



RESOURCE MANAGEMENT AGENCY COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: February 5, 2013

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 627-7010

SUBJECT: Notice of Completion for Construction of Betty Drive/Avenue 312 Realignment and Improvement Project - Phase 2B

REQUEST(S):

That the Board of Supervisors:

1. Accept the work for construction of the Betty Drive/Avenue 312 Realignment and Improvement Project - Phase 2B as completed by American Paving Company of Fresno, California;
2. Authorize the Chairman to sign the Notice of Completion;
3. Direct the Clerk of the Board to have the Notice of Completion recorded with the County Recorder; and
4. Accept the bond to release money withheld on the stop notice in the amount of \$56,074.48 from MCM Construction, Inc. (subcontractor to the prime contractor, American Paving Company) dated November 16, 2011 as filed with the Clerk of the Board of Supervisors in response to a stop notice filed by Advance Drilling Works, Inc. on October 31, 2011 per California Civil Code Section 3196.

SUMMARY:

This Notice of Completion is for the construction of the Betty Drive/Avenue 312 Realignment and Improvement Project - Phase 2B. This project was approved (Tulare County Redevelopment Agency Resolution Number RA 2010-38) by the Tulare County Redevelopment Agency Board of Directors for bidding on September 28, 2010. The lowest responsible and responsive bid was submitted by American Paving Company of Fresno, California who was awarded the contract on December 7, 2010 in the amount of \$8,511,479 under Tulare County Redevelopment Agency Agreement Number RA 208. This agreement was subsequently transferred to the Tulare County Resource Management Agency on March 8, 2011 (Tulare County Redevelopment Agency

SUBJECT: Notice of Completion for Construction of Betty Drive/Avenue 312
Realignment and Improvement Project - Phase 2B.

DATE: February 5, 2013

Resolution Number RA 2011-04 and Tulare County Resolution Number 2011-131).

An allowance of 10% of the contract amount, or \$851,148, was authorized for contingencies at the time of project approval, setting the total approved contract amount at \$9,362,627.

There were eleven (11) Contract Change Orders (CCO) approved for this project during construction:

1. Provided for additional traffic control as force account work as required during various stages of construction. Total cost for this CCO = \$20,388.24 (increase)
2. Not implemented.
3. Located existing monuments, filed a corner record for monuments that were destroyed by construction and installed a temporary fence on the north side of Betty Drive. Total cost for this CCO = \$4,000 (increase)
4. Deleted a large retaining wall to be constructed adjacent to the former location of Lydia's Restaurant. The elimination of the retaining wall saved several hundred thousand dollars in contract items of work. The Contractor incurred costs that were not reflected in the contract items to prepare to build this wall prior to the County and the Contractor being notified of the owner's intention to close Lydia's Restaurant, which made the elimination of the wall possible. This CCO compensated the Contractor only for work performed prior to the deletion of this retaining wall and the significant savings to the County were realized in the adjustment of pay quantities for contract items of work. Total cost for this CCO = \$24,828.78 (increase)
5. Added various items of work required during the early stages of the project, including temporary business signs and modification to the existing timber barricades. Total cost for this CCO = \$11,686 (increase)
6. Excavated additional material at the stockpile location to reduce the amount of import required, and expanded the retention basin with new irrigation and grass hydroseeded areas. Total cost for this CCO = \$38,430.17 (increase)
7. Added various items of work including the replacement of a section of failing asphalt concrete at the Robinson Road - Avenue 312 intersection, painting the sound wall on the south side of Betty Drive, and adding portable changeable message signs at the new traffic signal locations. Total cost for this CCO = \$50,924.45 (increase)
8. Revised the driveway to Buzz's Drive-In, reconstructed a portion of the existing retaining wall and parking area, and added storm drain work. Total Cost for this CCO = \$82,895 (increase)
9. Additional compensation due to differing site conditions encountered during drilling operations for the Cast-In-Drilled-Hole (CIDH) Piles at Bent 2. Total cost of this CCO = \$177,367.23 (increase)
10. Added various items of work during the final stages of the project, including profile grinding at locations on Avenue 312, rock blanket erosion control at various locations, and additional concrete path at the southeast corner of the Betty Drive - Road 67 intersection. Total cost of this CCO = \$48,343 (increase)
11. Documented a no cost change for overruns in various bid items of work.
Total cost for this CCO = \$0.00

SUBJECT: Notice of Completion for Construction of Betty Drive/Avenue 312
Realignment and Improvement Project - Phase 2B.

DATE: February 5, 2013

This contract has a "Compensation Adjustment for Asphalt Price Index Fluctuations" clause. At the time of the award, the base price for the oil was set for this contract. During the construction of this project, the index rose resulting in additional compensation to the contractor in the amount of \$40,962.59.

The contract included a provision that the Contractor would be responsible for paying for the cost of re-testing materials that failed the initial acceptance test. The cost of additional testing was \$3,394, which was deducted from the Contractor's payment.

The Final Project Cost to complete this project is \$8,836,618.01 which is 3.82% above the bid amount and is 5.62% below the authorized contract amount plus contingencies.

Advanced Drilling Works, Inc., a second tier subcontractor performed pile installation work they consider worth \$44,859.58 for MCM Construction, Inc., a first tier subcontractor. MCM did not pay Advanced Drilling for this work. Advanced Drilling filed a stop notice with the County to withhold payment to the prime contractor, American Paving Company in this amount dated October 31, 2011. MCM provided the County with a bond to release money withheld on the stop notice dated November 16, 2011 in the amount of 125% of the claim, or \$56,074.48. Staff filed this bond with the Clerk of the Board of Supervisors and continued to make full progress payments to American Paving for work performed on this project. Under California Civil Code Section 3196, this action is discretionary. The Board is being asked to formally accept this bond as filed with the Clerk of the Board.

FISCAL IMPACT/FINANCING:

The construction phase of the project was funded by a contribution from the City of Visalia (Tulare County Redevelopment Agency Agreement Number RA-205), a contribution from the Tulare County Transportation Authority (Measure R) (Tulare County Agreement Number 25353), a contribution from the Tulare County Redevelopment Agency, and a grant from the Proposition 1B Highway Rail Crossing Safety Account (HRCSA).

Contract Bid amount:	\$8,511,479.00
10% of amount authorized for contingencies	<u>851,148.00</u>
Authorized Contract Bid Amount + contingencies	\$9,362,627.00
 Amount payable to Contractor	 \$8,331,127.21
Contract Change Orders	467,922.21
Asphalt Price Index Fluctuation	40,962.59
Deductions for materials re-test (credit)	<u>(3,394.00)</u>
Final Contract Amount	\$8,836,618.01

The final project cost to complete this project is 3.82% above the contract bid amount and is 5.62% below the authorized contract amount plus contingencies.

SUBJECT: Notice of Completion for Construction of Betty Drive/Avenue 312
Realignment and Improvement Project - Phase 2B.

DATE: February 5, 2013

There is no net cost to the County General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

This project enhances Safety and Economic Well-Being by improving the safety and efficiency of the Betty Drive and Avenue 312 roadways, which form an important transportation corridor in Tulare County.

ADMINISTRATIVE SIGN-OFF:

Britt L. Fussel, P.E.
Assistant Director—Public Works
County Surveyor

BLF:JW

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Attachment A - Vicinity Map
Attachment B - Notice of Completion
Attachment C - Stop Notice
Attachment D - Bond to Release Money Withheld on Stop Notice

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF NOTICE OF)
COMPLETION FOR CONSTRUCTION)
OF BETTY DRIVE/AVENUE 312) Resolution No. _____
REALIGNMENT AND IMPROVEMENT)
PROJECT - PHASE 2B)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD FEBRUARY 5, 2013, BY THE
FOLLOWING VOTE:

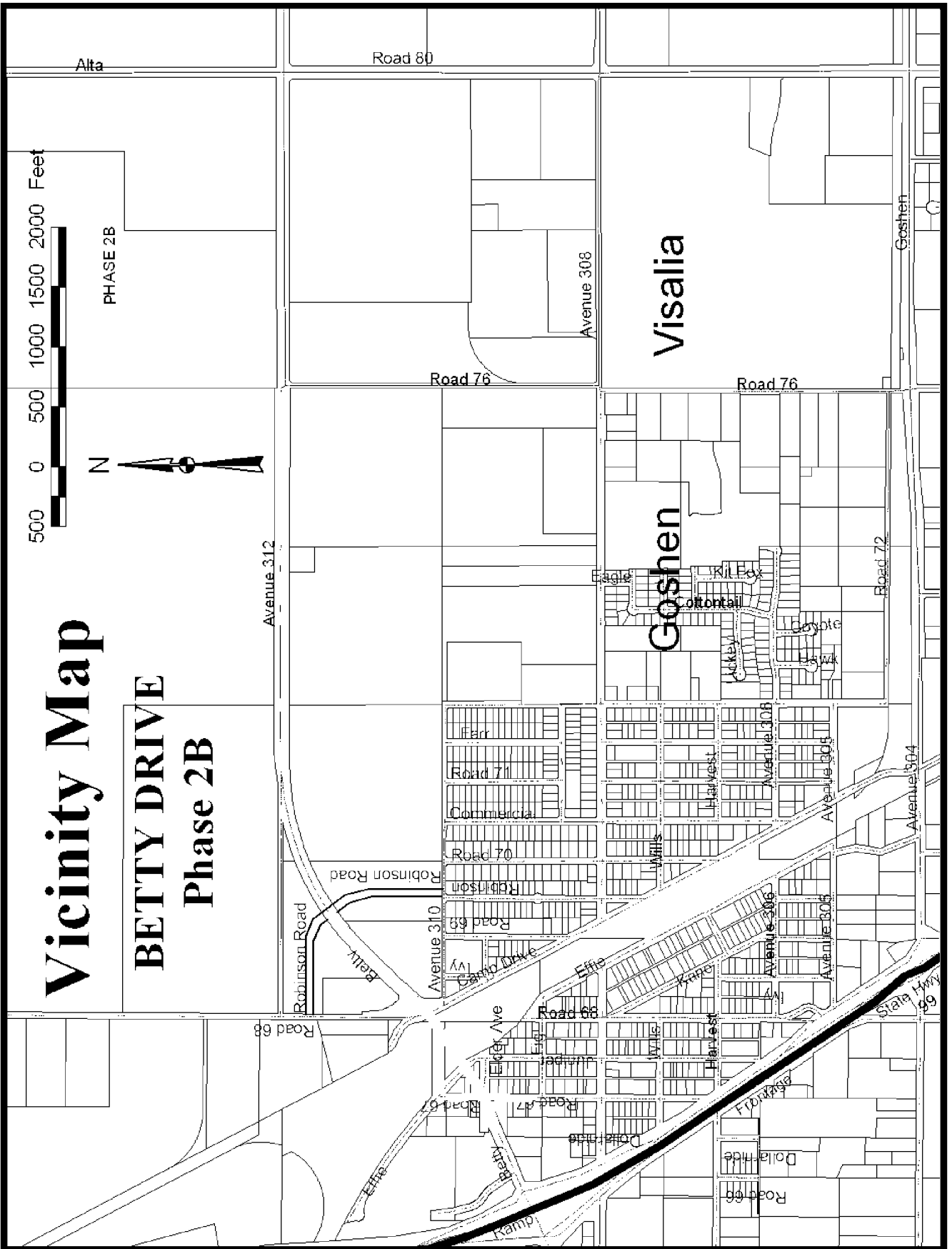
AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Accepted the work for construction of the Betty Drive/Avenue 312 Realignment and Improvement Project - Phase 2B as completed by American Paving Company of Fresno, California;
2. Authorized the Chairman to sign the Notice of Completion;
3. Directed the Clerk of the Board to have the Notice of Completion recorded with the County Recorder; and
4. Accepted the bond to release money withheld on the stop notice in the amount of \$56,074.48 from MCM Construction, Inc. (subcontractor to the prime contractor, American Paving Company) dated November 16, 2011 as filed with the Clerk of the Board of Supervisors in response to a stop notice filed by Advance Drilling Works, Inc. on October 31, 2011 per California Civil Code Section 3196.



Attachment B

When recorded return to:
Clerk of the Board
County of Tulare
2800 West Burrel
Visalia, CA 93291

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The County of Tulare, a political subdivision of the State of California, is the owner of the work of improvement stated below.
2. The full address of the owner is: County of Tulare, 2800 W. Burrel Ave., Visalia, California, 93291.
3. The County of Tulare, a public agency, owns the hereinafter described work of improvement.
4. No other person(s) or corporation(s) owns any interest therein.
5. The name of the project is: Construction of Betty Drive/Avenue 312 Realignment and Improvement Project Phase 2B.
6. On the 5th day of February, 2013, the Board of Supervisors of Tulare County in Resolution Number _____ accepted as complete the work of improvement in Tulare County Redevelopment Agency Agreement Number RA-208 for the project identified above.
7. The name of the contractor for the work of improvement described in Tulare County Redevelopment Agency Agreement Number RA-208 is American Paving Company. The contractor's address is American Paving Company, P.O. Box 4348, Fresno, CA 93744.
8. The project was located on: Betty Drive/Avenue 312/Riggin Avenue between State Route 99 and Robinson Road, in the community of Goshen, County of Tulare, State of California.

The undersigned affirms that he is authorized to execute this Notice of Completion for the County of Tulare, that he has read the foregoing Notice, knows the contents hereof and that the facts stated herein are true; that he executes this Notice on behalf of and pursuant to the authorization of the Board of Supervisors of the County of Tulare.

COUNTY OF TULARE
BOARD OF SUPERVISORS

State of California
County of Tulare

Pete Vander Poel, Chairman

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2013, by _____, proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me.

Date: _____

Notary Signature

Attachment C

Stop Notice

CALIFORNIA CIVIL CODE SECTION 3103

NOTICE TO: TULARE COUNTY REDEVELOPMENT AGENCY 5961 S. MOONEY BLVD., VISALIA, CA 93277

(If Private Job - file with responsible officer or person at office or branch of construction lender administering the construction funds or with the owner - CIVIL CODE SECTIONS 3156 - 3175)

(If Public Job - file with office of controller, auditor, or other public disbursing officer whose duty it is to make payments under provisions of the contract - CIVIL CODE SECTIONS 3179 - 3214)

Prime Contractor: AMERICAN PAVING P. O. BOX 4348, FRESNO, CA 93744

Sub Contractor (If Any): MCM CONSTRUCTION 6413 32ND STREET, NORTH HIGHLANDS, CA 95660

Owner or Public Body TULARE COUNTY REDEVELOPMENT AGENCY

Improvement known as BETTY DRIVE AVENUE 312 REALIGNMENT, MCM JOB#343, GOSHEN, CA

County of TULARE, State of California.

ADVANCED DRILLING WORKS INC. Claimant, a CALIFORNIA CORPORATION

furnished certain labor, service, equipment or materials used in the above described work of improvement. The name of the person or company by whom claimant was employed or to whom claimant furnished labor, service, equipment, or materials is MCM CONSTRUCTION 6413 32ND STREET, NORTH HIGHLANDS, CA 95660

The kind of labor, service, equipment, or materials furnished or agreed to be furnished by claimant was:

DRILLING CONCRETE PIERS

Total value of labor, service, equipment, or materials agreed to be furnished..... \$ 105,404.58

Total value of labor, service, equipment, or materials actually furnished is... \$ 44,859.38

Credit for materials returned, if any. \$ 0.00

Amount paid on account, if any \$ 0.00

Amount due after deducting all just credits and offsets.. \$ 44,859.38

YOU ARE HEREBY NOTIFIED to withhold sufficient monies held by you on the above described project to satisfy claimant's demand in the amount of \$ 44,859.58 and in addition thereto sums sufficient to cover interest, court costs and reasonable costs of litigation, as provided by law.

A bond (CIVIL CODE SECTION 3083) _____ attached. (Bond required with Stop Notice served on construction lender on private jobs - bond not required on public jobs or on Stop Notice served on owner on private jobs).

Date: 10/31/2011 Name of Claimant: ADVANCED DRILLING WORKS INC.

By: _____

Sandra Rhoades
SANDRA RHOADES

VERIFICATION

I, the undersigned, state: I am the CONTROLLER of the claimant named in the foregoing Stop Notice; I have read said claim of Stop Notice and know the contents thereof, and I certify that the same is true of my own knowledge. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11/28/2011, at PLEASANTON, State of California.

Sandra Rhoades

REQUEST FOR NOTICE OF ELECTION

(Private Works Only)

If an election is made not to withhold funds pursuant to this Stop Notice by reason of a payment bond having been recorded in accordance with Sections 3235 or 3162, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed preaddressed stamped envelope to the address of the claimant shown above. This information must be provided by you under Civil Code Sections 3159, 3161 or 3162.

Signed: _____

Attachment D

Bond No. 105621012
Premium: \$ 252 00

BOND TO RELEASE MONEY WITHHELD ON STOP NOTICE

KNOW ALL MEN BY THESE PRESENTS:

That we, M C M Construction, Inc. hereinafter called Principal,
as Principal, and Travelers Casualty and Surety Company of America, a corporation
organized and existing under the laws of the State of CT, and authorized to transact business in
the State of California, hereinafter called Surety, as Surety, are held and firmly bound unto Advanced
Drilling Works Inc and any authority or authorities, board or
boards, officer or officers having control over distribution of money due, or to become due under the
contract, hereinafter called the Oblgee, in the sum of Fifty Six Thousand Seventy Four Dollars
and 48/100 Dollars (\$ 56,074 48), lawful money of the United States of America,
for the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assign, jointly and firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, the said Principal was awarded and entered into a written contract with the Oblgee
for Drilling Concrete Piers

WHEREAS, a certain Stop Notice under date of October 31, 2011 has been filed by
Advanced Drilling Works Inc against payments which
are due the said Principal in connection with said contract, in the amount of Forty Four Thousand
Eight Hundred Fifty Nine Dollars and Dollars (\$ 44,859 58); and

WHEREAS, the said Principal disputes the correctness and validity of said claim so filed, and
desires that the funds now due him under the provisions of said contract shall be delivered to him
notwithstanding said Stop Notice.

NOW, THEREFORE, if the above named Principal shall fully protect the Oblgee, hereinafter called the
Obligee, against any loss by reason of or arising out of the acceptance of this bond, or the release of said money,
payment thereto to said Principal, and shall pay any sum which said claimant may recover on said claim,
together with the costs of suit in said action, not exceeding the penal sum of this bond, then this obligation
shall be void, otherwise it shall be and remain in full force and effect.

This bond is given and accepted under and in accordance with provision of Section 3196 of the Civil Code
of the State of California

SIGNED, SEALED AND DATED THIS 16th DAY OF November, 2011

M C M Construction, Inc

Travelers Casualty and Surety Company of America

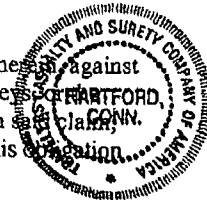
By: 

By: 

Jean L. Neu

James Carter, President

Attorney-in-Fact



ACKNOWLEDGMENT

State of California

County of Santa Clara)

On November 16, 2011 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

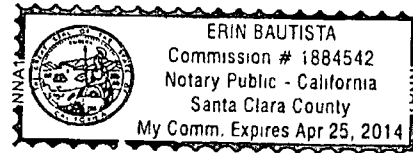
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





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. 223488

Certificate No. 004454128

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

Bryan D. Martin, Bradley N. Wright, Jean L. Neu, Enn Bautista, and Frances Murphy

of the City of San Jose, State of California, 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 3rd day of August, 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
 George W. Thompson, Senior Vice President

On this the 3rd day of August, 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
 Marie C. Tetreault, Notary Public

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

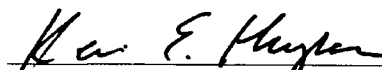
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 16th day of November, 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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER