

# Memorandum



Date: October 3, 2019

To: Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

Agenda Item No. 8(N)(5)

From: Carlos A. Gimenez  
Mayor

Subject: Change Order No. 2 for the Project Entitled Tamiami Canal Bridge Replacement (Project No. 20140081, FM #416658-1) to Archer Western Construction, LLC

Resolution No. R-1068-19

## Recommendation

The attached Change Order No. 2, and final for a Contract between Archer Western Construction, LLC (AWC) and Miami-Dade County (County) has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval. This Change Order extends the contract duration by 279 non-compensable calendar days.

## **CHANGE ORDER**

**NUMBER:** 2 and Final

## Scope

**PROJECT NAME:** Tamiami Canal Bridge Replacement, FM No. 416658-1

**PROJECT NO:** 20140081

**CONTRACT NO:** 20140081

## **PROJECT**

**DESCRIPTION:** The work to be performed under this Contract consists of, but is not limited to furnishing all supervision, labor, required materials, tools, equipment and performing all operations necessary to replace the swing bridge that spans the Tamiami Canal along NW South River Drive, and relocating the existing historic swing bridge at the C-5 canal, to west of NW 22 Avenue between the Miami Police Benevolent Association Park and Fern Isle Park. Work also includes providing pedestrian and bicycle access between the two public facilities in the City of Miami. The relocated bridge will be placed as a fixed pedestrian bridge.

This project also includes the widening and improvements to the approach roadways, dredging the Tamiami Canal, and relocating an existing 24-inch water main. The existing water main will be removed within canal dredging limits, and a new 24-inch high density polyethylene water main will be installed under the Tamiami Canal using horizontal directional drilling.

**PROJECT LOCATION:** NW South River Drive over Tamiami Canal from NW 19 Street to NW 32 Avenue  
(2000 NW South River Drive)

**PRIMARY COMMISSION DISTRICT:** District 5, represented by Commissioner Eileen Higgins

**APPROVAL PATH:** Board of County Commissioners (Board)

**USING DEPARTMENT:** DTPW

**MANAGING DEPARTMENT:** DTPW

**Fiscal Impact / Funding Source**

**FUNDING SOURCE:** This Project was funded by the Building Better Communities General Obligation Bond, Road Impact Fees, and Florida Department of Transportation (FDOT) funds, under TAMIAMI SWING BRIDGE - COUNTYWIDE (604790)/ S70337 - TAMIAMI SWING BRIDGE in the FY 2018-19 Adopted Budget and Multi-Year Capital Plan, Vol 2. Transportation and Public Works. A Local Agency Program Agreement between the County and FDOT was approved under Board Resolution No. R-29-13. This Change Order does not increase the contract amount.

**CHANGE ORDER FUNDING SOURCE:** N/A

**PTP FUNDING:** No

**GOB FUNDING:** Yes (This Change Order does not increase the contract amount)

**ARRA FUNDING:** No

**CHANGE ORDER DESCRIPTION:** This Change Order extends the contract duration by 279 non-compensable calendar days.

**MONETARY JUSTIFICATION:** Not applicable. This Change Order does not increase the contract amount.

**TIME JUSTIFICATION:** This Change Order extends the contract time by 279 non-compensable calendar days due to the following:

Seventy-three non-compensable calendar days due to necessary modifications to the Mechanically Stabilized Earth (MSE) wall to accommodate elevation differences between the bridge, the approaches, and existing driveways.

Seven non-compensable calendar days due to necessary relocation of the motor disconnects to accommodate the bridge alignment equipment.

Thirty non-compensable calendar days due to drainage modifications necessary due to multiple unforeseen conflicts found during installation. Fourteen non-compensable calendar days due to needed change of the scope of work on NW 20th Street from milling and resurfacing to construction to mitigate the existing roadway conditions.

Twenty-one non-compensable calendar days due to limit switch modifications required to facilitate the final field conditions of the bascule span.

Sixty non-compensable calendar days due to additional bridge detailing necessary to accommodate design modifications made to the structure during fabrication process as a result RFI responses and plan revisions.

Fourteen non-compensable calendar days due to fabrication and installation of plates and brackets to close a gap between the girders and the sidewalk at the transition into the bascule pier.

Sixty non-compensable calendar days due to additional pedestrian railing that was required to address drop-off conditions at various locations.

Please note that the 73 days of contingency time allowed by the contract have already been used.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
<b>BASE:</b>	\$31,800,026.66	\$0.00	\$0.00	\$31,800,026.66	\$27,502,262.63	\$4,297,764.03
<b>CONTINGENCY:</b>	\$3,180,002.67	\$0.00	\$0.00	\$3,180,002.67	\$617,639.29	\$2,562,363.38
<b>DEDICATED:</b>	<u>\$73,392.80</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$73,392.80</u>	<u>\$11,224.10</u>	<u>\$62,168.70</u>
<b>TOTALS:</b>	\$35,053,422.13	\$0.00	\$0.00	\$35,053,422.13	\$28,131,126.02	\$6,922,296.11

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
<b>BASE DURATION:</b>	730	217	279	1299
<b>CONTINGENCY:</b>	<u>73</u>	<u>0</u>	<u>0</u>	<u>73</u>
<b>TOTAL DURATION:</b>	803	217	279	1299

**INITIATING FACTORS FOR CHANGE ORDER**

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
Unforeseen Conditions	N/A	279
County Requested Change	<u>N/A</u>	
Total	N/A	279

**Track Record / Monitor**

**PERFORMANCE  
RECORD:**

DTPW has reviewed the Capital Improvements Information System (CIIS) database and found only the subject awarded construction contract. The Interim evaluation shows a rating of 4 over 4 overall performance for Archer Wester Construction. The CIIS, and relevant information is available through the Internal Services Department (ISD).

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

**PRIME**

**CONTRACTOR:** Archer Western Construction, LLC

**COMPANY  
PRINCIPAL:** Matthew M. Walsh, Daniel J. Walsh, Erin Gibbons, Brian Walsh, Daniel P. Walsh, Margaret Walsh, Matthew M. Walsh, IV, and Sean Walsh

**COMPANY  
QUALIFIERS:** Kevin McGlinchey

**COMPANY EMAIL  
ADDRESS:** kmcglinchey@walshgroup.com

**COMPANY  
STREET  
ADDRESS:** 4343 Anchor Plaza Parkway, Suite 155

**COMPANY CITY-  
STATE-ZIP:** Tampa, Florida 33634

**YEARS IN  
BUSINESS AT  
TIME OF AWARD:** Five years

**PREVIOUS  
CONTRACTS  
WITH COUNTY IN  
THE LAST FIVE  
YEARS AT TIME  
OF AWARD:** According to the Firm History Report as provided by SBD, the Contractor has been awarded only this current contract with the County in the amount of \$35,053,422.13.

**SUB  
CONTRACTORS  
AND SUPPLIERS  
(SECTION 10-34  
MIAMI DADE  
COUNTY CODE):** Stout group, Shelby, Solares Electrical Services, Bob's Barricades, Seacoast, Lines Unimalted, Mars Contractors, Inc., Champion Painting, Florida Sol Systems, Inc., Wider Glass Inc., Concrete Services, LLC, Ebrary Foundation Co., Mammoet USA, All Florida Digging Service, Inc., Florida Bridge Builders, Inc.

**REVIEW  
COMMITTEE  
ASSIGNED  
CONTRACT  
MEASURES:**

	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>ACHIEVED</u>
	DBE	9.91%	\$3,466,521.00	Refer to note below.
	CWP	0.00%	0	Not applicable

This project is federally funded and is guided under 49 C.F.R. 26.13, where local agencies are required to have a signed policy statement expressing their commitment to DBE participation. FDOT aspires to spend 9.91% of FHWA funds on projects with Certified DBEs as prime contractors/subcontractors and prime consultants/subconsultants.

The goal is not a contractual requirement and neither FDOT nor Local Agencies in the Local Agency Program (LAP) may take sanctions or other punitive actions for failure of contractor(s) to meet the 9.91% goal. However, FDOT strongly encourages contractors to seek out, solicit bids/quotes and use DBEs wherever possible, and it expects Local Agencies in LAP do likewise.

**PROJECT  
MANAGER NAME  
/ PHONE / EMAIL:** Juan Santandreu (305) 375-1306 juansan@miamidade.gov


**BACKGROUND:** On May 3, 2011, the Board adopted Resolution No. R-337-11, approving a Memorandum of Agreement (MOA) between the Water and Sewer Department, FDOT,

the City of Miami (City), and DTPW. The MOA established the understanding of the parties relative to the relocation of the existing Tamiami Canal Swing Bridge, and the construction of a new single leaf bascule bridge at the present site. Additionally, on January 23, 2013, the Board adopted Resolution No. R-29-13, approving a LAP Agreement between FDOT and the County with funding up to \$16,000,000 for the project.


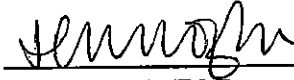
The existing bridge is a Warren Truss Span Type Swing Bridge located on NW South River Drive between NW 19 Street and NW 32 Avenue. It is one of the oldest bridges on the Miami River System and was determined eligible for inclusion in the National Register of Historic Places. Deterioration from age and impacts from vessels and vehicles led to structural damage. This deterioration caused restrictions on the bridge's allowed loads, which impacted daily commerce. Additionally, the existing bridge geometry did not allow for the required hydraulic water flow or the anticipated increase in both navigational and vehicular traffic along the Tamiami Canal.

FDOT completed a Project Development and Environment Study that determined replacement of the existing bridge was necessary to resolve safety concerns, improve hydraulic conductivity, and meet future traffic demands. The City has provided the site for the relocation of the existing bridge and will assume all future legal, financial, and maintenance responsibilities. The historic bridge will function only as a fixed/static pedestrian bridge at its new location. FDOT's responsibilities include coordination with federal agencies and providing historical displays and documents that will be used in educating the public on the bridge's historical importance.

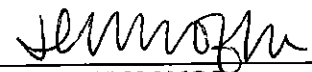
DEPARTMENT FINANCE:

  
\_\_\_\_\_  
FINANCE OFFICER:                      7/31/19  
DATE:

INDEX CODE:

BUDGET APPROVAL  
FUNDS AVAILABLE:    
\_\_\_\_\_  
OMB DIRECTOR                      8/15/19  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:   
\_\_\_\_\_  
COUNTY ATTORNEY                      7/22/19  
DATE

  
\_\_\_\_\_  
DEPUTY MAYOR                      8/15/19  
DATE

CLERK DATE

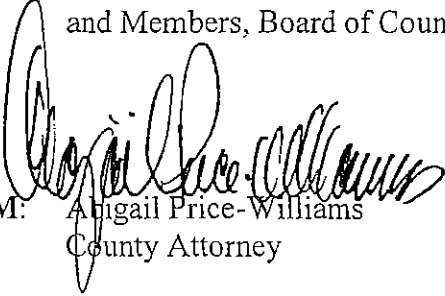
\_\_\_\_\_  
DATE



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 3, 2019

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(5)

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
- Statement of social equity 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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(N)(5)  
10-3-19

RESOLUTION NO. R-1068-19

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER NO. 2 BETWEEN MIAMI-DADE COUNTY AND ARCHER WESTERN CONSTRUCTION, LLC, FOR THE PROJECT ENTITLED TAMAMI CANAL BRIDGE REPLACEMENT (PROJECT NO. 20140081, FM #416658-1), EXTENDING THE CONTRACT DURATION BY 279 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 authorizes the County Mayor or County Mayor's designee to execute Change Order No. 2 between Miami-Dade County and Archer Western Construction, LLC, for the project entitled Tamiami Canal Bridge Replacement (Project No. 20140081, FM #416658-1), extending the contract duration by 279 non-compensable calendar days.

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

- |                                |     |                      |     |
|--------------------------------|-----|----------------------|-----|
| Audrey M. Edmonson, Chairwoman | aye |                      |     |
| Rebeca Sosa, Vice Chairwoman   | aye |                      |     |
| Esteban L. Bovo, Jr.           | aye | Daniella Levine Cava | aye |
| Jose "Pepe" Diaz               | aye | Sally A. Heyman      | aye |
| Eileen Higgins                 | aye | Barbara J. Jordan    | aye |
| Joe A. Martinez                | aye | Jean Monestime       | aye |
| Dennis C. Moss                 | aye | Sen. Javier D. Souto | aye |
| Xavier L. Suarez               | aye |                      |     |

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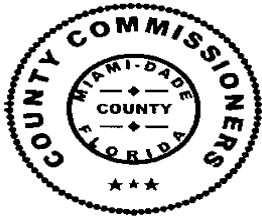
The Chairperson thereupon declared this resolution duly passed and adopted this 3<sup>rd</sup> day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon 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

**Linda L. Cave**

By: \_\_\_\_\_  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "B.L.", written over a horizontal line.

Bruce Libhaber

# MIAMI-DADE COUNTY, FLORIDA

## PUBLIC WORKS AND WASTE MANAGEMENT

### CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 2 CONTRACT NO: 20140081 DATE: 6/13/2019  
 PROJECT TITLE: Tamiami Canal Bridge Replacement, FM No. 416658-1  
 TO CONTRACTOR: ARCHER WESTERN CONSTRUCTION, LLC 4343 Anchor Plaza Parkway, Suite 155 Tampa, Florida 33634

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:** The work to be performed under this Contract consists of, but is not limited to furnishing all supervision, labor, required materials, tools, equipment and performing all operations necessary to replace the swing bridge that spans the Tamiami Canal along NW South River Drive, and relocating the existing historic swing bridge at the C-5 canal, to west of NW 22 Avenue between the Miami Police Benevolent Association Park and Fern Isle Park. (Continued below)

**Monetary Justification:** Not applicable. This Change Order does not increase the contract amount.

**Time Justification:** This Change Order extends the contract time by 279 non-compensable calendar days due to the following:  
 73 non-compensable calendar days due to necessary modifications to the MSE wall to accommodate elevation differences between the bridge, the approaches, and existing driveways,  
 7 non-compensable calendar days due to necessary relocation of the motor disconnects to accommodate lh (Continued below)

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-----	\$35,053,422.13
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$35,053,422.13
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$35,053,422.13
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	730 / 217 / 279
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	73 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1299

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.*

Organization	Name	Title	Date
ARCHER WESTERN CONSTRUCTION, LLC	<i>[Signature]</i>	Contractor	7/11/19
Travelers Casualty and Surety Company of America	Daniel P. Walsh	Surety	7/11/19
	Patricia Collins	Attorney-in-fact	

Title	Name	Date
Approved By: <u>County Attorney</u> (for legal sufficiency)	_____	_____
Approved By: <u>County Mayor</u>	_____	_____
Attested By: <u>Clerk of the Board</u>	_____	_____

#### Description of work authorized: (Continued)

Work also includes providing pedestrian and bicycle access between the two public facilities in the City of Miami. The relocated bridge will be placed as a fixed pedestrian bridge.

This project also includes the widening and improvements to the approach roadways, dredging the Tamiami Canal, and relocating an existing 24-inch water main. The existing water main will be removed within canal dredging limits, and a new 24-inch high density polyethylene water main will be installed under the Tamiami Canal using horizontal directional drilling.

**Time Justification: (Continued)**

e bridge alignment equipment.

30 non-compensable calendar days due to drainage modifications necessary due to multiple unforeseen conflicts found during installation.

14 non-compensable calendar days due to needed change of the scope of work of 20th street from milling and resurfacing to construction to mitigate the existing roadway conditions.

21 non-compensable calendar days due to limit switch modifications required to facilitate the final field conditions of the bascule span.

60 non-compensable calendar days due to additional bridge detailing necessary to accommodate design modifications made to the structure during fabrication process as a result RFI responses and plan revisions.

14 non-compensable calendar days due to fabrication and installation of plates and brackets to close a gap between the girders and the sidewalk at the transition into the bascule pier.

60 non-compensable calendar days due to additional pedestrian railing that was required to address drop-off conditions at various locations.

Please note that the 73 days of contingency time allowed by the contract have already been used.

**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.



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. 231629

Certificate No. 007070860

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

Brian R. Walsh, J. William Ernstrom, Jodi Wallace, Patrick O'Connor, Patricia Collins, Brad Van Wyk, Anne McCullom, and John F. Healy, Jr.

of the City of Chicago, State of Illinois, 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 December 2016.

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: [Signature]
Robert L. Rancy, Senior Vice President

On this the 13th day of December 2016, before me personally appeared Robert L. Rancy, 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, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11 day of July, 20 19.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.