

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
GLOVER CONSTRUCTION COMPANY OF NORTH CAROLINA  
FOR  
TRAIL RIDGE LANDFILL PHASE 6 CLASS I CELL EXPANSION**

**THIS CONTRACT** is executed as of this 5 day of May, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter sometimes the "Owner" or the "City"), and GLOVER CONSTRUCTION CORPORATION OF NORTH CAROLINA, a foreign profit corporation with principal office at 4493 U.S. Highway 301, Pleasant Hill, North Carolina 27866 (hereinafter the "Contractor") for the Trail Ridge Landfill Phase 6 Class 1 Cell Expansion.

**WITNESSETH**, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest and best responsible bidder for furnishing all permits, labor, materials, and equipment and performing all operations necessary to execute the work in accordance with the Plans and Specifications for the Trail Ridge Landfill Construction, Phase 6, Class I Cell Expansion located at 5110 U.S. Highway 301 South, Duval County, Florida, including over 300 acres of site grading and clearing, construction and installation of a drainage system including 20,000 linear feet of drainage canals and the excavation of 56 acres of stormwater ponds, construction of 15,000 linear feet of roadway, demolition of existing facilities and structures, and construction of approximately 31 acres of a Class I municipal solid waste cell including subgrade, screened sand subbase, geosynthetic clay liner, secondary geomembrane liner, primary geomembrane liner, in-cell piping, geocomposites, geotextiles, and pipe penetration in their entirety, together with all other associated work, all in accordance with plans and specifications hereafter referred to, and has been awarded this Contract for said work pursuant to award made April 2, 2015.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and

specifications prepared for the Department of Public Works by CDM Smith, bid numbered CP-0070-15, bid date March 18, 2015, designated as "Specifications and Contract Documents for Trail Ridge Landfill Phase 6 Class I Cell Expansion," and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein, for the total amount not-to-exceed TWENTY-SEVEN MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS (\$27,833,790.00), at and for the prices and on the terms contained in the Contract Documents.

3. On the faithful performance of this contract by Contractor, Owner will pay Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all performance and payment bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

5. Notwithstanding any provision to the contrary in this Contract or the Contract Documents, Owner has the absolute right to terminate this Contract without cause for convenience by giving Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to Contractor's representative who signed this Contract at the address specified herein.

6. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank. Signature page follows immediately.]**

Cleveland Fergueen III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2006-011

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on  
duplicate the day and year first above written.

ATTEST:

By *James R. McCain, Jr.*  
James R. McCain, Jr.  
Corporation Secretary



CITY OF JACKSONVILLE, FLORIDA

By *Alvin Brown*  
Alvin Brown, Mayor  
OWNER

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

*C. Ronald Bell*  
Director of Finance

*10/12/06*

Form Approved:

*James R. McCain, Jr.*  
Office of General Counsel

WITNESS:

*Matt B. Glover*  
Signature  
MATT B. GLOVER  
Type/Print Name  
Vice President  
Title

GLOVER CONSTRUCTION CORPORATION OF NORTH CAROLINA .  
*J.M. Glover*  
Signature  
J.M. Glover  
Type/Print Name  
President  
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Sequence 1

Account: PWSW44K-069505

Amount: \$8,398,842.50

Funding for Sequence 2 in the amount of \$11,196,510.00 and for Sequence 3 in the amount of \$8,238,437.50 to be identified and encumbered at a later date upon the next City Council budget allocation;

**THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.**

CONTRACT NUMBER 10112  
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER 106265288

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: Glover Construction Corporation of North Carolina

Principal Business Address: 4493 U.S. Highway 301, Pleasant Hill, North Carolina 27866

Telephone: (252) 536-2600

As to the Surety:

Name: Travelers Casualty and Surety Company of America

Principal Business Address: One Tower Square, Hartford, CT 06183

Telephone: (860) 277-0111

As to the Owner of the Property/Contracting Public Entity:

Name: City of Jacksonville Public Works Department, Solid Waste Division

Principal Business Address: 1031 Superior Street, Jacksonville, Florida

Telephone: \_\_\_\_\_

Description of Project including address and description of improvements: furnishing, not by way of limitation, all permits, labor, materials, and equipment, and performing all operations necessary to execute the work in accordance with the Plans and Specifications for the Trail Ridge Landfill Construction, Phase 6, Class I Cell Expansion located at 5110 U.S. Highway 301 South, Duval County, Florida, including over 300 acres of site grading and clearing, construction and installation of a drainage system including 20,000 linear feet of drainage canals and the excavation of 56 acres of stormwater ponds, construction of 15,000 linear feet of roadway, demolition of existing facilities and structures, and construction of approximately 31 acres of a Class I municipal solid waste cell including subgrade, screened sand subbase, geosynthetic clay liner, secondary geomembrane liner, primary geomembrane liner, in-cell piping, geocomposites, geotextiles, and pipe penetration in their entirety, and all other related work shown on construction plans and described in the Scope of Work.

**THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.****CITY OF JACKSONVILLE, FLORIDA****PERFORMANCE BOND****REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

**KNOW ALL MEN BY THESE PRESENTS**, that GLOVER CONSTRUCTION CORPORATION OF NORTH CAROLINA, as Principal, (hereinafter the "Contractor"), and Travelers Casualty and Surety Company of America \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ CT \_\_\_\_\_ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of TWENTY-SEVEN MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS (\$27,833,790.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 10112 (to be inserted by the City) (the "Contract"), dated as of the 5 day of May, 2015, for furnishing, not by way of limitation, all permits, labor, materials, and equipment, and performing all operations necessary to execute the work in accordance with the Plans and Specifications for the Trail Ridge Landfill Construction, Phase 6, Class I Cell Expansion located at 5110 U.S. Highway 301 South, Duval County, Florida, including over 300 acres of site grading and clearing, construction and installation of a drainage system including 20,000 linear feet of drainage canals and the excavation of 56 acres of stormwater ponds, construction of 15,000 linear feet of roadway, demolition of existing facilities and structures, and construction of

approximately 31 acres of a Class I municipal solid waste cell including subgrade, screened sand subbase, geosynthetic clay liner, secondary geomembrane liner, primary geomembrane liner, in-cell piping, geocomposites, geotextiles, and pipe penetration in their entirety, and all other related work shown on construction plans and described in the Scope of Work, all in accordance with plans and specifications entitled *Specifications and Contract Documents for Trail Ridge Landfill Phase 6 Class I Cell Expansion* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared for the Department of Public Works by CDM Smith, bid numbered CP-0070-15, bid date March 18, 2015, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, (3) pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

**PROVIDED**, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's

obligation under this bond.

**PROVIDED FURTHER**, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by the City to Contractor under the

Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

**PROVIDED FURTHER**, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final

completion under the Contract.

**PROVIDED FURTHER**, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

**PROVIDED FURTHER**, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

**[Remainder of page intentionally left blank. Signature page follows immediately.]**

SIGNED AND SEALED this 5 day of May, 2015.

WITNESS:

GLOVER CONSTRUCTION CORPORATION OF NORTH CAROLINA

[Signature]  
Signature  
MATT B. GLOVER  
Type/Print Name  
Vice President  
Title

[Signature]  
Signature  
J. M. Glover  
Type/Print Name  
President  
Title

AS PRINCIPAL

Signed, Sealed and Delivered in the Presence of:  
[Signature]  
Debra L. Hitter

Travelers Casualty and Surety Company of America  
[Signature]  
By  
Its Attorney-in-Fact

AS SURETY

Name of Agent: H. Thomas Dawkins  
Address: 6230 Fairview Road, Suite 230  
Charlotte, NC 28210

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

[Signature]  
Office of General Counsel

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**CONTRACT NUMBER** 10112  
(Contract Number to be inserted by the City of Jacksonville)

**PAYMENT BOND NUMBER** 106265288

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: Glover Construction Corporation of North Carolina

Principal Business Address: 4493 U.S. Highway 301, Pleasant Hill, North Carolina 27866

Telephone: (252) 536-2600

As to the Surety:

Name: Travelers Casualty and Surety Company of America

Principal Business Address: One Tower Square, Hartford, CT 06183

Telephone: (860) 277-0111

As to the Owner of the Property/Contracting Public Entity:

Name: Jacksonville Public Works Department, Solid Waste Division

Principal Business Address: 1031 Superior Street, Jacksonville, Florida

Telephone: \_\_\_\_\_

Description of project including address and description of improvements: furnishing, not by way of limitation, all permits, labor, materials, and equipment, and performing all operations necessary to execute the work in accordance with the Plans and Specifications for the Trail Ridge Landfill Construction, Phase 6, Class I Cell Expansion located at 5110 U.S. Highway 301 South, Duval County, Florida, including over 300 acres of site grading and clearing, construction and installation of a drainage system including 20,000 linear feet of drainage canals and the excavation of 56 acres of stormwater ponds, construction of 15,000 linear feet of roadway, demolition of existing facilities and structures, and construction of approximately 31 acres of a Class I municipal solid waste cell including subgrade, screened sand subbase, geosynthetic clay liner, secondary geomembrane liner, primary geomembrane liner, in-cell piping, geocomposites, geotextiles, and pipe penetration in their entirety, and all other related work shown on construction plans and described in the Scope of Work.

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**WHEREAS**, the Principal made and entered into City Contract Number 10112 (to be inserted by the City) (the "Contract"), dated as of the 5 day of May, 2015, for furnishing, not by way of limitation, all permits, labor, materials, and equipment, and performing all operations necessary to execute the work in accordance with the Plans and Specifications for the Trail Ridge Landfill Construction, Phase 6, Class I Cell Expansion located at 5110 U.S. Highway 301 South, Duval County, Florida, including over 300 acres of site grading and clearing, construction and installation of a drainage system including 20,000 linear feet of drainage canals and the excavation of 56 acres of stormwater ponds, construction of 15,000 linear feet of roadway, demolition of existing facilities and structures, and construction of approximately 31 acres of a Class I municipal solid waste cell including subgrade, screened sand

subbase, geosynthetic clay liner, secondary geomembrane liner, primary geomembrane liner, in-cell piping, geocomposites, geotextiles, and pipe penetration in their entirety, and all other related work shown on construction plans and described in the Scope of Work, all in accordance with plans and specifications entitled *Specifications and Contract Documents for Trail Ridge Landfill Phase 6 Class I Cell Expansion* for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared for the Department of Public Works by CDM Smith, bid numbered CP-0070-15, bid date March 18, 2015, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are by this reference made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITION OF THIS BOND** is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to

promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

**PROVIDED**, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

**PROVIDED FURTHER**, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

**PROVIDED FURTHER**, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

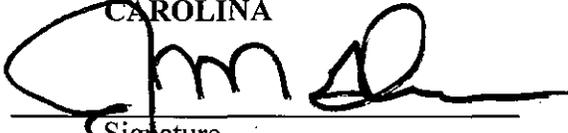
**PROVIDED FURTHER**, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this 5 day of May, 2015.

WITNESS:

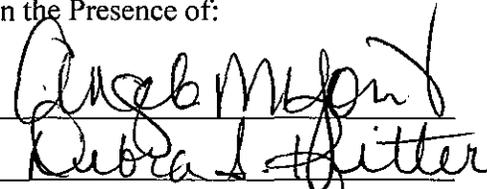
  
Signature  
Matt B. Glover  
Type/Print Name  
Vice Pres.  
Title

GLOVER CONSTRUCTION CORPORATION OF NORTH CAROLINA

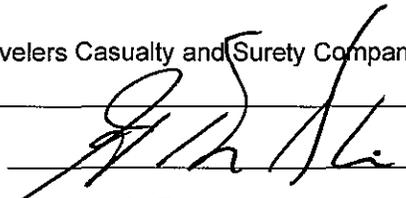
  
Signature  
J. M. Glover  
Type/Print Name  
President  
Title

AS PRINCIPAL

Signed, Sealed and Delivered in the Presence of:

  
Debra L. Hitter

Travelers Casualty and Surety Company of America

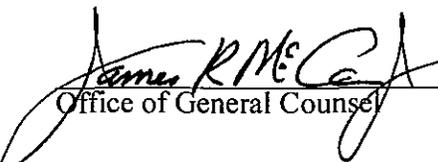
By:   
Its Attorney-in-Fact

AS SURETY

Name of Agent: H. Thomas Dawkins

Address: 6230 Fairview Road, Suite 230  
Charlotte, NC 28210

Form Approved:

  
Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract



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. 227850

Certificate No. 005861889

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

H. Thomas Dawkins, and Jenny Peterson

of the City of Charlotte, State of North Carolina, 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 10th day of April, 2014.

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. Raney, Senior Vice President

On this the 10th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

