



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Director of Public Works
Raul Saenz, Utilities Manager

DATE: October 4, 2011

SUBJECT: Consideration to Authorize the City Manager to Award a Contract to General Pump Company, Inc. for the Well #11 Rehabilitation Project (\$225,420)

RECOMMENDATION:

Staff recommends that the City Council pass a motion to:

- a.) Authorize the City Manager to award a contract in the net amount of \$225,420 to General Pump Company, Inc. for the Well #11-A Rehabilitation Project;
- b.) Authorize the City Manager to approve additional work in the amount not-to-exceed \$22,500 (10% contingency), if required; and,
- c.) Appropriate supplemental Water Fund Reserves in the amount of \$17,920 as needed to fund the recommended contract and contingencies.

FISCAL IMPLICATION:

Water Enterprise Funds in the total amount of \$230,000 has been appropriated for this project through the Fiscal Year 2011-2012 Capital Improvement Programs. A summary of expenditures and funding is as follows:

BUDGET	
2011-2012 Well #11-A Rehabilitation Project	\$230,000.00
Recommended additional appropriation of Water Funds	\$17,920.00
TOTAL FUNDING	\$247,920.00
EXPENDITURES	
Construction Contract (General Pump Company)	\$225,420.00
Contingency (10%)	\$22,500.00
TOTAL ESTIMATED EXPENDITURES	\$247,920.00

BACKGROUND:

Well # 11-A is located on the southwest corner of Manhattan Beach Blvd. and Green Ln. in the City of Redondo Beach. Over the past 2 years, Well #11-A's water production capacity has dropped from 2,300 gallons per minute (gpm) to 1,500gpm. The decreased production capacity

may be the result of mechanical and/or well casing perforation degradation. The exact cause(s) will be determined through visual inspection of the motor/pump assembly and well casing when the equipment is pulled from the well head. While the motor/pump assembly is removed, Staff will perform down-hole preventative maintenance to assure continued aquifer production capacity.

This project will involve:

- Removal of the 350 horse power motor, discharge head and 350 feet of pump assembly for inspection and determination of replacement needs.
- Down-hole video inspection of 445 feet of well casing and perforations for determination of appropriate down-hole rehabilitation methods.
- Mechanical and/or chemical agitation of the well casing perforations and immediately adjacent aquifer to restore the well’s ability to transmit water.
- Aquifer redevelopment and pump testing aimed at achieving the well’s maximum production capability.
- Selection of a new motor and pump assembly based on the aquifer redevelopment testing.

DISCUSSION:

Bid Proposals

This project was advertised for bids in accordance with the City policy. In an effort to enhance competition, Staff contacted and mailed Bid Packages to four known local well construction contractors, three of whom expressed interest in the project. Subsequently, bids were submitted by each of the three contractors.

No.	Name of Bidder	Bid Amount	Remarks
1	General Pump Company, Inc.	\$225,420.00	Lowest Responsible Bid
2	Best Drilling and Pump, Inc.	\$346,750.00	
3	Layne Christensen Company	\$397,328.00	
4	Water Well Supply	N/A	Did not Submit Bid
	Engineer’s Estimate	\$210,000	

Lowest Responsive Bidder – General Pump Company, Inc.

The Lowest Responsive Bidder is General Pump Company, Inc. General Pump Company’s bid was reviewed by the Public Works Department and found to be responsive. Staff reviewed General Pump Company’s contractor’s license and found it to be in order. Additionally, General Pump has a proven track record with the City through similar work performed on Well # 15 in 2010. References indicate that General Pump Company has the knowledge and the capability to complete the work. The project was discussed with a representative of the firm and he expressed confidence in his bid and a desire to perform the work.

Additional Work Authority

Authorizing the City Manager to approve additional work in an amount not-to-exceed \$22,500 would expedite well reconditioning. This may result in a project cost in excess of the budget in the amount of \$17,920. Staff expects to stay within budget. However, well reconditioning projects involve dealing with infrastructure repairs that are not fully known until all of the equipment is removed from the well casing. While the project bid package was developed to address costs associated with most of the expected improvements discovered upon inspection, there is a probability of encountering unforeseen conditions. If the contingency is approved with this award,

the Public Works Director will report the status of any additional work to Council at the end of the project.

Public Outreach

Under direction from the City of Redondo Beach Public Works Department, City Staff will mail a Project Announcement to residents and businesses in the immediate vicinity of this project two weeks before construction is scheduled to begin. The Project Announcement will include general information about the project, project dates, hours of work, anticipated noise and traffic levels, and City of Manhattan Beach Staff 24/7 contact information.

Schedule

Construction is tentatively scheduled to begin in November, 2011 and includes 60 working days for completion.

Attachment: Contract

CITY OF MANHATTAN BEACH
AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and GENERAL PUMP COMPANY, INC. hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by said City, necessary to complete in a good, workmanlike and substantial manner the improvements for the: rehabilitation of the city's water Well # 11-A by means of cleaning and/or repair/replace of defective materials.

in accordance with the specifications and Special Provisions therefor, and also in accordance with the Specifications entitled "Standard Specifications for Public Works Construction, Latest Edition" and all supplements thereto, which said Special Provisions and Standard Specifications are hereby specially referred to and by such reference made a part hereof.

Said work to be done as shown upon the following plans:

Plan No. N/A

2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Manhattan Beach and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them, to wit:

Total Cost: \$225,420.00

Total Cost In Writing: **TWO HUNDRED TWENTY-FIVE THOUSAND, FOUR HUNDRED TWENTY AND NO/100 DOLLARS**

3. The complete contract consists of the following documents: This Agreement, Notice to Contractors, the accepted bid, the completed Plans, Specifications and detailed drawings, Performance Bond, Labor and Materials Bond, and Defective Materials, Workmanship and Equipment Bond.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

AGREEMENT

(Continued)

4. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the City has by action of its City Council authorized this Agreement to be executed for and on behalf of the City by its Mayor and attested by its City Clerk, and the Contractor has caused the same to be executed by his duly authorized officer.

Contractor – General Pump Company, Inc.

By 
Michael Bodart
Its Director of Engineering

Address

159 North Acacia Street
San Dimas, California 91773

ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

City Manager

The foregoing agreement is hereby approved by me as to form



City Attorney



Public Works Approval

**CITY OF MANHATTAN BEACH
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, General Pump Company, Inc.
as principal, and Travelers Casualty and Surety Company of America,

a corporation, incorporated, organized, and existing under the laws of the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Manhattan Beach, a municipal corporation, located in the County of Los

Angeles, State of California, in the full and just sum of Two Hundred Twenty Five Thousand Four Hundred Twenty
and 00/100 Dollars (\$225,420), lawful money of the

United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, said principal has entered into, or is about to enter into, a certain
written contract or agreement, dated as of the ____ day of _____,
20____, with the said City of Manhattan Beach for Well # 11-A Rehabilitation Project

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said Principal General Pump Company, Inc. shall faithfully and well and truly do, perform and complete, or cause to be done, performed and completed, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal General Pump Company, Inc., as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND
(Continued)

In the event any suit, action, or proceeding is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED, and DATED this 21st day of September, 2011.

(CORPORATE SEAL)

General Pump Company, Inc.

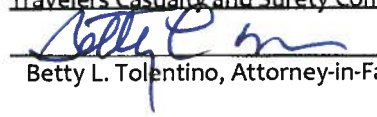
Principal



(CORPORATE SEAL)

Travelers Casualty and Surety Company of America

Surety Betty L. Tolentino, Attorney-in-Fact



The foregoing bond is hereby approved
by me as to form

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Francisco }

On September 21, 2011 before me, Virginia L. Ledford-Black, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Betty L. Tolentino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Virginia L. Ledford-Black
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

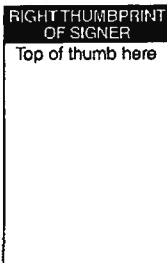
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

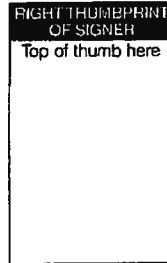
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
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- Partner — Limited General
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- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES }

On SEPTEMBER 22, 2011 before me, GINGER R. CAMPBELL, Notary Public
Date Here Insert Name and Title of the Officer

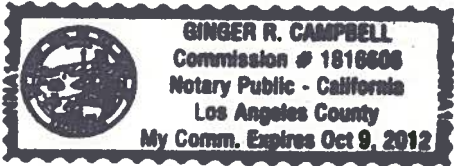
personally appeared MICHAEL BODART
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Ginger R Campbell*
Signature of Notary Public



Place Notary Seal Above

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- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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- Other: _____



Signer Is Representing: _____

CITY OF MANHATTAN BEACH Bond No. 105585818
LABOR AND MATERIALS BOND

Premium Included in
Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, General Pump Company, Inc.

as principal, and Travelers Casualty and Surety Company of America

as surety, are held and firmly bound unto the CITY OF MANHATTAN BEACH, State of California, in the sum of Two Hundred Twenty Five Thousand Four Hundred Twenty and 00/100

(\$225,420) lawful money of the

United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that:

WHEREAS, said principal has been awarded and is about to enter into a written contract or agreement with the City of Manhattan Beach for

Well # 11-A Rehabilitation Project

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said principal as Contractor in said contract or agreement, or principal's subcontractor, fails to pay for any materials, provisions, provended or other supplies or teams, equipment, implements, trucks, machinery or power used in, upon or for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act of the State of California or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, the surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond.

This bond is executed pursuant to the provisions of Chapter 7 of Division 3, Part 4, Title 15, of the Civil Code of the State of California, and shall inure to the benefit of any and all persons entitled to file claims under Chapter 4 of Division 3, Part 4, Title 15 of the Civil Code of California as now or hereafter amended. No premature payment by said City to said principal shall exonerate any surety unless the City Council of said City shall have actual notice that such payment is premature at the time and it is ordered by said Council, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

LABOR AND MATERIALS BOND
(Continued)

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and to all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.


The said surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligation on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

WITNESS our hands this 21st day of September, 2011.

General Pump Company, Inc.


Principal

Travelers Casualty and Surety Company of America


Surety Betty L. Tolentino, Attorney-in-Fact

The foregoing bond is hereby approved by me as to form.

City Attorney

The foregoing bond is hereby approved by me as to surety.

ATTEST:

City Clerk

City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco



On September 21, 2011 before me, Virginia L. Ledford-Black, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Betty L. Tolentino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Virginia L. Ledford-Black
Signature of Notary Public



Place Notary Seal Above

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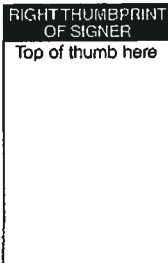
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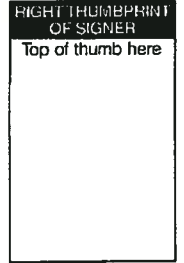
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Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On SEPTEMBER 22, 2011 before me, GINGER R. CAMPBELL, Notary Public
Date Here Insert Name and Title of the Officer

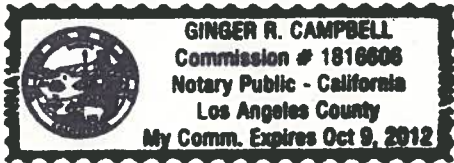
personally appeared MICHAEL BODART
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Ginger R. Campbell*
Signature of Notary Public



Place Notary Seal Above

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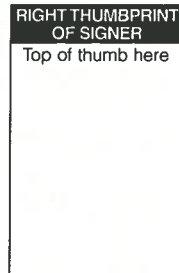
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- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
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- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CITY OF MANHATTAN BEACH
DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, General Pump Company, Inc.
as principal, and Travelers Casualty and Surety Company of America,

a corporation organized and existing under the laws of the State of CT, and authorized to do a general surety business in the State of California, as Surety, are held and firmly bound unto the City of Manhattan Beach (hereinafter called Owner), a municipal corporation of the State of

California, in the full and just sum of Twenty Two Thousand Five Hundred Forty Two and 00/100
 Dollars (\$ 22,542.00), lawful money of the United

States of America, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the said Principal entered into a certain contract with the obligee,

dated on or about _____ for the

construction of

Well # 11-A Rehabilitation Project

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum

of Twenty Two Thousand Five Hundred Forty Two and 00/100
 Dollars (\$ 22,542.00), conditioned that the Principal would make good and protect the said obligee against the results of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of said contract having been used or incorporated in any part of the work so contracted for, which shall have appeared or been discovered, within the period of one (1) year from and after the completion and final acceptance of the work done under said contract.

NOW, THEREFORE, if the Principal shall well and truly make good and protect the said obligee against the results of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of said contract having been used or incorporated in any part of the work performed under said contract, which shall have appeared or been discovered within said one (1) year period from and after completion and final acceptance of said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND
(Continued)

SIGNED, SEALED, and DATED this 21st day of September,
2011.

General Pump Company, Inc.



Principal

Travelers Casualty and Surety
Company of America



Betty L. Tolentino, Attorney-in-Fact

Surety

The foregoing bond is hereby approved
by me as to form

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Francisco }

On September 21, 2011 before me, Virginia L. Ledford-Black, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Betty L. Tolentino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Virginia L. Ledford-Black
Signature of Notary Public

OPTIONAL

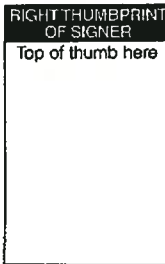
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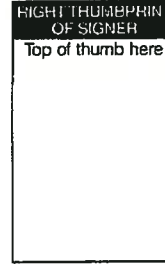
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 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES }

On SEPTEMBER 22, 2011 before me, GINGER R. CAMPBELL, Notary Public,
Date Here Insert Name and Title of the Officer

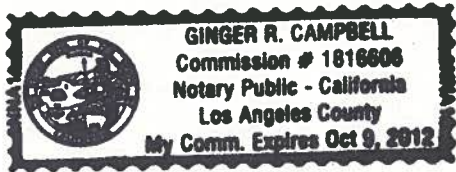
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Ginger R Campbell*
Signature of Notary Public



Place Notary Seal Above

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- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



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. 220612

Certificate No. 004525652

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

Susan Hecker, Maureen O'Connell, Robert Wrixon, Brian F. Cooper, M. Moody, Betty L. Tolentino, Janet C. Rojo, J. M. Albada, and Virginia L. Black

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 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: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of September, 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.



[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 21st day of September, 20 11.

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


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.