

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the

County of Cuyahoga, Ohio and Perk Company, Inc. an Ohio Corporation with principal offices located at 8100 Grand Avenue, Cleveland, Ohio, 44114.

WITNESSETH, that whereas in the performance of Contract No. CE1200208 between the above named parties, calling for

the Snow Road/Rockside Road Resurfacing, Restoration and Rehabilitation from Broadview Road to Lombardo Road in the Cities Parma and Seven Hills

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

*The following quantity adjustments are based on final field measurements and calculations. The new items were the result of unforeseen conditions and/or plan omissions and determined necessary to complete construction per plan intent.*

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

Ref. No.	Descriptions	Qty.	Unit	Unit Price	Total
3	WEARING COURSE REMOVED	1,291.02	SY	\$ 1.75	\$ 2,259.28
4	WALK REMOVED	1,466.25	SF	\$ 0.95	\$ 1,383.44
6	GUARDRAIL REMOVED, AS PER PLAN	25.00	LF	\$ 1.20	\$ 30.00
9	EXCAVATION	19.20	CY	\$ 25.00	\$ 480.00
19	MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN	2.00	EACH	\$ 450.00	\$ 900.00
21	GUARDRAIL, TYPE 5	25.00	LF	\$ 13.80	\$ 345.00
25	4" CONCRETE WALK, AS PER PLAN	1,695.43	SF	\$ 5.25	\$ 8,901.01
26	CURB RAMP, TYPE A2, AS PER PLAN	1.00	EACH	\$ 1,200.00	\$ 1,200.00
27	CURB RAMP, TYPE B1, AS PER PLAN	1.00	EACH	\$ 1,200.00	\$ 1,200.00
31	CATCH BASIN CLEANED	36.00	EACH	\$ 100.00	\$ 3,600.00
36	TOPSOIL	20.00	CY	\$ 10.00	\$ 200.00
49	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	6.00	EACH	\$ 950.00	\$ 5,700.00
51	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	14.00	EACH	\$ 450.00	\$ 6,300.00
57	MISCELLANEOUS METAL	12,318.00	LBS.	\$ 0.95	\$ 11,702.10
58	PARTIAL DEPTH PAVEMENT REPAIR, AS PER PLAN	347.40	SY	\$ 15.00	\$ 5,211.00
60	PAVEMENT PLANING, PORTLAND CEMENT CONCRETE, AS PER PLAN	91.92	SY	\$ 1.00	\$ 91.92
64	TACK COAT, TRACKLESS TACK, INTERMEDIATE COURSE	307.47	GAL	\$ 5.50	\$ 1,691.09
65	TACK COAT, TRACKLESS TACK, SURFACE COURSE	330.33	GAL	\$ 5.50	\$ 1,816.82
66	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-28, AS	77.31	CY	\$ 199.00	\$ 15,384.69
67	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, AS	137.82	CY	\$ 141.00	\$ 19,432.62
69	ASPHALT CONCRETE SURFACE COURSE, TYPE 1H, AS PER PLAN	43.94	CY	\$ 250.00	\$ 10,985.00
71	9" REINFORCED CONCRETE PAVEMENT, CLASS MS, AS PER PLAN	77.61	SY	\$ 65.00	\$ 5,044.65
79	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	22.00	EACH	\$ 450.00	\$ 9,900.00
95	LANE LINE	0.54	MILE	\$ 1,800.00	\$ 972.00
96	CENTERLINE, DOUBLE SOLID	0.50	MILE	\$ 4,800.00	\$ 2,400.00
97	CHANNELIZING LINE	20.50	LF	\$ 1.40	\$ 28.70
103	CHANNELIZING LINE	26.00	LF	\$ 1.50	\$ 39.00
104	STOP LINE	2.00	LF	\$ 9.00	\$ 18.00
106	LANE ARROW	3.00	EACH	\$ 125.00	\$ 375.00
108	CONDUIT, 2", 725.04	165.00	LF	\$ 11.00	\$ 1,815.00
109	CONDUIT, 3", 725.04	28.00	LF	\$ 16.50	\$ 429.00
112	CONDUIT, JACKED OR DRILLED, 3", 725.04	4.00	LF	\$ 30.00	\$ 120.00
113	TRENCH	192.00	LF	\$ 4.90	\$ 940.80
118	PLASTIC CAUTION TAPE, AS PER PLAN	192.00	LF	\$ 0.20	\$ 38.40
120	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG	225.00	LF	\$ 1.00	\$ 225.00
131	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	415.00	LF	\$ 1.70	\$ 705.60
132	SIGNAL CABLE, MISC.: PREEMPT DETECTOR CABLE	118.00	LF	\$ 0.85	\$ 100.30
133	INTERCONNECT CABLE, INTEGRAL MESSENGER WIRE TYPE, 6 PAIR	282.70	LF	\$ 4.30	\$ 1,215.61
136	LOOP DETECTOR LEAD-IN CABLE	1,713.00	LF	\$ 1.10	\$ 1,884.30
137	POWER CABLE, 3 CONDUCTOR, NO. 6 AWG	55.00	LF	\$ 5.60	\$ 308.00
151	CABINET RISER	2.00	EACH	\$ 537.00	\$ 1,074.00
159	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	12.50	HOUR	\$ 55.00	\$ 687.50
164	WORK ZONE LANE LINE, CLASS I	1.52	MILE	\$ 400.00	\$ 608.00
165	WORK ZONE CENTER LINE, CLASS I	4.52	MILE	\$ 2,500.00	\$ 11,300.00
168	WORK ZONE EDGE LINE, CLASS I	0.11	MILE	\$ 650.00	\$ 71.50
170	WORK ZONE STOP LINE, CLASS I	316.00	LF	\$ 2.50	\$ 790.00
176	FIELD OFFICE, TYPE B, AS PER PLAN	6.00	MOS	\$ 2,000.00	\$ 12,000.00
68A	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22, AS PER	6.50	CY	\$ 199.00	\$ 1,293.50

\$ 153,197.72

**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>
2	PAVEMENT REMOVED	(438.58)	SY	\$ 10.50	\$ (4,605.08)
5	PIPE REMOVED, 24" AND UNDER	(400.00)	LF	\$ 1.00	\$ (400.00)
7	MANHOLE REMOVED	(4.00)	EACH	\$ 50.00	\$ (200.00)
8	CATCH BASIN REMOVED	(10.00)	EACH	\$ 50.00	\$ (500.00)
10	SUBGRADE COMPACTION	(485.76)	SY	\$ 2.00	\$ (971.52)
11	EXCAVATION OF SUBGRADE	(420.00)	CY	\$ 5.00	\$ (2,100.00)
12	GRANULAR MATERIAL, TYPE B, AS PER PLAN	(2,150.00)	CY	\$ 15.00	\$ (32,250.00)
13	GRANULAR MATERIAL, TYPE C, AS PER PLAN	(850.00)	CY	\$ 15.00	\$ (12,750.00)
14	PROOF ROLLING	(0.30)	HOURL	\$ 45.00	\$ (13.50)
15	GEOTEXTILE FABRIC	(16,300.00)	SY	\$ 0.53	\$ (8,639.00)
16	LINEAR GRADING, AS PER PLAN	(669.45)	SY	\$ 1.00	\$ (669.45)
17	CUYAHOGA COUNTY CENTERLINE MONUMENT BOX ASSEMBLY, TYPE 1	(5.00)	EACH	\$ 450.00	\$ (2,250.00)
18	CUYAHOGA COUNTY MONUMENT BOX	(7.00)	EACH	\$ 450.00	\$ (3,150.00)
20	RIGHT OF WAY MONUMENT	(10.00)	EACH	\$ 450.00	\$ (4,500.00)
30	PIPE CLEANOUT	(3,870.00)	LF	\$ 2.00	\$ (7,740.00)
32	MONUMENT REFERENCING	(12.00)	EACH	\$ 100.00	\$ (1,200.00)
33	MAILBOX SUPPORT SYSTEM, SINGLE	(24.00)	EACH	\$ 95.00	\$ (2,280.00)
34	MAILBOX	(9.00)	EACH	\$ 65.00	\$ (585.00)
37	SEEDING AND MULCHING, AS PER PLAN	(133.23)	SY	\$ 0.35	\$ (46.63)
39	LIME	(1.00)	ACRE	\$ 300.00	\$ (300.00)
40	WATER	(20.00)	GAL	\$ 10.00	\$ (200.00)
41	EROSION CONTROL	(10,000.00)	EACH	\$ 1.00	\$ (10,000.00)
42	ABANDON, MISC.: TEST TEE	(2.00)	EACH	\$ 50.00	\$ (100.00)
43	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS, AS PER PLAN	(380.00)	LF	\$ 5.00	\$ (1,900.00)
44	12" CONDUIT, TYPE B, 706.02, AS PER PLAN	(200.00)	LF	\$ 45.00	\$ (9,000.00)
45	12" CONDUIT, TYPE C, 706.02, AS PER PLAN	(200.00)	LF	\$ 35.00	\$ (7,000.00)
46	CATCH BASIN, CUYAHOGA COUNTY NO. 3C, AS PER PLAN	(5.00)	EACH	\$ 1,200.00	\$ (6,000.00)
47	CATCH BASIN, NO. 6, AS PER PLAN	(1.00)	EACH	\$ 5,000.00	\$ (5,000.00)
48	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	(3.00)	EACH	\$ 450.00	\$ (1,350.00)
50	MANHOLE, NO. 3, AS PER PLAN	(4.00)	EACH	\$ 1,200.00	\$ (4,800.00)
52	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	(9.00)	EACH	\$ 950.00	\$ (8,550.00)
53	DRAINAGE STRUCTURE, MISC.: TEST TEE ADJUSTED TO GRADE	(2.00)	EACH	\$ 300.00	\$ (600.00)
54	DRAINAGE STRUCTURE, MISC.: TEST TEE RECONSTRUCTED TO GRADE	(2.00)	EACH	\$ 500.00	\$ (1,000.00)
55	DRAINAGE STRUCTURE, MISC.: TEST TEE, AS PER PLAN	(2.00)	EACH	\$ 600.00	\$ (1,200.00)
56	6" BASE PIPE UNDERDRAINS, 706.08(ES), AS PER PLAN	(1,364.00)	LF	\$ 4.50	\$ (6,138.00)
59	FULL DEPTH PAVEMENT REMOVAL AND FLEXIBLE REPLACEMENT	(95.33)	SY	\$ 25.00	\$ (2,383.25)
61	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS MS, APP	(2,199.19)	SY	\$ 45.00	\$ (98,963.55)
62	FULL DEPTH PAVEMENT SAWING	(8,555.13)	LF	\$ 0.75	\$ (6,416.35)
63	AGGREGATE BASE, AS PER PLAN	(1,347.44)	CY	\$ 25.00	\$ (33,686.00)
68	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 70-22M, AS PER PLAN	(10.07)	CY	\$ 185.00	\$ (1,862.95)
70	8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, APP	(19.85)	SY	\$ 62.00	\$ (1,230.70)
72	6" NON-REINFORCED CONCRETE PAVEMENT USING CLASS M8 CONCRETE, APP	(543.52)	SY	\$ 60.00	\$ (32,611.20)
73	CURB, TYPE 2B USING CLASS MS CONCRETE, AS PER PLAN	(352.97)	LF	\$ 5.00	\$ (1,764.85)
74	CONCRETE PAVEMENT JOINT CLEANED AND FILLED	(38,980.00)	LF	\$ 0.40	\$ (15,592.00)
75	CONCRETE PAVEMENT CRACK CLEANED AND FILLED	(43,320.00)	LF	\$ 0.40	\$ (17,328.00)
76	HYBRID GEOSYNTHETIC PAVING MAT	(5,067.88)	SY	\$ 2.90	\$ (17,596.88)
77	WATER METER MANHOLE ADJUSTED TO GRADE, AS PER PLAN	(6.00)	EACH	\$ 450.00	\$ (2,700.00)
78	FIRE HYDRANT REMOVED AND DISPOSED OF	(3.00)	EACH	\$ 360.00	\$ (1,080.00)
80	SERVICE BOX ADJUSTED TO GRADE, AS PER PLAN	(13.00)	EACH	\$ 450.00	\$ (5,850.00)
81	12" SPOOL PIECE, COMPLETE	(3.00)	EACH	\$ 3,993.00	\$ (11,979.00)
82	FURNISHING AND SETTING 6" HYDRANT ASSEMBLY, COMPLETE WITH 6"x12" CUT-IN-T	(3.00)	EACH	\$ 3,821.00	\$ (11,463.00)
83	GROUND MOUNTED SUPPORT, NO. 2 POST	(0.50)	LF	\$ 5.00	\$ (2.50)
85	SIGN SUPPORT ASSEMBLY, MAST ARM, AS PER PLAN	(2.00)	EACH	\$ 185.00	\$ (370.00)
86	SIGN SUPPORT ASSEMBLY, POLE MOUNTED	(7.00)	EACH	\$ 45.00	\$ (315.00)
87	SIGN, FLAT SHEET, TYPE G SHEETING, AS PER PLAN	(0.18)	SF	\$ 12.00	\$ (2.16)
88	SIGN, FLAT SHEET, TYPE H SHEETING, AS PER PLAN	(6.50)	SF	\$ 13.00	\$ (84.50)
90	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	(5.00)	EACH	\$ 15.00	\$ (75.00)
92	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	(3.00)	EACH	\$ 25.00	\$ (75.00)
94	REMOVAL OF POLE MOUNTED SIGN AND STORAGE	(8.00)	EACH	\$ 10.00	\$ (80.00)
98	STOP LINE	(62.30)	LF	\$ 5.75	\$ (358.23)
99	CROSSWALK LINE	(80.20)	LF	\$ 2.75	\$ (220.55)
100	LANE ARROW	(2.00)	EACH	\$ 85.00	\$ (170.00)
101	LANE LINE	(0.03)	MILE	\$ 1,500.00	\$ (45.00)
102	CENTERLINE, DOUBLE SOLID	(0.08)	MILE	\$ 4,400.00	\$ (352.00)
105	CROSSWALK LINE	(3.00)	LF	\$ 4.50	\$ (13.50)
107	REMOVAL OF DECORATIVE STREET SIGN AND SUPPORT AND REERECTION	(1.00)	EACH	\$ 200.00	\$ (200.00)
110	CONDUIT, 4", 725.04	(5.00)	LF	\$ 34.50	\$ (172.50)
111	CONDUIT, JACKED OR DRILLED, 2", 725.04	(70.00)	LF	\$ 15.00	\$ (1,050.00)

**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>
127	DETECTOR LOOP	(8.00)	EACH	\$ 680.00	\$ (5,440.00)
130	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	(1,120.00)	LF	\$ 1.40	\$ (1,568.00)
158	TRAFFIC COMPACTED SURFACE, TYPE A OR B, AS PER PLAN	(829.70)	CY	\$ 10.00	\$ (8,297.00)
160	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	(135.89)	CY	\$ 300.00	\$ (40,767.00)
161	MAINTAINING TRAFFIC, MISC: MAINTAINING EXISTING TRAFFIC SIGNALS	(3.00)	EACH	\$ 800.00	\$ (2,400.00)
162	PORTABLE CHANGEABLE MESSAGE SIGN	(106.00)	DAY	\$ 27.00	\$ (2,862.00)
163	REPLACEMENT SIGN	(6.00)	EACH	\$ 90.00	\$ (540.00)
166	WORK ZONE CENTER LINE, CLASS I, 740.06, TYPE I	(1.25)	MILE	\$ 8,300.00	\$ (10,375.00)
167	WORK ZONE CENTER LINE, CLASS II	(3.00)	MILE	\$ 500.00	\$ (1,500.00)
169	WORK ZONE CHANNELIZING LINE, CLASS I	(628.00)	LF	\$ 0.75	\$ (471.00)
171	WORK ZONE STOP LINE, CLASS I, 740.06, TYPE I	(36.00)	LF	\$ 4.00	\$ (144.00)
173	WATER	(10.00)	GAL	\$ 1.00	\$ (10.00)
174	CALCIUM CHLORIDE	(1.00)	TON	\$ 150.00	\$ (150.00)
					\$ (486,667.85)

**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>
182	WORK ZONE: EDGELINE, CLASS 1, 740.06, TYPE 1	0.17	MILE	\$ 5,534.21	\$ 940.82
183	WORK ZONE, LANE ARROW, CLASS 1, 740.02, TYPE 1	2.00	EACH	\$ 156.71	\$ 313.42
184	ADDITIONAL MILLING TO PROVIDE BEVELED EDGE	1.00	LUMP	\$ 2,037.43	\$ 2,037.43
185	REMOVE TREE LIMB AT HN# 3225 ROCKSIDE	1.00	LUMP	\$ 420.00	\$ 420.00
186	COSTS ASSOCIATED WITH INSTALLATION OF NEW 6" HYDRANTS	1.00	LUMP	\$ 12,519.20	\$ 12,519.20
187	PREMIUM TIME PICK UP FOR SURFACE COURSE PAVING	1.00	LUMP	\$ 16,854.82	\$ 16,854.82
188	COSTS ASSOCIATED WITH SIGNAL MODIFICATIONS	1.00	LUMP	\$ 11,127.25	\$ 11,127.25
189	WORK ZONE, LANE ARROW, CLASS 1, PAINT	8.00	EACH	\$ 59.77	\$ 478.16
190	WORK ZONE, CROSSWALK LINE, CLASS 1, PAINT	262.00	LIN FT.	\$ 1.85	\$ 484.70
191	ADDITIONAL COST FOR FS CONCRETE	1.00	LUMP	\$ 1,303.81	\$ 1,303.81
192	MODIFIED STREET NAMES SIGNS	1.00	LUMP	\$ 184.80	\$ 184.80
193	QUANTITY ADJUSTMENT TO MAJOR ITEMS AS PER 104.02 d	1.00	LUMP	\$ 8,205.94	\$ 8,205.94
					\$ 54,870.35

DECREASED PLAN ITEMS:	\$ (486,667.85)
INCREASED PLAN ITEMS:	\$ 153,197.72
NEW PLAN ITEMS:	\$ 54,870.35
	\$ (278,599.79)

**Therefore, the final contract can be decreased by (\$278,599.79).**

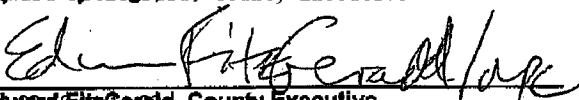
It is now therefore agreed that the work shall be done by the Contractor at prices named above, and that the County shall pay for the work when completed to its satisfaction at the said prices on estimates in the same manner as for the items in the original contract.

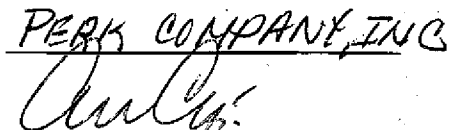
By entering into this amendment I agree on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, 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 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 \_\_\_\_\_ day of \_\_\_\_\_.

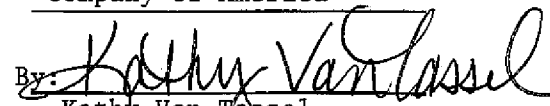
County of Cuyahoga, Ohio County Executive

  
By: Edward Fitzgerald, County Executive

  
PERK COMPANY, INC  
Contractor  
ANTHONY CIFANI  
SECR./TREAS.

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 and Surety  
Company of America

By:   
Kathy Van Tassel  
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. 225085

Certificate No. 005596671

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty 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 Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, 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

Linda M. Cowin, David W. Myer, Frank P. Middelberg, Kyp L. Ross, Bruce W. Lockhart, Kathy Van Tassel, Louis A. Colagrossi, Robert W. Lampus, Robert R. Eirons, Sandy Kruger, Lori Proch, Maggie Loeser, and Faith A. Studeny

of the City of Rocky River, 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 12th day of August, 2013.

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: 

Robert L. Raney, Senior Vice President

On this the 12th day of August, 2013, before me personally appeared Robert L. Raney, 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 14<sup>th</sup> day of January, 20 14

Kevin E. Hughes  
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.