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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(L)(3)

Date: February 3, 2015

To: Honorable Chairman Jean Monestime
and members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Change Order No. 2 and Final for the Design-Build Services for the Project Entitled Rehabilitation of Bridges No. 874541 and 874544 on the Rickenbacker Causeway (Project No: DB13-PWWM-01 ER; Contract No: 20120152), to Kiewit Infrastructure South Co.

Resolution No. R-108-15

Recommendation

The attached Change Order No. 2 and final, for a contract between Kiewit Infrastructure South Co. (Kiewit), and Miami-Dade County has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval. This Change Order increases the contract amount by $132,017.21. Through this Change Order, the total contract amount increases to $33,082,017.21, which remains approximately 15 percent lower than the second lowest proposer's proffered lump sum price of $39,123,456.00. Additionally, the increased amount approved through Change Order No. 1 (BCC Resolution R-335-14) along with this increase amounts to approximately 8.75% of the original contract base amount, which is below the typical 10% contingency allowance included in typical construction contracts to address unforeseen conditions and/or additional work.

CHANGE ORDER NO: 2 and Final

Scope

PROJECT NAME: Design-Build Services for the Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway

PROJECT NO: DB13-PWWM-01 ER

CONTRACT NO: 20120152

PROJECT DESCRIPTION:

A. General

1. The scope of work for this Project included the design, construction, and independent construction engineering and inspection services required to rehabilitate Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway and the replacement of the existing 12-inch water main attached to the Bear Cut and West Bridges with a new 16-inch I.D. HDPE water main pipeline under the bay bottom installed by the Horizontal Directional Drill method.

2. The work for Bridge No. 874541 (West Bridge) included the removal of the existing northern 52'-3" of superstructure (all of the superstructure north of the centerline of the northernmost pre-stressed concrete beam and

inclusive of the deck, barriers and all steel beams) and constructing a new 52'-3" precast/prestressed concrete superstructure. The existing bridge width, number of lanes, configuration of lanes, and horizontal and vertical geometry were maintained.

3. The work for Bridge No. 874544 (Bear Cut Bridge) included the removal and replacement of the northern 53'-9" of superstructure (all of the superstructure north of the centerline of the northernmost prestressed concrete beam and inclusive of the deck, barriers and all steel beams) and reconstructing a new section of precast/prestressed concrete superstructure. Additionally, the overall superstructure at Bear Cut Bridge was widened by at least 20'-0" in order to provide dedicated and independent paths for pedestrians and bicycles on each side of the Bear Cut Bridge. New substructure components required to support this additional width were prestressed concrete piles and reinforced concrete caps.

4. At both bridges, superstructure elements to be removed/replaced included the barriers, railings, deck, steel beams, diaphragms, bearings and any other elements attached thereto such as lights, pipes, or utilities. Work included making concrete repairs to the existing substructure elements at both bridges and approach roadway work at both locations.

5. The new superstructures at both bridges is precast/prestressed concrete and of the depth necessary to maintain the existing bridge deck profile and allow for re-use of the existing substructure, including the reinforced concrete piles, columns and caps. The total weight of the new superstructure is equal or less than the removed portion to utilize the existing substructure.

6. The Project also included design, construction, and independent construction engineering and inspection services of all required roadway and drainage improvements, signage and pavement markings, bridge/roadway lighting, structural components of all utility services, and the coordination for the protection and necessary shoring of all existing utilities currently attached to the bridges such as AT&T, Comcast and any others.

   Project quality assurance and control was provided by a Florida Department of Transportation (FDOT) qualified Construction Engineering and Inspection firm not involved with the design portion of the Project. In addition to ensuring that the Contractor Quality Control requirements of the Contract Specifications were met, the construction engineering inspector performed daily inspections and prepared and submitted to the County daily reports during the Construction phase of the Project. The construction engineering inspection also provided a final certification that the Work was done in accordance with all of the pertinent Codes, Plans, Specifications and all other Contract requirements of the Project. This certification was in addition to the final certification provided by the design-builder.

B. Water Main Replacement

1. The design-builder designed, permitted, furnished and installed a new 16" I.D. HDPE water main pipeline, made connections at each end, pressure tested, disinfected, and placed the new facility into service. Once placed into service, the design-builder removed the existing 12-inch water main attached to both bridges and abandoned in placethe pipe on the bridge approach.

2. All work was done to the satisfaction of the Miami-Dade Water and Sewer Department (WASD) and in accordance with WASD standards and requirements. The design, scheduling and construction of the pipeline was also acceptable to PWWM and other agencies having jurisdiction over the work.

PROJECT LOCATION:	Rickenbacker Causeway, West Bridge (No. 874541) and Bear Cut Bridge (No. 874544)
PRIMARY COMMISSION DISTRICT:	District 7 Xavier L. Suarez
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Water and Sewer Department and Public Works and Waste Management Department
MANAGING DEPARTMENT:	Public Works and Waste Management Department

Fiscal Impact / Funding Source

FUNDING SOURCES:	Water Renewal, and Future Financing backed by Causeway Toll Revenues
CAPITAL BUDGET:	605260 – RICKENBACKER WEST BRIDGE/BEAR CUT RECONSTRUCTION Book Page: 64; Funding Year: Adopted Capital Budget Book for FY 2013-14. 9653311- WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS Book Page: 135; Funding Year: Adopted Capital Budget Book for FY 2013-14.
CHANGE ORDER FUNDING SOURCE:	605260 – RICKENBACKER WEST BRIDGE/BEAR CUT RECONSTRUCTION Book Page: 64; Funding Year: Adopted Capital Budget Book for FY 2013-14.
PTP FUNDING:	No
GOB FUNDING:	No

ARRA FUNDING: No

CHANGE ORDER DESCRIPTION: This Change Order increases the contract amount by $132,017.21 and extends the Contract by ten (10) non-compensable calendar days.

MONETARY JUSTIFICATION: This Change Order increases the contract amount by $132,017.21 to fund unforeseen conditions and additional work requested by the County as referenced in Change Order No. 1, approved by the BCC under Resolution R-335-14.

- A total of $115,993.46 for additional design and construction work on account of unforeseen conflicts with two (2) existing buried piles and timbers discovered during the driving of new piles at each of the Bear Cut Bridge's abutments.
- A total of $16,023.75 for additional work requested by the County to upgrade the electrical service points for the bridge lights.

TIME JUSTIFICATION: This Change Order extends the contract time by ten (10) non-compensable calendar days due to the following:

- The County requested that the Contractor perform additional milling and resurfacing work and replacement of affected bridge joints along the eastbound portion of the Bear Cut Bridge, which was paid for from the project's contingency allowance account.

	Original Contract Values	Previous Adjustments To Values	This Change Order Values	Current Totals	Total Paid	Balance After Change Order
BASE:	$30,421,000.00	$1,950,000.00	$132,017.21	$32,503,017.21	$31,125,080.37	$1,377,936.84
CONTINGENCY:	$579,000.00	$0.00	$0.00	$579,000.00	$545,992.50	$33,007.50
DEDICATED:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTALS:	$31,000,000.00	$1,950,000.00	$132,017.21	$33,082,017.21	$31,671,072.87	$1,410,944.34

	Original Contract Duration	Previous Adjustments To Duration	This Change Order Duration	Current Totals
BASE DURATION:	360	112	10	482
CONTINGENCY:	0	0	0	0
TOTAL DURATION:	360	112	10	482

INITIATING FACTOR(S) FOR CHANGE ORDER

Reason	Cost	Duration
County Requested Change	$16,023.75	10
Unforeseen Conditions	$115,993.46	0
Total	$132,017.21	10

Track Record / Monitor

PERFORMANCE RECORD:	PWWM has reviewed the Capital Improvements Information (CIIS) database for the contractor's performance and found that it reflects two (2) awarded contracts and four (4) contractor performance evaluations with an overall performance rating of satisfactory performance (3.8), out of a possible superior performance (4.0) rating.
PRIME CONTRACTOR:	Kiewit Infrastructure South Co.
COMPANY PRINCIPAL:	Scott Cassels, Benjamin J. Carnazzo, and Ricardo Cummings
COMPANY QUALIFIERS:	Jeffrey Brown
COMPANY EMAIL ADDRESS:	Frank.DiGlio@kiewit.com
COMPANY STREET ADDRESS:	13680 NW 5 Street, Suite 130
COMPANY CITY-STATE-ZIP:	Sunrise, Florida 33325
YEARS IN BUSINESS AT TIME OF AWARD:	44 years
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD:	According to the Firm History Report as provided by Small Business Development Division, the contractor has been awarded two (2) contracts totaling $35,525,736.47.
SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):	Hardesty & Hanover, LLC; Calvin, Giordano & Associates, Inc.; Hazen and Sawyer, P.C.; Tierra South Florida, Inc.; Eisman & Russo, Inc.; Marlin Engineering, Inc.; Metro Equipment Service, Inc.; Macdriller, Inc.

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ACHIEVED
	CSBE	Trade Set-Aside	0.13 Percent
	CWP	Not Applicable	

CONTRACT MANAGER NAME / PHONE / EMAIL:	Alejandro Martinez-Esteve	(305) 375-2930	alexm@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Luis Baldo	(305) 282-0281	baldo@miamidade.gov

BACKGROUND:

The Contract Award to Kiewit Infrastructure South Co. (Kiewit) for the Design-Build services for the Project entitled Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway, was approved by the BCC on April 16, 2013 through Resolution R-288-13.

The contract's Notice to Proceed was issued on May 1, 2013, and the contract duration was 360 calendar days. The original expiration date was April 26, 2014, with substantial completion expected by February 25, 2014. Change Order No. 1 extended the contract time by 112 calendar days, bringing the date for substantial completion to June 17, 2014, and the final expiration date to August 16, 2014.

This Change Order extends the contract time by 10 non-compensable calendar days, bringing the date for substantial completion to June 27, 2104, and the final expiration date to August 26, 2014.

Memorandum

MIAMI-DADE COUNTY

Date: December 17, 2014

To: Alina Hudak, Deputy Mayor/Director
Public Works Waste Management Department

From: Gary T. Hartfield, Director
Small Business Development Division
Internal Services Department

Subject: Project No. DB13-PWWM-01 ER, Design-Build Services for the Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway

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Small Business Development (SBD) is in receipt of Change Order 2 for the subject project and has reviewed it for compliance with the Small Business Enterprise-Construction (SBE-Construction) Trade Set-Aside measure and Responsible Wages and Benefits requirement. The required trade set-aside is being met by a SBE-Construction certified firm which has received $61,765.85 to date in compliance with the SBE-Construction measure.

The prime contractor and its subcontractors are also in compliance with the applicable wage requirements. Please do not hesitate to contact Alice Hidalgo-Gato, Section Chief at 305-375-3153 if you need additional information.

c: Alejandro Martinez-Esteve, Section Head, Capital Improvements Section, PWWM
Alice Hidalgo-Gato, SBD Section Chief, ISD

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MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(3)
2-3-15

RESOLUTION NO. R-108-15

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER NO. 2 AND FINAL TO A CONTRACT BETWEEN MIAMI-DADE COUNTY AND KIEWIT INFRASTRUCTURE SOUTH CO., FOR A PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT PROJECT ENTITLED REHABILITATION OF BRIDGES NO. 874541 AND 874544 ON THE RICKENBACKER CAUSEWAY, INCREASING THE CONTRACT AMOUNT BY $132,017.21 AND THE CONTRACT DURATION BY 10 NON-COMPENSABLE CALENDAR DAYS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and authorizes the County Mayor or County Mayor's Designee to execute Change Order No. 2 and Final, in substantially the form attached hereto and incorporated herein, to a Contract between Miami-Dade County and Kiewit Infrastructure South Co., for a Public Works and Waste Management Department project entitled Rehabilitation of Bridges No. 874541 and 874544 on the Rickenbacker Causeway (Project No: DB13-PWWM-01 ER; Contract No: 20120152), increasing the contract amount by $132,017.21 and the contract duration by 10 non-compensable calendar days.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman			**aye**
Esteban L. Bovo, Jr., Vice Chairman			**aye**
Bruno A. Barreiro	**absent**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**nay**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

MIAMI-DADE COUNTY, FLORIDA

PUBLIC WORKS AND WASTE MANAGEMENT

CHANGE ORDER TO ORIGINAL CONTRACT

MIAMI-DADE COUNTY

CHANGE ORDER NO: 2 and Final **CONTRACT NO:** 20120152 **DATE:** 12/12/2014

PROJECT TITLE: Design-Build Services for Rehabilitation of Bridges No. 874541 (West Bridge) and 874544 (Bear Cut Bridge) on the Rickenbacker Causeway

TO CONTRACTOR: KIEWIT INFRASTRUCTURE SOUTH CO 13680 NW 5 Street, Suite 130 Sunrise, Florida 33325

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This Change Order increases the contract amount by $132,017.21 and extends the Contract by ten (10) non-compensable calendar days.

Monetary Justification: This Change Order increases the contract amount by $132,017.21 to fund unforeseen conditions and additional work requested by the County as referenced in Change Order No. 1, approved by the BCC under Resolution R-335-14.
• A total of $115,993.46 for additional design and construction work on account of unforeseen conflicts with two (2) existing buried piles and timbers discovered during the driving of new piles at each of the Bear Cut Bridge's abutments. (Continued below)

Time Justification: This Change Order extends the contract time by ten (10) non-compensable calendar days due to the following:
• The County requested that the Contractor perform additional milling and resurfacing work and replacement of affected bridge joints along the eastbound portion of the Bear Cut Bridge, which was paid for from the project's contingency allowance account.

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	$31,000,000.00
COST OF CHANGES PREVIOUSLY ORDERED	$1,[illegible],000.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$32,[illegible]
COST OF CHANGES WITH THIS DOCUMENT	$132,017.21
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$[illegible]
PERCENT INCREASE WITH THIS CHANGE	0.43%
TOTAL PERCENT INCREASE TO DATE	[illegible]
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	360 / 112 / 10
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	0 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	482

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

Accepted By:

Organization	Name	Title	Date
KIEWIT INFRASTRUCTURE SOUTH CO	[signature]	Contractor	1-5-15
Surety Travelers Casualty and Surety Company of America	[signature] Philip G. Dehn Non-Resident Agent & Attorney-in-Fact	Surety	1/2/15

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)		
Approved By: County Mayor		
Attested By: Clerk of the Board		

Monetary Justification: (Continued)

• A total of $16,023.75 for additional work requested by the County to upgrade the electrical service points for the bridge lights.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

TRAVELERS

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. 225764

Certificate No. 005252890

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

Philip G. Dehn, Terry K. Bartel, Tammy Pike, Paul A. Foss, Lisa Buller, Marie Huggins, and Traci Sutton

of the City of Omaha, State of Nebraska, 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.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of October, 2012.

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 31st day of October, 2012, 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

58440-8-12 Printed in U.S.A.

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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 2nd day of January, 20 15

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.