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

Memorandum

MIAMI-DADE COUNTY

Date: July 14, 2015

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

Agenda Item No. 14(A)(9)

From: Carlos A. Gimenez
Mayor

Subject: Change Order No. 1 for the Project Entitled Improvements to the Miami Avenue Bridge over the Miami River (Project No: 20130144; Contract No: 20130144), to Kiewit Infrastructure South Co.

Resolution No. R-646-15

Recommendation

The attached Change Order No. 1 for a Contract between Kiewit Infrastructure South Co. and Miami-Dade County (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 $2,179,960.54, adds 11 pay items to the Contract, and extends the contract duration by 266 compensable calendar days.

CHANGE ORDER NUMBER: 1

Scope

PROJECT NAME: Improvements to the Miami Avenue Bridge over the Miami River

PROJECT NO: 20130144

CONTRACT NO: 20130144

PROJECT DESCRIPTION: The work being performed under this Contract consists of, but is not limited to furnishing of all supervision, labor, required materials, tools, and equipment, and performing all operations necessary to construct the work in accordance with the Contract Documents. The improvements include:

a. Install, maintain, relocate, and remove temporary floating turbidity barriers, temporary partial closure, temporary barriers, signs and barricades to pedestrian, and vehicular traffic.
b. Partial closure of Miami Avenue to pedestrian and vehicular traffic.
c. Repair concrete sidewalk joints at approaches and also joints at toe of bascule leaves.
d. Replace the entire 5" open floor steel grating.
e. Strengthen and modify existing span lock support brackets and provide new span lock support brackets.
f. Replace new span lock assemblies.
g. Perform spot repairs as well as overcoat all existing and new structural steel members of the bascule spans.
h. Repair web cracks and welds in bascule span main girders.

i. Provide new lateral bracing hangers.
j. Measure trunnion alignment and install new trunnion hub turned bolts.
k. Replace existing hydraulic cylinder rod bushings.
l. Re-grout base of cylinder support platform.
m. Re-anchor cylinder pedestal anchor bolts in concrete wall.
n. Replace cylinder pressure relief valves and all rod bushings, seals, and pipe fittings.
o. Re-shim shoe and replace existing elastomeric pads on live load shoes.
p. Perform detail design of the control system modifications.
q. Furnish and install a new Motor Control Center for span locks.
r. Provide new span lock Hydraulic Power Unit Motors.
s. Modify control system and console for new span locks.
t. Provide new navigation lighting.
u. Provide all disconnect switches, limit switches, heaters, conductors, wire, conduits, and enclosures.

PROJECT LOCATION: Miami Avenue over the Miami River

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Public Works and Waste Management

MANAGING DEPARTMENT: Public Works and Waste Management

Fiscal Impact / Funding Source

FUNDING SOURCE: Building Better Communities General Obligation Bond, Road Impact Fees, and Secondary Gas Tax.

CHANGE ORDER FUNDING SOURCE: Road Impact Fees District 2

PTP FUNDING: No

GOB FUNDING: Yes

ARRA FUNDING: No

CHANGE ORDER DESCRIPTION: This Change Order increases the contract amount by $2,179,960.54, adds 11 pay items to the Contract, and extends the contract duration by 266 compensable calendar days.

MONETARY JUSTIFICATION: This Change Order increases the contact amount by $2,179,960.54 and adds 11 pay items to the Contract to fund unforeseen conditions and additional work requested by

the County, as detailed below, and includes the restoration of the contract's contingency fund of $506,248.77 to address any future unforeseen condition(s).

- A total of $148,264.70 and pay item No. 508-79-5 'Replace Existing Control Console' (L.S.) are added to the Contract to fund additional work requested by the County to remove and replace the bridge's existing aging control console. This included all related accessory work.
- A total of $230,929.34 and pay item No. 504-22-01 'Installation of Bicycle Friendly Surface' (L.S.) are added to the Contract to fund additional work requested by the County to install a new bicycle friendly surface on the bridge, for both northbound and southbound directions.
- A total of $29,112.48 and pay item No. 460-121-60 'Replacement of Existing Bumper Blocks' (L.S.) are added to the Contract to fund additional work requested by the County to remove and replace 16 existing deteriorated bumper blocks.
- A total of $30,979.70 and pay item No. 400-143 'Cleaning and Coating Concrete Surfaces with Class V Finish Coating' ($1.20 / S.F.) are added to the Contract to fund additional work requested by the County to pressure wash and paint the concrete surfaces of the approach traffic barriers and pedestrian railings.
- A total of $10,000.00 and pay item No. 521-30-1 'Concrete Pier Wall Repair' (L.S.) are added to the Contract to fund additional work requested by the County to repair a concrete pier wall that was found damaged during construction.
- A total of $81,216.45 is added to the contract to fund additional maintenance of traffic services due to the extension of the contract time.
- A total of $172,500.00 is added to the contract to fund the services of the contractor-provided bridge operator due to the extension of the contract time.
- A total of $112,479.51 and pay item No. 465-3-27-1 'Install/Adjust/Remove Additional Counterweight Balance Blocks Furnished by MDC' (L.S.) are added to the Contract to fund the need for additional counterweight balance blocks required to balance the bascule spans based on actual field conditions.
- A total of $16,095.30 and pay item No. CO-999-010 'Bridge Balance Verification Test' (L.S.) are added to the Contract to fund additional bridge balance verification tests to address actual field conditions.
- A total of $10,477.33 and pay item No. B-400-158 'Emergency Swapping of Cylinders in SE Pier due to Oil Leaks' (L.S.) are added to the Contract to fund emergency work to address heavy oil leaks on a number of the bridge's cylinders.
- A total of $29,498.48 and pay item No. CO-999-009 'Verification of Existing Road Eye Clevis Tread, Depth and Bore Diameter' (L.S.) are added to the Contract to fund the replacement of 16 rod eye clevis threads found to be structurally defective during the course of construction.
- A total of $138,225.00 is added to the contract to fund additional structural steel required to strengthen the existing span lock support bracket and to provide new span lock support brackets and hangers for existing bascule span lateral bracing.
- A total of $112,243.83 is added to the contract to fund 51 compensable calendar days due to the County's extension of the shop drawing review period, which impacted the contractor's critical path.
- A total of $793,891.43 is added to the contract to fund 252 compensable calendar days due to unforeseen conditions referenced above.
- A total of $264,046.99 and pay item No. CO-999-08 'Time Related Overhead and Compensable Time Extension Due to Full Cylinder Seal Refurbishing' (L.S.) to fund

unforeseen conditions related to the replacement of deteriorated seals of existing cylinders on the bridge.

- Add pay item No. 102-74-1 'Barricades (Temporary-Type I,II,III) ($0.30 ea/day) is added to the contract.

TIME JUSTIFICATION: This Change Order extends the contract time by 266 compensable calendar as per the above. Additionally, 37 compensable days were granted through the contingency time included in the Contract, resulting in a total time extension of 303 days.

	Original Contract Values	Previous Adjustments To Values	This Change Order Values	Current Totals	Total Paid	Balance After Change Order
BASE:	$5,062,487.70	$0.00	$2,179,960.54	$7,242,448.24	$5,262,630.32	$1,979,817.92
CONTINGENCY:	$506,248.77	$0.00	$0	$506,248.77	$0.00	$506,248.77
DEDICATED:	$7,000.00	$0.00	$0	$7,000.00	$965.00	$6,035.00
TOTALS:	$5,575,736.47	$0.00	$2,179,960.54	$7,755,697.01	$5,263,595.32	$2,492,101.69

	Original Contract Duration	Previous Adjustments To Duration	This Change Order Duration	Current Totals
BASE DURATION:	365	0	266	631
CONTINGENCY:	37	0	0	37
TOTAL DURATION:	402	0	266	668

INITIATING FACTOR(S) FOR CHANGE ORDER

Reason	Cost	Duration
Unforeseen Conditions	$ 592,310.26	
County Requested Change	$ 449,286.22	
Compensable Time	$1,138,364.06	303
Total	$2,179,960.54	303

Track Record / Monitor

PERFORMANCE RECORD: PWWM has reviewed the Capital Improvements Information System (CIIS) database and found two (2) awarded construction contracts, and six (6) contractor performance evaluations (several contracts having two evaluations on file, an interim and a project closeout) with an overall performance rating of 3.8 (satisfactory performance), out of a possible 4.0 (superior performance) rating. The CIIS, and information relevant to this contractor's performance, is available through the Internal Services Department (ISD).

The Small Business Development History of Violation's report lists no violations for this contractor. This information is available through SBD's Business Development Reports.

PRIME CONTRACTOR:	Kiewit Infrastructure South Co.
COMPANY PRINCIPAL:	Scott L. Cassels, Benjamin J. Carnazzo and Ricardo Cummings
COMPANY QUALIFIERS:	Jeffrey Brown
COMPANY EMAIL ADDRESS:	Rick.Cummings@kiewit.com
COMPANY STREET ADDRESS:	13680 NW 5 Street, Suite 130
COMPANY CITY-STATE-ZIP:	Sunrise, Fl 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 the Internal Services Department, Small Business Development Division (SBD), the Contractor has been awarded two (2) contracts totaling $35,525,736.47
SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):	P & J Striping, Inc.

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	ACHIEVED
CSBE	Trade Set-Aside	N/A	N/A
CWP	15.20%	4	(see attached Memo)

This project has a trade set aside for pavement markings and signage.

CONTRACT MANAGER NAME / PHONE / EMAIL:	Alejandro Martinez-Esteve, RA, LEED AP	(305) 375-2930	alexm@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Mohammad R. Amini	(305) 375-2111	amini@miamidade.gov

BACKGROUND: The Miami Avenue Bridge provides a vital link to the Downtown Miami area. The twin Bridges, No's 874663 and 874664 were built in 1985 and have major deficiencies as identified in the Florida Department of Transportation's Report, including the following:

1. Deck corrosion is advanced and section loss and/or connectivity is sufficient to warrant analysis to ascertain the impact on ultimate strength and/or serviceability of either element of the bridge.
2. Main steel girders require painting. The surface corrosion is prevalent, there may be exposed metal but there is no active corrosion which is causing loss of section.
3. Locks are operating poorly; therefore, replacement is required.
4. Trunnion: major misalignment wear or corrosion is extensive and operation of the drive system may be affected.

The Contract's Notice to Proceed was effective on February 27, 2014 with a contract duration of 365 calendar days. The original expiration date was February 27, 2015. A contingency time extension of 37 days was granted, bringing the revised contract expiration date to April 5, 2015. This Change Order extends the contract duration by 266 calendar days, bringing the expiration date of this contract to December 27, 2015.

DEPARTMENT FINANCE: Ameisha Daniel 5/12/15
FINANCE OFFICER: **DATE:**

INDEX CODE: CPE02C

BUDGET APPROVAL FUNDS AVAILABLE: Jennifer 6/2/15
OMB DIRECTOR **DATE**

APPROVED AS TO LEGAL SUFFICIENCY:
COUNTY ATTORNEY **DATE**

6/4/15
DEPUTY MAYOR **DATE**

CLERK DATE
DATE

Memorandum

MIAMI-DADE COUNTY

Date: April 13, 2015

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

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

Subject: Project No. 20130144, Improvements to the Miami Avenue Bridge Over the Miami River

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Small Business Development (SBD) is in receipt of Change Order No. 1 for the subject project and has reviewed it for compliance with the Small Business Enterprise-Construction (SBE-Construction) Trade Set-Aside measure, Responsible Wages and Benefits and Community Workforce Program (CWP) requirements. The required trade set-aside is being met by a SBE-Construction certified firm which is the only firm performing work in the specified trade compliance with the SBE-Construction measure. The prime contractor and its subcontractors are also in compliance with the applicable wage requirements. The CWP measure is 15.2% or four (4) persons. The CWP requirement is being met by one (1) employee at this time.

Please do not hesitate to contact Alice Hidalgo-Gato, SBD Section Chief, at 305-3753153 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: July 14, 2015

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

SUBJECT: Agenda Item No. 14(A)(9)

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. 14(A)(9)
7-14-15

RESOLUTION NO. R-646-15

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER NO. 1 TO A CONTRACT BETWEEN MIAMI-DADE COUNTY AND KIEWIT INFRASTRUCTURE SOUTH CO., FOR A PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT PROJECT ENTITLED IMPROVEMENTS TO THE MIAMI AVENUE BRIDGE OVER THE MIAMI RIVER (PROJECT NO: 20130144; CONTRACT NO: 20130144), INCREASING THE CONTRACT AMOUNT BY $2,179,960.54, ADDING 11 PAY ITEMS TO THE CONTRACT, AND EXTENDING THE CONTRACT DURATION BY 266 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. 1 to a Contract between Miami-Dade County and Kiewit Infrastructure South Co., in substantially the form attached hereto and made a part hereof, for a Public Works and Waste Management Department project entitled Improvements to the Miami Avenue Bridge over the Miami River (Project No: 20130144; Contract No: 20130144), increasing the contract amount by $2,179,960.54, adding 11 pay items to the Contract, and extending the contract duration by 266 compensable calendar days.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of July, 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.

Hugo Benitez

MIAMI-DADE COUNTY, FLORIDA

PUBLIC WORKS AND WASTE MANAGEMENT

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: 1 **CONTRACT NO:** 20130144 **DATE:** 5/1/2015

PROJECT TITLE: Improvements to the Miami Avenue Bridge over the Miami River

TO CONTRACTOR: KIEWIT INFRASTRUCTURE SOUTH CO 13680 NW 5 Street, Suite 130 Sunrise, Fl 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 $2,179,960.54, adds ten (10) pay items to the Contract, and extends the contract duration by 266 compensable calendar days.

Monetary Justification: This Change Order increases the contact amount by $2,179,960.54 and adds ten (10) pay items to the Contract to fund unforeseen conditions and additional work requested by the County, as detailed below, and includes the restoration of the contract's contingency fund of $506,248.77 to address any future unforeseen condition(s).
• A total of $148,264.70, and pay item No. 508-79-5 'Replace Existing Control Console' (L.S.), (Continued below)

Time Justification: This Change Order extends the contract time by 266 compensable calendar as per the above. Additionally, 37 compensable days were granted through the contingency time included in the Contract, resulting in a total time extension of 303 days.

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	$5,575,736.47
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$5,575,736.47
COST OF CHANGES WITH THIS DOCUMENT	$2,179,960.54
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$7,755,697.01
PERCENT INCREASE WITH THIS CHANGE	39%
TOTAL PERCENT INCREASE TO DATE	39%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	365 / 0 / 266
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	37 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	668

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	5/15/15
Surety Travelers Casualty and Surety Company of America	[signature] Philip G. Dehn, Non-Resident Agent & Attorney-in-fact	Surety	5/15/15

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

Monetary Justification: (Continued)

are added to the Contract to fund additional work requested by the County to remove and replace the bridge's existing aging control console. This included all related accessory work.

• A total of $230,929.34, and pay item No. 504-22-01 'Installation of Bicycle Friendly Surface' (L.S.) are added to the Contract to fund additional work

requested by the County to install a new bicycle friendly surface on the bridge, for both northbound and southbound directions.
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• A total of $172,500.00 to fund the services of the contractor provided bridge operator due to the extension of the contract time.
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• A total of $138,225.00 to fund additional structural steel required to strengthen the existing span lock support bracket, and to provide new span lock support brackets and hangers for existing bascule span lateral bracing.
• A total of $112,243.83 to fund 51 compensable calendar days due to the County's extension of the shop drawing review period which impacted the contractor's critical path.
• A total of $793,891.43 to fund 252 compensable calendar days due to unforeseen conditions referenced above.
• A total of $264,046.99, and pay item No. CO-999-08 'Time Related Overhead and Compensable Time Extension Due to Full Cylinder Seal Refurbishing' (L.S.), to fund unforeseen conditions related to the replacement of deteriorated seals of existing cylinders on the bridge.
• Add pay item No. 102-74-1 'Barricades (Temporary-Type I,II,III) ($0.30 ea/day).

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. 228894

Certificate No. 006151852

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, 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 Central Florida 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 13th day of January, 2015.

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 13th day of January, 2015, 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.

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 15th day of May, 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.

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 15th day of May, 20 15

Kevin E. Hughes, Assistant Secretary

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