOSSES REINSURANCE PAYABLE CN-PAID LOSSES & LOSS ADJ, EXPENSES LOSS ADJUSTMENT, EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES FUNDS HELD.UNDER REINSURANCE TREATIES CURRENT FEDERALEAND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / HETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED	5 799,704,12 941,936,26 2,254,00 516,743,28 21,334,25 34,624,69 19,842,34 84,887,66 38,210,14 16,181,41
		POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE PAYABLE FOR SECURITIES PAYABLE FOR SECURITIES LENDING CEDED REINSURANCE NET PREMIUMS PAYABLE ESCHEAT LIABILITY OTHER ACCRUED EXPENSES AND LIABILITIES	3,378,189 6,951,585 5,357,627 24,698,653 5,022,088 (26,778,083 653,441 314,201
		CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TO POLICYHOLDERS	6;480,000 453,803,760 1,565,473,163 2,005,768,923
TOTAL ASSETS	£ 4,549,635,872	TOTAL LIABILITIES & SURPLUS	4,649,693,872

STATE OF CONNECTICUT

COUNTY OF HARTFORD ) SS.

CITY OF HARTFORD

MICHAEL J. DOODY, BEING DULY SWORN, BAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND BURETY 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 SOTH DAY OF JUNE, 2011.

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

OTAN SOLUTION

NOTARY PUBLIC

SUSAN M. WEISSLEDER

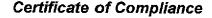
Notary Public

My Commission Expires November 30, 2013

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





Issued Effective Expires 03/26/12 04/02/12 04/01/13

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, 2011 that it has admitted assets in the amount of \$4,256,447,550, liabilities in the amount of \$2,604,372,282, and surplus of at least \$1,652,075,268.

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

Mary Jaylor Mary Taylor

Lt. Governor/Director