

**DOCUMENT 00 41 00  
PROPOSAL**

Tooele County Road Department,  
47 South Main  
Tooele, Utah 84074

Date: July 18, 2011

Gentlemen:

The undersigned after having personally and carefully examined the specifications, plans and forms of contract and bond, all of which are made a part hereof, proposes to furnish all labor, equipment, tools, and machinery and to furnish and deliver all materials which are required in and about the construction of the **Tooele County Road Department Stansbury Park Roadway Micro-Surfacing Project** in Tooele County, State of Utah, which consists of approximately 83,100 Square Yards of roadway Micro-Surfacing and paint striping for the sum of:

\$ ~~275,466.03~~ 264,929.06 TW

TW ~~Two Hundred Seventy Five Thousand Four Hundred Sixty Six~~ Dollars. <sup>23/100</sup>  
~~Two Hundred Sixty four Thousand Three Hundred Twenty nine~~ and <sup>06/100</sup>

The undersigned further proposes to execute the attached Contract within ten days after the date of the Notice of Award, and to begin work within ten days after being given the Notice to Proceed by the Tooele County Road Department, and to complete same by **30 Calendar Days** following the Notice to Proceed.

The undersigned also proposes to furnish a bonds with the Contract, signed by a surety company satisfactory to the Tooele County Road Department, as surety, in amount equal to the amount of the contract (as determined from the bid prices and estimated quantities listed herein) conditioned to insure that the terms of the Contract and the requirements of the specifications will be fully complied with.

The undersigned encloses a five percent (5%) **bid bond** as a guarantee of good faith, and which it is agreed, will be forfeited to the Tooele County Road Department as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the Tooele County Road Department within ten days after Notice of Award.

It is understood that the Tooele County Road Department has the right to reject this proposal if it is in the best interest of Tooele County.

The undersigned hereby acknowledges receipt of the following Addenda:

Addenda No.

Date

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

A. Name: Geneva Park Products, Inc.

B. Address: 1565 West 400 North  
Orem, UT ~~84058~~ 84057

C. Telephone number: 801-765-7800

D. Facsimile number: 801-765-7571

**EFFECTIVE DATE**

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the 9 day of August, 2011.

**CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT**

A. CONTRACTOR's signature: [Signature]

B. Please print name here: JARED WRIGHT

C. Title: Project Engineer

D. CONTRACTOR's Utah license number: 239696-5501

E. Notary Acknowledgement: In the County of Utah, State of Utah, on the 9 day of August, 2011, the foregoing instrument was acknowledged before me

Jared Wright, Project Engineer  
(person acknowledging and title or representative capacity, if any).

[Signature]  
Notary's signature

Orem, UT

Residing at

4-6-14

My commission expires:

(End Proposal Document)



Notary's seal

**DOCUMENT 00 43 00**  
**BID SCHEDULE**

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**PART 1 GENERAL**

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**1.1 DOCUMENT INCLUDES**

- A. Price schedules.
- B. Measurement and payment provisions.

**1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as: **STANSBURY PARK ROADWAY MICRO-SURFACING PROJECT** for **TOOELE COUNTY ROAD DEPARTMENT**

**1.3 REFERENCES**

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00 52 00: Agreement.

**1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT**

- A. This document will be added to the Agreement by reference.

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**PART 2 PRICE SCHEDULES (UNIT PRICE)**

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**2.1 GENERAL**

- A. Based on the quantities provided in the Bid Schedule the **BIDDER** is to provide a unit price for all labor, materials, equipment, tools and any necessary incidentals to complete the item.
- B. Payment procedures, APWA 01 29 00.

**2.2. BASE BID SCHEDULE**

- A. Location: The four roadway segments that are going to be Micro-Surfaced as part of this Project are located within Stansbury Park which is approximately 8-miles north of Tooele City, Utah on the westerly side of SR 36. The segments are Village Boulevard, Country Club Drive (Frontage Road), Stansbury Parkway and

Country Club see design Drawings Section for the Plan Sheets showing the individual segments.

- B. Unit Price Amount is to include all work basic to the Contract and necessary to provide the facility complete.
- C. The quantities and units are listed as follows:  
 BIDDER to provide a Unit Price for each item (unless it is a Lump Sum Item), a Total Amount for each item and a Bid Schedule Total Price both numerically and written form.
- D. The Bidder agrees to furnish all materials, labor, equipment, tools, services, and necessary incidentals for the construction work in the following Bid Schedule for the **Stansbury Park Roadway Micro-Surfacing Project** as detailed in the Specifications and Drawings for the unit and lump sum prices as described in this Section.

Bidder is to provide Unit and Lump Sum Pricing, Total Individual Bid Item Amounts and a **Bid Schedule Total** which includes the cost of each of the Bid Items.

**STANSBURY PARK  
 ROADWAY MICRO-SURFACING PROJECT  
 BID SCHEDULE**

Item	Specification Reference Number Classification of Work	Quantity Unit	Unit Price	Amount
<b>Miscellaneous</b>				
1	01 71 13 Mobilization / Demobilization / Cleanup	Lump Sum		\$ 13,344.22
2	01 55 26 Traffic Control	Lump Sum		\$ 9,331.24
3	01 43 00, 01 45 00 Quality Assurance and Quality Control	Lump Sum		\$ 4,316.76
<b>Micro-Surfacing Construction</b>				
4	32 01 15 Micro-Surfacing Village Boulevard	26,400 Square Yard	\$ 2.27	\$ 59,928.00
5	32 01 15 Micro-Surfacing – Country Club Drive (Frontage Road)	28,900 Square Yard	\$ 2.27	\$ 65,603.00
6	32 01 15 Micro-Surfacing – Stansbury Parkway	18,800 Square Yard	\$ 2.27	\$ 42,676.00

Item	Specification Reference Number Classification of Work	Quantity Unit	Unit Price	Amount
7	32 01 15 Micro-Surfacing – Country Club	9,000 Square Yard	\$ 2.27	\$ 20430.00
<b>Paint Striping and Reflective Tape Pavement Markings</b>				
8	32 17 23 Pavement Striping and Reflective Tape Markings – Village Boulevard	Lump Sum		\$ 23,032.98
9	32 17 23 Pavement Striping and Reflective Tape Markings – Country Club Drive (Frontage Road)	Lump Sum		\$ 15,009.65
10	32 17 23 Pavement Striping and Reflective Tape Markings – Stansbury Parkway	Lump Sum		1,000.00 <del>\$ 12,136.97</del> (W)
11	32 17 23 Pavement Striping and Reflective Tape Markings – Country Club	Lump Sum		\$ 9,577.01

**BID SCHEDULE TOTAL AMOUNT** \$ ~~275,466.05~~ 264,329.06 (W)

~~Two hundred seventy five thousand four hundred sixty~~  
~~Six and 03/100~~ Dollars (W)

Two hundred Sixtyfour thousand Three hundred Twenty nine and 06/100

**The above proposal is hereby respectfully submitted by:**

Geneva Rock Products, Inc. 239696-5501  
Contractor License No.

JARED WRIGHT Project Engineer  
By Title

0004528 Murray City 12/31/11  
Business License No. Issuing City/County Expiration Date

1565 West 400 North Orem UT 84057  
Business Address City State Zip Code

801-765-7800 801-822-3215  
Telephone Mobile

Jwright@genevarock.com  
Email Address

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**PART 3 MEASUREMENT AND PAYMENT**

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**3.1 GENERAL**

- A. Units of measurement are listed above in the price schedule(s).
- B. See measurement and payment procedures in APWA Section 01 29 00.
- C. ENGINEER will take all measurements and compute all quantities.
- D. CONTRACTOR will verify ENGINEER's measurements and computations.
- E. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.
- F. The term "Lump Sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure, portion of work, or unit is specified "Lump Sum" as the unit of measurement, the unit will include but not be limited to all materials, accessories, tools, protective devices, and all operations and labor necessary to complete the work as shown on the plans and as specified.
- G. Items shall be paid for at the contract unit price per the unit of measurement and shall be considered complete compensation for all operations, labor, equipment, tools, supplies, materials and any necessary incidentals required to complete each item as shown on the drawings and described herein.

**3.2 MOBILIZATION / DEMOBILIZATION / CLEANUP (Bid Item No. 1)  
APWA Section 01 71 13**

- A. Bid price covers cost of mobilization, demobilization, installation of temporary facilities, and bringing all necessary construction equipment to site as well as the post construction cleanup. Payment of the **Lump Sum** amount will be made on percentage basis as follows.

<b>Percent of Original Contract Amount Earned</b>	<b>Percent of Amount Bid to be Paid</b>
5	40
50	60

**3.3 TRAFFIC CONTROL (Bid Item No. 2) APWA Section 01 55 26**

- A. Bid price covers cost of creating a traffic control plan acceptable to OWNER's transportation engineer, if necessary an off-duty police officer, vehicular and pedestrian protection from work zone, and certified traffic control technician.
- B. Payment of the **Lump Sum** amount will be made on percentage basis as follows.

**Percent of Original Contract  
Amount Earned**

**Percent of Amount Bid  
to be Paid**

5

40

50

60

**3.4 QUALITY ASSURANCE AND QUALITY CONTROL (Bid Item No. 3) APWA  
Section 01 43 00, 01 45 00**

- A. This item shall consist of the Contractors Quality Assurance and Quality Control Testing as required by the above stated American Public Works Association (APWA) Technical Specification.
- B. Bid price covers cost of providing the Quality Assurance as well as all the necessary Quality Control Testing.
- C. Payment will be on a **Lump Sum** basis.

**3.5 MICRO-SURFACING – VILLAGE BOULEVARD, (Bid Item No. 4), APWA  
Section 32 01 15**

**MICRO-SURFACING – COUNTRY CLUB DRIVE (FRONTAGE ROAD), (Bid  
Item No. 5), APWA Section 32 01 15**

**MICRO-SURFACING – STANSBURY PARKWAY, (Bid Item No. 6), APWA  
Section 32 01 15**

**MICRO-SURFACING – COUNTRY CLUB, (Bid Item No. 7), APWA  
Section 32 01 15**

- A. Measured in area the portion of the roadway that was properly Micro-Surfaced.
- B. Bid price covers cost of furnishing the approved type, grade and mix design of micro-surfacing material and properly installing said material over the area as specified on the plans.
- C. Bid price covers the cost of supplying and storage on-site all the raw materials that comprise micro-surfacing material, the micro-surfacing material, the micro-surfacing equipment, placement of the material, cleanup, water, labor, tools and other equipment, materials and incidentals necessary for a complete job.
- D. Payment will be on a **Square Yard** basis.

**3.6 PAINT STRIPING AND REFLECTIVE TAPE PAVEMENT MARKINGS –  
VILLAGE BOULEVARD (Bid Item No. 8) APWA Section 32 17 23**

**PAINT STRIPING AND REFLECTIVE TAPE PAVEMENT MARKINGS –  
COUNTRY CLUB DRIVE (FRONTAGE ROAD) (Bid Item No. 9) APWA  
Section 32 17 23**

**PAINT STRIPING AND REFLECTIVE TAPE PAVEMENT MARKINGS –  
STANSBURY PARKWAY (Bid Item No. 10) APWA Section 32 17 23**

**PAIN STRIPING AND REFLECTIVE TAPE PAVEMENT MARKINGS –  
COUNTRY CLUB (Bid Item No. 11) APWA Section 32 17 23**

- A. Bid price covers cost of installation, reflective paint, reflective heat tape, equipment, materials, labor, tools, cleanup and any necessary incidentals for a complete job.
- B. Payment will be on a **Lump Sum** basis.

(End Document)

**DOCUMENT 00 43 12  
BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_  
\_\_\_\_\_, hereinafter called the Principal as  
Principal, and the \_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_,  
hereinafter called the Surety, as Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_, hereinafter called the Obligee,  
in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), (5%) for the payment of which sum well and truly to be made, the said  
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for the **Tooele County Road Department  
Stansbury Park Roadway Improvement Project** on Village Boulevard, Country Club Drive  
(Frontage Road), Stansbury Parkway and Country Club in Tooele County, Utah.

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall  
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such  
bond or bonds as may be specified in the bidding or Contract Documents with good and  
sufficient surety for the faithful performance of such Contract and for the prompt payment of  
labor and material furnished in the prosecution thereof or in the event of the failure of the  
Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the  
Obligee the difference not to exceed the penalty hereof between the amount specified in said bid  
and such larger amount for which the Obligee may in good faith contract with another party to  
perform the work covered by said bid, then this obligation shall be null and void, otherwise to  
remain in full force and effect.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2011  
In the presence of:

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

**DOCUMENT 00 43 36**  
**PROPOSED SUBCONTRACTOR FORM**

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**PART 1 GENERAL**

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**1.1 BIDDER**

- A. Name: Geneva Park Products, Inc.
- Address: 1565 West 400 North  
Orem, UT 84057
- B. Telephone Number: 801-765-7800

**1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract for Tooele County Road Department is known as:

Stansbury Park Roadway Improvement Project on Village Boulevard, Country Club Drive (Frontage Road), Stansbury Parkway and Country Club

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**PART 2 REPORT**

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**2.1 SUBCONTRACTOR AND SUPPLIER REPORT**

- A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion.
- B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.
- D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are set forth as follows.

**Table 1 - BASE BID**

<b>SUBCONTRACTORS</b>		
<b>Name and Address</b>	<b>Nature and Extent of Work to be Sublet</b>	<b>Amount</b>
1. Peck Striping	Striping	50,000
2. AAA	Traffic Control	5,000
3.		
4.		
<b>SUPPLIERS</b>		
<b>Name and Address</b>	<b>Nature and Extent of Work to be Sublet</b>	<b>Amount</b>
1. Ergon	Emulsion Supply	67,500
2.		
3.		
4.		

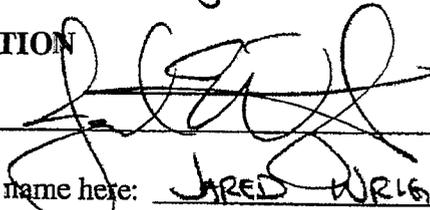
**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid and in effect as of 9/AUGUST, 2011.

**3.2 BIDDER'S SUBSCRIPTION**

A. Bidder's signature: \_\_\_\_\_



B. Please print Bidder's name here: \_\_\_\_\_

JARED WRIGHT

B. Title: \_\_\_\_\_

Project Engineer

END OF DOCUMENT

**DOCUMENT 00 43 38**  
**BIDDER STATUS FORM**

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**PART 1 GENERAL**

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**1.1 BIDDER**

- A. Name: Geneva Park Products, Inc.
- B. Address: 1565 West 400 North  
Gren, UT 84057
- C. Telephone number: 801-765-7800
- D. Federal Tax ID Number 87-0222611
- E. Vendor Number: \_\_\_\_\_

**1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract for Tooele County Road Department is known as:

**Stansbury Park Roadway Improvement Project on Village Boulevard, Country Club Drive (Frontage Road), Stansbury Parkway and Country Club**

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**PART 2 REPORT**

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**2.1 BIDDER STATUS REPORT**

- A. Bidder affirms the following information is true and correct.

1. Number of employees: 1000+
2. Bidder's firm is: (check the following as applicable)
  - Independently owned and operated.
  - An affiliate of\*
  - A subsidiary of\*
  - A division of\*
  - A business with gross revenue in excess of \$ \_\_\_\_\_
  - A business with gross revenue below \$ \_\_\_\_\_

\* PARENT COMPANY:

Name: Geneva Rock Products, Inc.

Address: 1565 West 4000 North  
Orem, UT 84057

Telephone Number: 801-765-7800

Facsimile Number: 801-765-7571

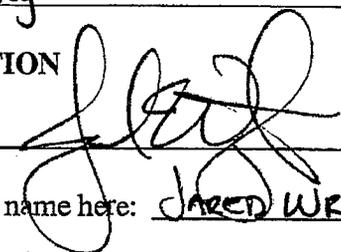
Email Address: dcwright@genevareck.com

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of 9/Aug, 2011.

**3.2 BIDDER'S SUBSCRIPTION**

A. Bidder's Signature: 

B. Please print Bidder's name here: JARED WRIGHT

C. Title: Project Engineer

END OF DOCUMENT

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we Geneva Rock Products, Inc.  
1565 West 400 North, Orem UT 84057

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto Tooele County 47 South Main, Tooele UT 84074

as Obligee, hereinafter called the Obligee, in the sum of 5% of Accompanying Bid Dollars (\$5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Stansbury Park Roadway Micro-surfacing Project T 1578

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of August, 2011

GENEVA ROCK PRODUCTS, INC.

(Principal) (Seal)

*Florence Christensen*  
(Witness)

{ *Matthew Schellendy*

TRAVELERS CASUALTY & SURETY COMPANY  
OF AMERICA  
(Surety) (Seal)

*Jack R.*  
(Witness)

{ *W. Douglas Snow*  
W. Douglas Snow, Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223367

Certificate No. 004402906

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

W. Douglas Snow, D. Cory Payne, James H. Dickson, Randall J. Austin, Aaron Griffith, Mark J. Austin, Susan R. Smith, Jace Pearson, and Vicki Sorensen

of the City of Murray, State of Utah, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of July, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 7th day of July, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

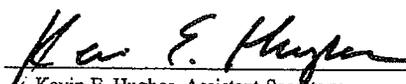
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of August, 2011.

  
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.