

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 CONTRACT

2 **32109**

3 THIS CONTRACT is made and entered, in duplicate, as of February 9,
4 2011 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on February 8, 2011, by and between
6 FLATIRON ELECTRIC GROUP, INC., a Delaware corporation ("Contractor"), whose
7 address is 15701 Heron Avenue, La Mirada, California 90638, and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Shoreline Drive Advance
10 Traffic Control System in the City of Long Beach, California," dated December 8, 2010,
11 and published by City, bids were received, publicly opened and declared on the date
12 specified in said Notice; and

13 WHEREAS, the City Manager accepted the bid of Contractor; and

14 WHEREAS, the City Council authorized the City Manager to enter a
15 contract with Contractor for the work described in Project Plans No. C-5843 and Project
16 Specifications No. R-6857;

17 NOW, THEREFORE, in consideration of the mutual terms and conditions
18 herein, the parties agree as follows:

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
20 supervision, tools, materials, supplies, appliances, equipment and transportation for the
21 work described in "Project Plans No. C-5843 and Project Specifications No. R-6857 for
22 Shoreline Drive Advance Traffic Control System in the City of Long Beach, California,"
23 said work to be performed according to the Contract Documents identified below.
24 However, this Contract is intended to provide to City complete and finished work and, to
25 that end, Contractor shall do everything necessary to complete the work, whether or not
26 specifically described in the Contract Documents.

27 2. PRICE AND PAYMENT.

28 A. City shall pay to Contractor the amount(s) for materials and

1 work identified in Contractor's "Bid for Shoreline Drive Advance Traffic Control
2 System in the City of Long Beach, California," attached hereto as Exhibit "A".

3 B. Contractor shall submit requests for progress payments and
4 City will make payments in due course of payments in accordance with Section 9
5 of the Standard Specifications for Public Works Construction (latest edition).

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Project Specifications No. R-6857 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; Project Plans No. C-5843 for this work; the California Code of
12 Regulations; the various Uniform Codes applicable to trades; the prevailing wage
13 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
14 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
15 Contract and all documents attached hereto or referenced herein including but not
16 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
17 Proceed; Notice of Completion; any addenda or change orders issued in
18 accordance with the Standard Specifications; any permits required and issued for
19 the work; approved final design drawings and documents; and the Information
20 Sheet. These Contract Documents are incorporated herein by the above
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
23 if any conflict or inconsistency exists or develops among or between Contract
24 Documents, the following priority shall govern: 1) Permit(s) from other public
25 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
26 hereto); 4) Addenda (which shall include written clarifications, corrections and
27 changes to the bid documents and other types of written notices issued prior to bid
28 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the

1 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
2 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
3 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date
5 to be specified in a written "Notice to Proceed" from City and shall complete all work
6 within ninety (90) working days thereafter, subject to strikes, lockouts and events beyond
7 the control of Contractor. Time is of the essence hereunder. City will suffer damage if
8 the work is not completed within the time stated, but those damages would be difficult or
9 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
10 amount stated in the Contract Documents.

11 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
12 acceptance of any work or the payment of any money by City shall not operate as a
13 waiver of any provision of any Contract Document, of any power reserved to City, or of
14 any right to damages or indemnity hereunder. The waiver of any breach or any default
15 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

16 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently
17 herewith, Contractor shall submit certification of Workers' Compensation coverage in
18 accordance with California Labor Code Sections 1860 and 3700, a copy of which is
19 attached hereto as Exhibit "B".

20 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
21 upon City by Contractor for and on account of any extra or additional work performed or
22 materials furnished, unless such extra or additional work or materials shall have been
23 expressly required by the City Manager and the quantities and price thereof shall have
24 been first agreed upon, in writing, by the parties hereto.

25 8. CLAIMS. Contractor shall, upon completion of the work, deliver
26 possession thereof to City ready for use and free and discharged from all claims for labor
27 and materials in doing the work and shall assume and be responsible for, and shall
28 protect, defend, indemnify and hold harmless City from and against any and all claims,

1 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
2 persons, or damages to property, including property of City, which arises from or is
3 connected with the performance of the work.

4 9. INSURANCE. Prior to commencement of work, and as a condition
5 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence
6 of all insurance required in the Contract Documents.

7 In addition, Contractor shall complete and deliver to City the form
8 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply
9 with Labor Code Section 2810.

10 10. WORK DAY. Contractor shall comply with Sections 1810 through
11 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
12 penalty to City, the sum of Twenty-five Dollars (\$25) for each worker employed by
13 Contractor or any subcontractor for each calendar day such worker is required or
14 permitted to work more than eight (8) hours unless that worker receives compensation in
15 accordance with Section 1815.

16 11. PREVAILING WAGE RATES. Contractor is directed to the
17 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)
18 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
19 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
20 work done by Contractor, or any subcontractor, under this Contract.

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

22 A. If the work is terminated pursuant to an order of any Federal
23 or State authority, Contractor shall accept as full and complete compensation
24 under this Contract such amount of money as will equal the product of multiplying
25 the Contract price stated herein by the percentage of work completed by
26 Contractor as of the date of such termination, and for which Contractor has not
27 been paid. If the work is so terminated, the City Engineer, after consultation with
28 Contractor, shall determine the percentage of work completed and the

1 determination of the City Engineer shall be final.

2 B. If Contractor is prevented, in any manner, from strict
3 compliance with the Plans and Specifications due to any Federal or State law, rule
4 or regulation, in addition to all other rights and remedies reserved to the parties
5 City may by resolution of the City Council suspend performance hereunder until
6 the cause of disability is removed, extend the time for performance, make changes
7 in the character of the work or materials, or terminate this Contract without liability
8 to either party.

9 13. NOTICES.

10 A. Any notice required hereunder shall be in writing and
11 personally delivered or deposited in the U.S. Postal Service, first class, postage
12 prepaid, to Contractor at the address first stated herein, and to the City at 333
13 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice
14 of change of address shall be given in the same manner as stated herein for other
15 notices. Notice shall be deemed given on the date deposited in the mail or on the
16 date personal delivery is made, whichever first occurs.

17 B. Except for stop notices and claims made under the Labor
18 Code, City will notify Contractor when City receives any third party claims relating
19 to this Contract in accordance with Section 9201 of the Public Contract Code.

20 14. BONDS. Contractor shall, simultaneously with the execution of this
21 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
22 form attached hereto and in the amount specified therein, conditioned upon the faithful
23 performance of this Contract by Contractor, and a good and sufficient corporate surety
24 bond, in the form attached hereto and in the amount specified therein, conditioned upon
25 the payment of all labor and material claims incurred in connection with this Contract.

26 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
27 any of the moneys that may become due Contractor hereunder may be assigned by
28 Contractor without the written consent of City first had and obtained, nor will City

1 recognize any subcontractor as such, and all persons engaged in the work of
2 construction will be considered as independent contractors or agents of Contractor and
3 will be held directly responsible to Contractor.

4 16. CERTIFIED PAYROLL RECORDS.

5 A. Contractor shall keep and shall cause each subcontractor
6 performing any portion of the work under this Contract to keep an accurate payroll
7 record, showing the name, address, social security number, work classification,
8 straight time and overtime hours worked each day and week, and the actual per
9 diem wages paid to each journeyman, apprentice, worker, or other employee
10 employed by Contractor or subcontractor in connection with the work, all in
11 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such
12 payroll records for Contractor and all subcontractors shall be certified and shall be
13 available for inspection at all reasonable hours at the principal office of Contractor
14 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure
15 to furnish such records to City in the manner provided herein for notices shall
16 entitle City to withhold the penalty prescribed by law from progress payments due
17 to Contractor.

18 B. Upon completion of the work, Contractor shall submit to the
19 City certified payroll records for Contractor and all subcontractors performing any
20 portion of the work under this Contract. Certified payroll records for Contractor
21 and all subcontractors shall be maintained during the course of the work and shall
22 be kept by Contractor for up to three (3) years after completion of the work.

23 C. The foregoing is in addition to, and not in lieu of, any other
24 requirements or obligations established and imposed by any department of the
25 City with regard to submission and retention of certified payroll records for
26 Contractor and subcontractors.

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

1 and custody of the work. If any loss or damage occurs to the work that is not covered by
2 collectible commercial insurance, excluding loss or damage caused by earthquake or
3 flood or the negligence or willful misconduct of City, then Contractor shall immediately
4 make the City whole for any such loss or pay for any damage. If Contractor fails or
5 refuses to make the City whole or pay, then City may do so and the cost and expense of
6 doing so shall be deducted from the amount due Contractor from City hereunder.

7 18. CONTINUATION. Termination or expiration of this Contract shall not
8 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
9 prior to termination or expiration of this Contract.

10 19. TAXES AND TAX REPORTING.

11 A. As required by federal and state law, City is obligated to and
12 will report the payment of compensation to Contractor on Form 1099-Misc.
13 Contractor shall be solely responsible for payment of all federal and state taxes
14 resulting from payments under this Contract. Contractor shall submit Contractor's
15 Employer Identification Number (EIN), or Contractor's Social Security Number if
16 Contractor does not have an EIN, in writing to City's Accounts Payable,
17 Department of Financial Management. Contractor acknowledges and agrees that
18 City has no obligation to pay Contractor until Contractor provides one of these
19 numbers.

20 B. Contractor shall cooperate with City in all matters relating to
21 taxation and the collection of taxes, particularly with respect to the self-accrual of
22 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
23 materials, equipment, supplies, or other tangible personal property totaling over
24 \$100,000 shipped from outside California, a qualified Contractor shall complete
25 and submit to the appropriate governmental entity the form in Appendix "A"
26 attached hereto; and (ii) for construction contracts and subcontracts totaling
27 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
28 of Equalization for the Work site. "Qualified" means that the Contractor purchased

1 at least \$500,000 in tangible personal property that was subject to sales or use tax
2 in the previous calendar year.

3 C. Contractor shall create and operate a buying company, as
4 defined in State of California Board of Equalization Regulation 1699, subpart (h),
5 in City if Contractor will purchase over \$10,000 in tangible personal property
6 subject to California sales and use tax.

7 D. In completing the form and obtaining the permit(s), Contractor
8 shall use the address of the Work site as its business address and may use any
9 address for its mailing address. Copies of the form and permit(s) shall also be
10 delivered to the City Engineer. The form must be submitted and the permit(s)
11 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
12 order any materials or equipment over \$100,000 from vendors outside California
13 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
14 shall be a material breach of this Contract. In addition, Contractor shall make all
15 purchases from the Long Beach sales office of its vendors if those vendors have a
16 Long Beach office and all purchases made by Contractor under this Contract
17 which are subject to use tax of \$500,000 or more shall be allocated to the City of
18 Long Beach. Contractor shall require the same cooperation with City, with regards
19 to subsections B, C and D under this section (including forms and permits), from
20 its subcontractors and any other subcontractors who work directly or indirectly
21 under the overall authority of this Contract.

22 E. Contractor shall not be entitled to and by signing this Contract
23 waives any claim or damages for delay against City if Contractor does not timely
24 submit these forms to the appropriate governmental entity. Contractor may
25 contact the City Controller at (562) 570-6450 for assistance with the form.

26 20. ADVERTISING. Contractor shall not use the name of City, its
27 officials or employees in any advertising or solicitation for business, nor as a reference,
28 without the prior approval of the City Manager, City Engineer or designee.

1 21. AUDIT. If payment of any part of the consideration for this Contract
2 is made with federal, state or county funds and a condition to the use of those funds by
3 City is a requirement that City render an accounting or otherwise account for said funds,
4 then City shall have the right at all reasonable times to examine, audit, inspect, review,
5 extract information from, and copy all books, records, accounts and other information
6 relating to this Contract.

7 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
8 work to be performed hereunder does not constitute a peculiar risk of bodily harm and
9 that no special precautions are required to perform said work.

10 23. THIRD PARTY BENEFICIARY. This Contract is intended by the
11 parties to benefit themselves only and is not in any way intended or designed to or
12 entered for the purpose of creating any benefit or right of any kind for any person or entity
13 that is not a party to this Contract.

14 24. SUBCONTRACTORS. Contractor agrees to and shall bind every
15 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
16 create any obligation on the part of City to pay any subcontractor except in accordance
17 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
18 with this Section shall be deemed a material breach of this Contract. A list of
19 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
20 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
21 reference.

22 25. NO DUTY TO INSPECT. No language in this Contract shall create
23 and City shall not have any duty to inspect, correct, warn of or investigate any condition
24 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
25 regulations relating to said work. If City does inspect or investigate, the results thereof
26 shall not be deemed compliance with or a waiver of any requirements of the Contract
27 Documents.

28 26. GOVERNING LAW. This Contract shall be governed by and

1 construed pursuant to the laws of the State of California (except those provisions of
2 California law pertaining to conflicts of laws).

3 27. INTEGRATION. This Contract, including the Contract Documents
4 identified in Section 3 hereof, constitutes the entire understanding between the parties
5 and supersedes all other agreements, oral or written, with respect to the subject matter
6 herein.

7 28. COSTS. If there is any legal proceeding between the parties to
8 enforce or interpret this Contract or to protect or establish any rights or remedies
9 hereunder, the prevailing party shall be entitled to its costs, including reasonable
10 attorney's fees.

11 29. NONDISCRIMINATION. In connection with performance of this
12 Contract and subject to federal laws, rules and regulations, Contractor shall not
13 discriminate in employment or in the performance of this Contract on the basis of race,
14 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
15 status, handicap or disability. It is the policy of the City to encourage the participation of
16 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
17 encourages Contractor to use its best efforts to carry out this policy in the award of all
18 subcontracts.

19 30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
20 accordance with the provisions of the Ordinance, this Contract is subject to the applicable
21 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long
22 Beach Municipal Code, as amended from time to time.

23 A. During the performance of this Contract, the Contractor
24 certifies and represents that the Contractor will comply with the EBO. The
25 Contractor agrees to post the following statement in conspicuous places at its
26 place of business available to employees and applicants for employment:

27 "During the performance of a Contract with the City of Long Beach,
28 the Contractor will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of
3 Long Beach Business Services Division at 562-570-6200."

4 B. The failure of the Contractor to comply with the EBO will be
5 deemed to be a material breach of the Contract by the City.

6 C. If the Contractor fails to comply with the EBO, the City may
7 cancel, terminate or suspend the Contract, in whole or in part, and monies due or
8 to become due under the Contract may be retained by the City. The City may also
9 pursue any and all other remedies at law or in equity for any breach.

10 D. Failure to comply with the EBO may be used as evidence
11 against the Contractor in actions taken pursuant to the provisions of Long Beach
12 Municipal Code 2.93 et seq., Contractor Responsibility.

13 E. If the City determines that the Contractor has set up or used
14 its contracting entity for the purpose of evading the intent of the EBO, the City may
15 terminate the Contract on behalf of the City. Violation of this provision may be
16 used as evidence against the Contractor in actions taken pursuant to the
17 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
18 Responsibility.

19 31. DEFAULT. Default shall include but not be limited to Contractor's
20 failure to perform in accordance with the Plans and Specifications, failure to comply with
21 any Contract Document, failure to pay any penalties, fines or charges assessed against
22 Contractor by any public agency, failure to pay any charges or fees for services
23 performed by the City, and if Contractor has substituted any security in lieu of retention,
24 then default shall also include City's receipt of a stop notice. If default occurs and
25 Contractor has substituted any security in lieu of retention, then in addition to City's other
26 legal remedies, City shall have the right to draw on the security in accordance with Public
27 Contract Code Section 22300 and without further notice to Contractor. If default occurs
28 and Contractor has not substituted any security in lieu of retention, then City shall have


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1 all legal remedies available to it.

2 IN WITNESS WHEREOF, the parties have caused this document to be duly
3 executed with all formalities required by law as of the date first stated above.

4 FLATIRON ELECTRIC GROUP, INC., a
5 Delaware corporation

6 March 28, 2011

By 

President
Richard Tesonero Vice President

Type or Print Name

8 _____, 2011

By _____


Secretary

Type or Print Name

"Contractor"

11 CITY OF LONG BEACH, a municipal
12 corporation
13 **Assistant City Manager**

14 420, 2011

By  **EXECUTED PURSUANT
City Manager BY SECTION 301 OF
THE CITY CHARTER.**

"City"

17 This Contract is approved as to form on 4/19

18 2011.

19 ROBERT E. SHANNON, City Attorney

20 By 
Deputy

EXHIBIT A

BIDDER'S NAME: Hatiron Electric Group, Inc

**BID TO THE CITY OF LONG BEACH
SHORELINE DRIVE
ADVANCE TRAFFIC CONTROL SYSTEM**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 8, 2010, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6857 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
Street Improvements on Ocean Boulevard between Promenade North and Locust Avenue					
1.	Concrete Removal	378	CY	120.00	45,360.00
2.	Bituminous Pavement Removal	152	CY	95.00	14,440.00
3.	Tree Removal	3	Ea	335.00	1,500.00
4.	Unclassified Excavation	200	CY	67.00	13,400.00
5.	Adjust City Manhole Frame & Cover	2	Ea	359.00	718.00
6.	Adjust Water Gate Box & Cover	8	Ea	239.00	1,912.00
7.	Reconstruct Water Gate Box & Cover	2	Ea	479.00	958.00
8.	Adjust Gas Valve Box & Cover	1	Ea	659.00	659.00
9.	Survey Monument Type C with Casting & Cover	1	Ea	2431.00	2,431.00
10.	Install Survey Monument Casting & Cover	1	Ea	2431.00	2,431.00
11.	Adjust Survey Monument Casting & Cover	1	Ea	2335.00	2,335.00
12.	Survey Bench Mark, Type 1	1	Ea	1,476.00	1,476.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
13.	Curb Drain, 4" CIP	38	LF	19.00	722.00
14.	PCC Curb, GB Type A1	112	LF	33.00	3,696.00
15.	PCC Curb & Gutter, GB Type A2, W=1.5'	550	LF	35.00	19,250.00
16.	PCC Sidewalk, 3" Thick	4,500	SF	6.00	7,000.00
17.	Curb Ramp Detectable Warning Surface	125	SF	35.00	4,375.00
18.	PCC Driveway Apron, 6" Thick	125	SF	14.00	1,750.00
19.	Crushed Miscellaneous Base	200	CY	97.00 43.00	6,140.00 8,600.00
20.	Asphalt Concrete Pavement	630	Ton	8 97.00	61,110.00 61,110.00
Traffic Signal Modification Plans					
21.	Golden Shore Avenue & Ocean Boulevard	1	LS		87,288.00
22.	Magnolia Avenue & Ocean Boulevard	1	LS		79,236.00
23.	Chestnut Place & Ocean Boulevard	1	LS		84,705.00
24.	Pacific Avenue & Ocean Boulevard	1	LS		47,829.00
25.	Long Beach Boulevard & Ocean Boulevard	1	LS		129,051.00
26.	Elm Avenue & Ocean Boulevard	1	LS		61,013.00
27.	Linden Avenue & Ocean Boulevard	1	LS		55,851.00
28.	Atlantic Avenue & Ocean Boulevard	1	LS		134,455.00
29.	Pine Avenue & Shoreline Drive	1	LS		53,021.00
30.	Linden Avenue & Shoreline Drive	1	LS		136,307.00
31.	Locust Avenue & Ocean Boulevard	1	LS		79,009.00
Communication Plans					
32.	Furnish and Install Model 2070L Controller Assembly in existing cabinet	9	Ea	5268.00	47,412.00

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
33.	Type 334 Fiber Optic Termination Cabinet and Foundation	1	Ea	5857.00	
34.	Vehicle Signal Head, 12"	17	Ea	792.00	13,464.00
35.	Vehicle Signal Backplate	1	Ea	96.00	96.00
36.	Countdown Pedestrian Signal	4	Ea	491.00	1,964.00
37.	Pedestrian Button	10	Ea	149.00	1,490.00
38.	Fiber Optic Communication Conduit, 3" Underground	6,700	LF	20.00	134,000.00
39.	Fiber Optic Communication Conduit, 1-1/2" or 2" Underground	750	LF	20.00	15,000.00
40.	Surface-mounted Conduit, 1" to 3"	50	LF	30.00	1,500.00
41.	Traffic Signal Conduit, 2" Underground	2,680	LF	26.00	69,680.00
42.	No. 6E Communication Pull Box	36	LF	1,214.00	43,704.00
43.	No. 6E Traffic Signal Pull Box	3	LF	483.00	1,449.00
44.	Remove and Replace No. 6E Communication or Traffic Signal Pull Box	5	Ea	2,596.00	12,980.00
45.	No. 5 Traffic Signal Pull Box	24	Ea	392.00	9,408.00
46.	Fiber Optic Splice Vault	22	Ea	3,253.00	71,566.00
47.	144 or 96 SMFO Loose Tube Cable	6,200	LF	4.00	24,800.00
48.	48 SMFO Loose Tube Cable	9,525	LF	2.00	19,050.00
49.	24 or 12 SMFO Loose Tube Cable	1,345	LF	1.60	2,152.00
50.	Cloth Innerduct	400	LF	1.80	720.00
51.	Service Conductors, 2-3/0 or 2-2/0	1,305	LF	12.10	15,790.50
52.	Service Conductors, 2-#4 or 2-#6	205	LF	4.35	891.75
53.	Detector Lead-in Cable	13,550	LF	0.85	11,517.50

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
54.	Jumper Cable	126	Ea	22.00	2772.00
55.	Fiber Optic Fusion Splices	953	Ea	36.00	34,308.00
56.	Fiber Optic Splice Closure	21	Ea	958.00	20,118.00
57.	Fiber Optic Cable Termination (Pigtails)	832	Ea	18.00	14,976.00
58.	Fiber Distribution Unit	4	Ea	1,916.00	7664.00
59.	Fiber Optic Patch Panel	23	Ea	479.00	11,017.00
60.	Circuit Breakers	4	Ea	69.00	276.00
61.	Closed Circuit Television Cameras	4	Ea	35,737.00	142,948.00
62.	Closed Circuit Television Video Encoders	12	Ea	2,455.00	29,460.00
63.	Ethernet Hub Switch	3	Ea	6,586.00	19,758.00
64.	Ethernet TMC Switch	1	Ea	7,544.00	7,544.00
65.	Ethernet Switch	22	Ea	2,036.00	44,792.00
66.	Ethernet Serial Converter	23	Ea	515.00	11,845.00
67.	Changeable Message Sign Structure and Foundation	3	Ea	14,569.00	43,707.00
68.	Recondition Existing Structure to Accept New Changeable Message Sign	1	Ea	9,445.00	9,445.00
69.	Permanent Changeable Message Sign, Installed	4	Ea	86,869.00	347,476.00
70.	Emergency Vehicle Preemption Sensor and Control	5	Ea	352.00	1,760.00
71.	Magnetometer Vehicle Detector	50	Ea	1,042.00	52,100.00
72.	Loop Detector	47	Ea	377.00	17,719.00
73.	System Testing	1	LS		19,871.00
Traffic					
74.	Pavement Markers, Markings and Traffic Striping	1	LS		25,823.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
75.	Permanent Roadway Signing	1	LS		12,980.00
76.	Temporary Traffic Control Devices	1	LS		12,168.00

TOTAL AMOUNT BID 2,556,617.75

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? No Which racial minority? _____
 Is the Bidder a Women-Owned Business? NO

Where did your company first hear about this City of Long Beach Public Works project?

Dodge Green Sheet

(Continued on Next Page)

EXHIBIT B

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Flatiron Electric Group, Inc

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor



Title: Vice President


Date: Dec - 7, 2010

EXHIBIT C


INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

- A. Policy Number: 
- B. Name of Insurer (NOT Broker): Zurich American Ins. Co.
- C. Address of Insurer: 5445 JTC Parkway, Suite 1200, Greenwood Village
CO 80111
- D. Telephone Number of Insurer: 800/987-3373 direct: 303/224-4026

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): _____
- B. Automobile Liability Insurance Policy Number: 
- C. Name of Insurer (NOT Broker): Zurich America Ins Co
- D. Address of Insurer: same as above
- E. Telephone Number of Insurer: 800/987-3373

3) Address of Property used to house workers on this Contract, if any: _____

NA

4) Estimated total number of workers to be employed on this Contract: 10

5) Estimated total wages to be paid those workers: \$250,000.00

6) Dates (or schedule) when those wages will be paid: Weekly

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: _____

4


8) Taxpayer's Identification Number: 

EXHIBIT D

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name Jorge Carlos Jr JPM Type of Work Directional Boring
Address 5757 Ventana Dr
City Fontana Dollar Value of Subcontract \$ 40,000.00
Phone No. 409-561-0347
License No. 717647

Name Orange County Striping Type of Work Signing & Striping
Address 183 N. Pixley St
City Orange Dollar Value of Subcontract \$ 30,000.00
Phone No. 714-639-4550
License No. 346095

Name Crosstown Electrical & Data Type of Work Fiber Splicing & Testing
Address 5463 Diaz St
City Irwindale Dollar Value of Subcontract \$ 217,000.00
Phone No. 426-813-6693
License No. 756309

Name Smithson Electric Type of Work Traffic Loops
Address 1938 E. Katella Ave
City Orange Dollar Value of Subcontract \$ 40,000.00
Phone No. 714-997-9556
License No. 614518

Name Excel Type of Work Road Work
Address 2230 Lemon
City Long Beach Dollar Value of Subcontract \$ 188,000.00
Phone No. 562-599 5841
License No. 688659

Executed in Two (2) Counterparts

Premium Amount: \$21,621.00

BOND FOR FAITHFUL PERFORMANCE

Travelers Bond No.: 105517694; Federal Bond No.: 8219-72-97; F&D/Zurich Bond No.: 08981775;
Bond No. Liberty Bond No.: 015031262 and Continental Bond No.: 929504998

Travelers Casualty and Surety Construction Services, One Tower Square, 3PB
Company of America, located at Hartford, CT 06183, a corporation,
incorporated under the laws of the State of Connecticut (Surety #1) Bond Amount No. 1: \$ 792,551.58

Federal Insurance Company, located at 15 Mountain View Road, Warren, NJ 07061, a corporation,
incorporated under the laws of the State of Indiana (Surety #2)* Bond Amount No. 2: \$ 524,106.70

Fidelity and Deposit Company
of Maryland, located at 1400 American Lane, Schaumburg, IL 60196, a corporation,
incorporated under the laws of the State of Maryland (Surety #3)* Bond Amount No. 3: \$ 262,053.34

Zurich American Insurance Company, located at 1400 American Lane, Schaumburg, IL 60196, a corporation,
incorporated under the laws of the State of New York (Surety #4)* Bond Amount No. 4: \$ 262,053.34

Liberty Mutual Insurance Company, located at 175 Berkeley Street, Boston, MA 02116, a corporation,
incorporated under the laws of the State of Massachusetts (Surety #5)* Bond Amount No. 5: \$ 434,625.06

The Continental Insurance Company, located at 333 S. Wabash Avenue, Chicago, IL 60604, a corporation,
incorporated under the laws of the State of Pennsylvania (Surety #6)* Bond Amount No. 6: \$ 281,227.98

Total Penal Sum of Bond: \$ 2,556,618.00

* If using multiple sureties

KNOW ALL MEN BY THESE PRESENTS: That we, Flatiron Electric Group, Inc., a Delaware Corporation, as PRINCIPAL, and the above identified sureties, each a corporation duly organized under the laws of the State indicated above, having its principal place of business at the address listed above, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY(IES), are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Two Million Five Hundred Fifty-Six Thousand Six * DOLLARS (\$2,556,618.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents; provided that, where the Sureties are acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. * Hundred Eighteen and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Shoreline Drive Advance Traffic Control System and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety(ies), or any of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety(ies) of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety(ies), unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety(ies), but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above-named Principal and Surety(ies) have executed, or caused to be executed, this instrument with all of the formalities required by law on this 19th day of January, 2011.

[SIGNATURES ON FOLLOWING PAGE(S)]

Flatiron Electric Group, Inc.
Contractor
By: _____
Name: **Richard Tesoriero**
Title: **Vice President**
By: _____
Name: _____
Title: _____

Travelers Casualty and Surety Company of America
SURETY, admitted in California
By: _____
Name: **Maria L. Spadaccini**
Title: **Attorney-In-Fact**
Telephone: **(201) 644-2516**

Federal Insurance Company
SURETY, admitted in California
By: _____
Name: **Maria L. Spadaccini**
Title: **Attorney-In-Fact**
Telephone: **(201) 644-2516**

Fidelity and Deposit Company of Maryland
SURETY, admitted in California
By: _____
Name: **Maria L. Spadaccini**
Title: **Attorney-In-Fact**
Telephone: **(201) 644-2516**

Zurich American Insurance Company
SURETY, admitted in California
By: _____
Name: **Maria L. Spadaccini**
Title: **Attorney-In-Fact**
Telephone: **(201) 644-2516**

Liberty Mutual Insurance Company
SURETY, admitted in California
By: _____
Name: **Maria L. Spadaccini**
Title: **Attorney-In-Fact**
Telephone: **(201) 644-2516**

The Continental Insurance Company
SURETY, admitted in California
By: _____
Name: **Maria L. Spadaccini**
Title: **Attorney-In-Fact**
Telephone: **(201) 644-2516**

Approved as to form this 19th day
of April, 2011.
ROBERT E. SHANNON, City Attorney
By: _____
Deputy City Attorney

Approved as to sufficiency this 1 day
of April, 2011.
By: _____
City Manager/City Engineer

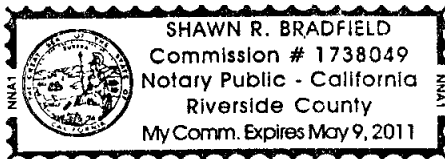
- NOTES: 1. Execution of the bond must be acknowledged by PRINCIPAL and each SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 28, 2011 before me, Shawn R. Bradfield, Notary Public
Date Here Insert Name and Title of the Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard Tesoriero
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 Shawn R. Bradfield
Signature of Notary Public

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: Bond for Faithful Performance

Document Date: January 19, 2011 Number of Pages: _____

Signer(s) Other Than Named Above: Maria L. Spadaccini, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Tesoriero

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

Signer Is Representing: Flatiron Electric Group, Inc.

Signer's Name: _____

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

Signer Is Representing: _____

CORPORATE ACKNOWLEDGMENT


Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did depose
and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is the
ATTORNEY IN FACT of TRAVELERS CASUALTY AND SURETY COMPANY OF
AMERICA the corporation described in and which executed the above instrument that
she/he knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2009

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 61,662,774	UNEARNED PREMIUMS	\$ 834,517,654
BONDS	3,073,368,848	LOSSES	838,279,087
INVESTMENT INCOME DUE AND ACCRUED	81,425,449	LOSS ADJUSTMENT EXPENSES	361,854,338
PREMIUM BALANCES	183,831,010	COMMISSIONS	54,630,508
NET DEFERRED TAX ASSET	72,265,753	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,080	OTHER EXPENSES	31,736,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,291	FUNDS HELD UNDER REINSURANCE TREATIES	101,733,709
OTHER ASSETS	6,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	6,851,413
		REMITTANCES AND ITEMS NOT ALLOCATED	42,268,968
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,770,209
		RETROACTIVE REINSURANCE RESERVE	3,174,788
		POLICYHOLDER DIVIDENDS	2,875,171
		PROVISION FOR REINSURANCE	7,950,503
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,812,102)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	63,752,261
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,372,861
		TOTAL LIABILITIES	\$ 2,484,852,639
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	230,803,760
		OTHER SURPLUS	1,399,265,001
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,636,748,761
TOTAL ASSETS	\$ 4,331,785,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,785,701

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2009.



Michael J. Doody
 SECOND VICE PRESIDENT

 NOTARY PUBLIC - MY COMMISSION EXPIRES 11/30/2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF APRIL, 2010



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. 222859

Certificate No. 004023814

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

Sandra K. Wolf, Alice McLaughlin, Mary R. McKee, Sherryanne M. DePirro, and Maria L. Spadaccini

of the City of Woodeliff Lake, State of New Jersey, 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 28th day of September, 2010.

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 28th day of September, 2010, 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, 2011.



[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, Kori M. Johanson, 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 19th day of January, 2011.


Kori M. Johanson, 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.

CORPORATE ACKNOWLEDGMENT

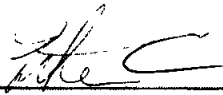
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of FEDERAL INSURANCE COMPANY the corporation
described in and which executed the above instrument that she/he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation, and that she/he signed
her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2009

(in thousands of dollars)

ASSETS	LIABILITIES AND SURPLUS TO POLICYHOLDERS
Cash and Short Term Investments..... \$ 257,630	Outstanding Losses and Loss Expenses \$ 11,900,150
United States Government, State and Municipal Bonds..... 11,077,454	Unearned Premiums..... 3,345,760
Other Bonds..... 4,042,056	Reinsurance Premiums Payable 322,875
Stocks..... 778,949	Provision for Reinsurance 79,993
Other Invested Assets..... 1,758,696	Other Liabilities..... 717,789
TOTAL INVESTMENTS..... 17,914,785	TOTAL LIABILITIES 16,366,567
Investments in Affiliates:	Special Surplus Funds..... 176,031
Chubb Investment Holdings, Inc..... 2,881,003	Capital Stock 20,980
Pacific Indemnity Company..... 2,200,172	Paid-In Surplus..... 3,106,809
Chubb Insurance Investment Holdings Ltd. ... 1,539,334	Unassigned Funds..... 11,017,701
Executive Risk Indemnity Inc..... 1,078,688	
CC Canada Holdings Ltd..... 607,555	SURPLUS TO POLICYHOLDERS..... 14,321,521
Great Northern Insurance Company 453,227	
Chubb European Investment Holdings SLP . 271,092	
Chubb Insurance Company of Australia ... 255,177	
Vigilant Insurance Company..... 176,625	
Other Affiliates 349,088	
Premiums Receivable 1,458,416	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... \$ 30,688,088
Other Assets 1,502,926	
TOTAL ADMITTED ASSETS \$ 30,688,088	

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$448,814,488 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary

_____ of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2009 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2009.

Subscribed and sworn to before me
this



Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013



Assistant Secretary



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**


**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sherryanne M. DePirro, Mary R. McKee, Alice McLaughlin, Maria L. Spadacini and Sandra K. Wolf of Woodcliff Lake, New Jersey

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **September, 2010**.


Kenneth C. Wendel, Assistant Secretary


Richard A. Ciullo, Vice President

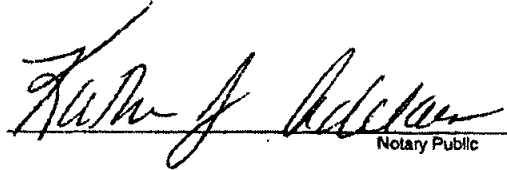
STATE OF NEW JERSEY
County of Somerset ss.

On this **22nd** day of **September, 2010** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 19th Day of January, 2011.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of FIDELITY AND DEPOSIT COMPANY OF
MARYLAND the corporation described in and which executed the above instrument
that she/he knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

FIDELITY AND DEPOSIT COMPANY
 OF MARYLAND
 3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

Statement of Financial Condition
 As Of December 31, 2009

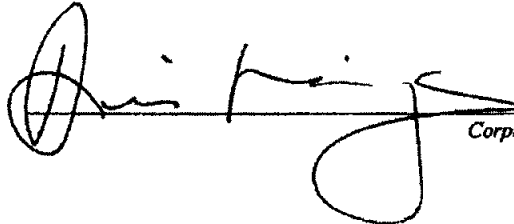
ASSETS	
Bonds	\$ 156,584,995
Stocks	22,537,672
Cash and Short Term Investments	9,719,598
Reinsurance Recoverable	9,347,241
Other Accounts Receivable	51,052,264
TOTAL ADMITTED ASSETS	\$ 249,241,769

LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses	\$ 76,835
Ceded Reinsurance Premiums Payable	58,237,612
Securities Lending Collateral Liability	5,511,875
TOTAL LIABILITIES	\$ 63,826,322
Capital Stock, Paid Up	\$ 5,000,000
Surplus	180,415,448
Surplus as regards Policyholders	185,415,447
TOTAL	\$ 249,241,769

Securities carried at \$38,385,957 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2009 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$247,657,513 and surplus as regards policyholders \$186,999,703.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2009.



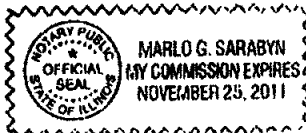
 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.



 Notary Public



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Maria L. SPADACCINI and Sherryanne M. DEPIRRO, all of Woodcliff Lake, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, dated April 22, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of December, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Gerald F. Haley Assistant Secretary

Frank E. Martin Jr.

By: Frank E. Martin Jr. Vice President

State of Maryland }
City of Baltimore } ss:

On this 16th day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

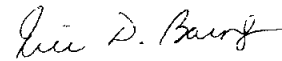
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 19th day of January, 2011.



Assistant Secretary

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of ZURICH AMERICAN INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)

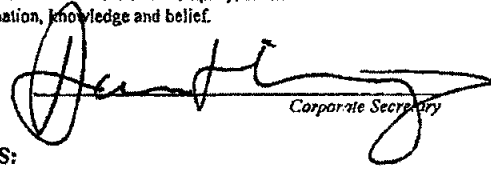


Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2009 and December 31, 2008

	12/31/2009	12/31/2008
Assets		
Bonds	\$ 18,856,255,156	\$ 18,080,264,654
Preferred Stock	983,952	70,077,341
Common Stock	2,414,799,006	2,523,871,473
Real Estate	-	25,457,836
Other Invested Assets	1,955,583,185	1,699,943,998
Short-term Investments	442,083,498	117,588,071
Receivable for securities	924,864	8,050,472
Cash and cash equivalents	81,175,295	66,140,854
Employee Trust for Deferred Compensation Plan	115,265,399	92,484,754
Total Cash and Invested Assets	\$ 23,867,070,354	\$ 22,683,879,453
Premiums Receivable	\$ 3,789,891,423	\$ 4,504,508,588
Funds Held with Reinsurers	17,543,464	18,761,471
Reinsurance Recoverable	334,417,233	859,700,252
Accrued Investment Income	153,168,265	149,763,601
Federal Income Tax Recoverable	938,076,547	583,896,990
Due from Affiliates	270,234,627	178,313,325
Other Assets	565,343,140	655,646,493
Total Assets	\$ 29,935,745,054	\$ 29,634,470,173
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	\$ 14,457,673,205	\$ 14,645,410,951
Unearned Premium Reserve	4,286,806,531	4,602,631,426
Funds Held with Reinsurers	249,802,186	248,918,770
Loss in Course of Payment	416,324,234	450,126,217
Commission Reserve	154,104,769	155,353,168
Federal Income Tax Payable	24,130,322	16,936,764
Remittances and Items Unallocated	152,534,594	135,262,884
Payable to parent, subs and affiliates	304,648,750	199,894,895
Provision for Reinsurance	74,859,513	95,167,954
Ceded Reinsurance Premiums Payable	62,782,469	605,799,518
Securities Lending Collateral Liability	328,068,754	102,593,522
Other Liabilities	2,006,859,109	2,126,543,703
Total Liabilities	\$ 22,518,594,436	\$ 23,394,639,772
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-in and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	1,883,000,000	1,883,000,000
Special Surplus Retroactive Reinsurance	101,720,000	73,761,000
Change in Net Deferred Tax Asset	348,814,703	-
Cumulative Unrealized Gain	(74,742,079)	(316,593,413)
Dividends Undeclared	-	222,129
Loss Portfolio Transfer Account	-	-
Unassigned Surplus	759,226,673	200,309,364
Total Policyholders' Surplus	\$ 7,417,150,618	\$ 6,239,830,401
Total Liabilities and Policyholders' Surplus	\$ 29,935,745,054	\$ 29,634,470,173

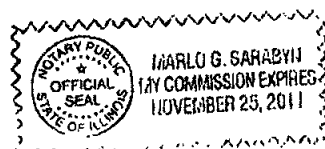
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2009, according to the best of my information, knowledge and belief.

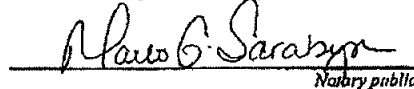

 Corporate Secretary

State of Illinois
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.




 Notary Public

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint **Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Maria L. SPADACCINI and Sherryanne M. DEPIRRO**, all of Woodcliff Lake, New Jersey, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power. : **any and all bonds and undertakings, recognizances or other written obligations in the nature thereof**, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney(s) In-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this **16th day of December, A.D. 2010**. This power of attorney revokes that issued on behalf of Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Sherryanne M. DEPIRRO, dated April 22, 2008.



ZURICH AMERICAN INSURANCE COMPANY

Gerald F. Haley

Frank E. Martin Jr.

STATE OF MARYLAND }
CITY OF BALTIMORE }

SS:

Gerald F. Haley

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 16th day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



Maria D. Wambach

Notary Public

My Commission Expires: July 8, 2011

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

the 19th day of January, 2011.

Eric D. Barnes

Eric D. Barnes

Secretary



CORPORATE ACKNOWLEDGMENT


Form 152

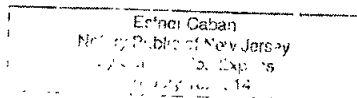
STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of LIBERTY MUTUAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)





ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	11,425,786,886		11,425,786,886	11,057,969,501
2. Stocks (Schedule D):				
2.1 Preferred stocks	782,978,318		782,978,318	757,318,706
2.2 Common stocks	9,136,632,552		9,136,632,552	7,570,471,320
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,989,166
4.2 Properties held for the production of income (less \$ 0 encumbrances)	978,262		978,262	1,039,962
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 399,502,555, Schedule E - Part 1), cash equivalents (\$ 82,179,054, Schedule E - Part 2), and short-term investments (\$ 352,850,853, Schedule DA)	824,332,462		824,332,462	1,349,306,516
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,331,343,213
8. Receivables for securities	12,271,548		12,271,548	2,849,058
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	28,809,230,852	206,157	28,809,024,695	26,844,069,712
11. Title plans less \$ 0 charged off (for Title Insurers only)				
12. Investment income due and accrued	133,129,777		133,129,777	140,188,757
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,284,743	14,732,220	978,552,523	1,071,999,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,850,073		1,519,850,073	1,594,927,150
13.3 Accrued retrospective premiums	366,446,346	26,644,535	329,801,811	383,694,097
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	590,300,803
14.2 Funds held by or deposited with reinsured companies	13,527,030		13,527,020	17,294,633
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,066		313,172,066	
16.2 Net deferred tax asset	1,183,251,080	164,925,480	1,023,325,600	846,790,256
17. Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,559,328
18. Electronic data processing equipment and software	319,102,379	237,221,614	81,880,765	50,291,004
19. Furniture and equipment, including health care delivery assets (\$ 0)	128,014,225	126,014,225		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	348,223,617	610	348,223,007	312,158,696
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	716,856,703	39,948,958	676,907,745	715,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,980	639,706,425	34,830,436,555	32,549,768,186
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,980	639,706,425	34,830,436,555	32,549,768,186

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	383,284,296		383,284,296	348,631,623
2302. Amounts receivable under high deductible policies	172,919,200	115,064	172,804,136	165,149,487
2303. Other assets	132,718,497	39,834,902	92,883,595	165,897,198
2398. Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610	36,042,083
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	716,856,703	39,948,958	676,907,747	715,420,301


LIABILITIES, SURPLUS AND OTHER FUNDS

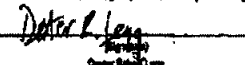
	1	2
	Current Year	Prior Year
1. Losses (Part 2A, Line 2A, Column 6)	12,993,897,895	12,904,675,958
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)	78,573,442	82,048,425
3. Loss adjustment expenses (Part 2A, Line 2A, Column 6)	2,545,216,895	2,498,475,495
4. Commissions payable, contingent considerations and other similar charges	119,822,288	85,083,283
5. Other expenses (excluding losses, losses and fees)	254,322,794	380,823,585
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	188,238,453	288,823,744
7. Current federal and foreign income taxes (including § 179 on realized capital gains (losses))		30,126,136
7.2 Net deferred tax liability		
8. Recovered money § 1 and interest thereon § 2		805,212
9. Unearned premiums (Part 1A, Line 26, Column 6) (after deducting unearned premiums for ceded reinsurance of \$ 3,195,447,190 and including vacancy reserves of \$)	3,288,042,908	3,530,919,472
10. Advance premium	43,887,917	80,212,864
11. Dividends declared and unpaid:		
11.1 Stockholders		
11.2 Policyholders	1,800,778	1,130,858
12. Ceded reinsurance premiums payable (net of ceding considerations)	717,189,349	885,466,245
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 10)	1,245,858,188	1,807,274,084
14. Amounts withheld or retained by company for account of others	655,897,187	425,705,189
15. Reserves and items not allocated		
16. Provisions for reinsurance (Schedule F, Part 7)	89,878,186	73,987,891
17. Net adjustments in assets and liabilities due to foreign exchange rates		
18. Drafts outstanding	294,010,958	292,995,747
19. Payable to parent, subsidiaries and affiliates	35,080,390	72,875,812
20. Payable for securities	30,521,816	16,487,872
21. Liability for amounts held under unassigned plans		
22. Capital notes § 1 and interest thereon § 2		
23. Aggregate write-ins for liabilities	222,891,285	478,883,820
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	22,338,883,820	22,215,058,758
25. Protected cell liabilities		
26. Total liabilities (Lines 24 and 25)	22,338,883,820	22,215,058,758
27. Aggregate write-ins for special surplus funds	1,208,088,480	957,821,671
28. Common capital stock	10,000,000	10,000,000
29. Preferred capital stock		
30. Aggregate write-ins for other than special surplus funds	1,250,000	1,250,000
31. Surplus notes	795,347,284	892,074,980
32. Gross paid in and restricted surplus	6,436,272,283	6,535,272,283
33. Unassigned funds (surplus)	4,048,814,478	2,788,213,474
34. Less treasury stock, at cost:		
34.1 shares common (value included in Line 28 § 1)		
34.2 shares preferred (value included in Line 28 § 2)		
35. Surplus as regards policyholders (Lines 27 to 34, less 34) (Page 4, Line 39)	12,491,552,918	10,334,732,418
36. Totals (Page 2, Line 26, Col. 3)	34,830,436,588	32,649,798,186

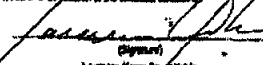
DETAILS OF WRITE-IN LINES		
2301. Amounts held under unassigned plans	851,434,174	581,887,180
2302. Other liabilities	410,475,880	496,997,678
2303. Collateral held for securities loaned	278,231,190	119,828,705
2308. Summary of remaining write-ins for Line 23 from overflow page	(1,546,032,349)	(1,698,237,803)
2309. Totals (Lines 2301 through 2305 plus 2308) (Line 23 above)	222,891,285	478,883,820
2701. Special surplus from reinsurance	993,721,894	977,821,671
2708. S&A P&R recoveries of claims	341,345,828	
2709. Summary of remaining write-ins for Line 27 from overflow page		
2709. Totals (Lines 2701 through 2705 plus 2708) (Line 27 above)	1,208,088,480	957,821,671
3001. Commonly funds	1,250,000	1,250,000
3002.		
3003.		
3008. Summary of remaining write-ins for Line 30 from overflow page		
3009. Totals (Lines 3001 through 3005 plus 3008) (Line 30 above)	1,250,000	1,250,000

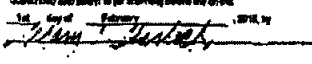
State of Massachusetts
 County of Suffolk

The officers of the reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the foregoing period stated above, all of the books described therein show the accurate property of the said reporting entity, true and clear from any kind of fraud, concealment, or other device, except as herein stated, and that the statement, together with related exhibits, schedules and supplementary financial statements, attached or referred to, is a full and true statement of the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of the income and disbursements thereon for the period stated, and have been compiled in accordance with the 2000 Annual Statement Instructions and Accounting Practices and Procedures (referred to as the "Manual") in the manner that (1) state law may direct, or (2) that state rules or regulations require otherwise in reporting not related to accounting practices and procedures, and that the said reporting entity, in the preparation of this statement, has used the best of their knowledge, skill and belief, respectively. Furthermore, the scope of this statement by the described officers also includes the related accompanying electronic filing with the MFC, when required, and the company's consent for transmitting information due to disclosure filing of the enclosed statement. This electronic filing may be required by various regulators in this or in other states without additional consent.


 Edward J. Kelly
 Chairman of the Board, President & CEO
 (Title)


 Daniel J. Linn
 Vice President & Secretary
 (Title)


 Lawrence Henry Boyd, Jr.
 Senior Vice President & Treasurer
 (Title)

Subscribed and sworn to (or approved) before me on this
 1st day of February, 2009, by




a. Is this an original filing? [X] Yes [] No
 b. If not, 1. Check the attachment number
 2. Date filed

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint SANDRA K. WOLF, ALICE MCLAUGHLIN, MARY R. MCKEE, SHERRYANNE M. DEPIRRO, MARIA L. SPADACCINI, ALL OF THE CITY OF WOODCLIFF LAKE, STATE OF NEW JERSEY.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100..... DOLLARS (\$ 500,000,000.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of September, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

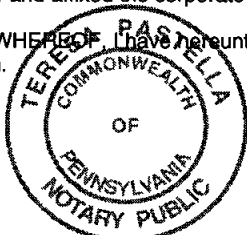
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of January, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of THE CONTINENTAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

CNA

THE CONTINENTAL INSURANCE COMPANY
STATEMENT OF NET ADMITTED ASSETS AND LIABILITIES
December 31, 2009

ASSETS:

Cash	\$	2,171,540
Cash equivalents		780,361,330
Short-term investments (principally U.S. government obligations)		476,403,554
United States government obligations		20,618,137
Other public bonds		563,806,324
Industrial and miscellaneous bonds		1,134,444,387
Preferred stocks		0
Common stocks of affiliated companies		235,325,677
Other common stocks		549,621
Real estate		0
Premiums and agents' balances in course of collection		115,928,476
Premiums, agents balances and installments booked but deferred and not yet due		55,245,085
Accrued retrospective premiums		0
Investment income due and accrued		14,427,558
Other assets		406,127,195
Admitted assets	\$	3,805,408,884

LIABILITIES:

Unearned premium reserve	\$	0
Reserve for loss and loss adjustment expense		15,971,162
Reserve for taxes, licenses and fees (including federal income taxes)		44,376,938
Other liabilities		2,203,451,802
Total liabilities		2,263,799,902

SURPLUS:

Capital paid up (\$5.00 par value)				
Shares authorized: 50,000,000	issued: 10,713,272			53,566,360
Gross paid in and contributed surplus				1,423,436,994
Surplus				64,605,628
Surplus as regards policyholders				1,541,608,982
Total				\$ 3,805,408,884

State of Illinois)
) ss
County of Cook)

On this 2nd day of April, 2010, before me came Amy Adams, known to me personally to be the Vice President of Continental Insurance Company being fully sworn, certify and attest that the foregoing statement is a true and correct statement of the assets and liabilities of the said company as of the date shown in the statement.


Amy Adams, Vice President


Notary Public

OFFICIAL SEAL
WINNIE LIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/28/13

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Alice Mc Laughlin, Sandra K Wolf, Mary R Mc Kee, Maria L Spadaccini, Sherryanne M De Pirro, Individually

of Woodcliff Lake, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of December, 2010.



The Continental Insurance Company

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 3rd day of December, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that she knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 19th day of January, 2011.



The Continental Insurance Company

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the company.

“Article VI-Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Executive Committee of the Board of Directors of The Continental Insurance Company by unanimous written consent dated the 13th day of January, 1989:

RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.”

Executed in Two (2) Counterparts

Premium Amount Included in the Performance Bond

LABOR AND MATERIAL BOND

Travelers Bond No.: 105517694; Federal Bond No.: 8219-72-97; F&D/Zurich Bond No.: 08981775;
Bond No. Liberty Bond No.: ~~015031262~~ and Continental Bond No.: 929504998

Travelers Casualty and Surety Construction Services, One Tower Square, 3PB
Company of America, located at Hartford, CT 06183, a corporation,
incorporated under the laws of the State of (Surety #1) Bond Amount No. 1: \$ 792,551.58

Federal Insurance Company, located at 15 Mountain View Road, Warren, NJ 07061, a corporation,
incorporated under the laws of the State of Indiana (Surety #2)* Bond Amount No. 2:* \$ 524,106.70

Fidelity and Deposit Company
of Maryland, located at 1400 American Lane, Schaumburg, IL 60196, a corporation,
incorporated under the laws of the State of Maryland (Surety #3)* Bond Amount No. 3:* \$ 262,053.34

Zurich American Insurance Company, located at 1400 American Lane, Schaumburg, IL 60196, a corporation,
incorporated under the laws of the State of New York (Surety #4)* Bond Amount No. 4:* \$ 262,053.34

Liberty Mutual Insurance Company, located at 175 Berkeley Street, Boston, MA 02116, a corporation,
incorporated under the laws of the State of Massachusetts (Surety #5)* Bond Amount No. 5:* \$ 434,625.06

The Continental Insurance Company, located at 333 S. Wabash Avenue, Chicago, IL 60604, a corporation
incorporated under the laws of the State of Pennsylvania (Surety #6)* Bond Amount No. 6:* \$ 281,227.98

Total Penal Sum of Bond:* \$ 2,556,618.00

* If using multiple sureties

Flatiron Electric Group, Inc., a Delaware Corporation

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, and the above identified sureties, each a corporation duly organized under the laws of the State indicated above, having its principal place of business at the address listed above, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY(IES), are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of Two Million Five Hundred Fifty-Six * DOLLARS (\$ 2,556,618.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents; provided that, where the Sureties are acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. *Thousand Six Hundred Eighteen and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the *Shoreline Drive is required by law and by said City to give this bond in connection with the execution of said contract;
*Advance Traffic Control System

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, 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, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety(ies), or any of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety(ies) of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety(ies), unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety(ies), but in no event in an amount more than the amount of such premature payment.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 19th day of January, 2011.

[SIGNATURES ON FOLLOWING PAGE(S)]

Flatiron Electric Group, Inc.
Contractor
By: _____
Name: Richard Tesoriero
Title: Vice President
By: _____
Name: _____
Title: _____

Travelers Casualty and Surety Company of America
SURETY, admitted in California
By: Maria L. Spadaccini
Name: Maria L. Spadaccini
Title: Attorney-In-Fact
Telephone: (201) 644-2516

Federal Insurance Company
SURETY, admitted in California
By: Maria L. Spadaccini
Name: Maria L. Spadaccini
Title: Attorney-In-Fact
Telephone: (201) 644-2516

Fidelity and Deposit Company of Maryland
SURETY, admitted in California
By: Maria L. Spadaccini
Name: Maria L. Spadaccini
Title: Attorney-In-Fact
Telephone: (201) 644-2516

Zurich American Insurance Company
SURETY, admitted in California
By: Maria L. Spadaccini
Name: Maria L. Spadaccini
Title: Attorney-In-Fact
Telephone: (201) 644-2516

Liberty Mutual Insurance Company
SURETY, admitted in California
By: Maria L. Spadaccini
Name: Maria L. Spadaccini
Title: Attorney-In-Fact
Telephone: (201) 644-2516

The Continental Insurance Company
SURETY, admitted in California
By: Maria L. Spadaccini
Name: Maria L. Spadaccini
Title: Attorney-In-Fact
Telephone: (201) 644-2516

Approved as to form this 19th day
of April, 2011.
ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 1 day
of April, 2011.
By: [Signature]
City Manager/City Engineer

- NOTES: 1. Execution of the bond must be acknowledged by PRINCIPAL and each SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 28, 2011 before me, Shawn R. Bradfield, Notary Public
Date Here Insert Name and Title of the Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard Tesoriero
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 Shawn R. Bradfield
Signature of Notary Public

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: Labor and Material Bond

Document Date: January 19, 2011 Number of Pages: _____

Signer(s) Other Than Named Above: Maria L. Spadaccini, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Tesoriero
 Individual
 Corporate Officer – Title(s): Vice President
 Partner – Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

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

Signer Is Representing: Flatiron Electric Group, Inc.

Signer Is Representing: _____

CORPORATE ACKNOWLEDGMENT

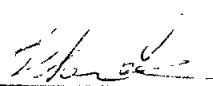
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did depose
and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is the
ATTORNEY IN FACT of TRAVELERS CASUALTY AND SURETY COMPANY OF
AMERICA the corporation described in and which executed the above instrument that
she/he knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2009

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 91,852,774	UNEARNED PREMIUMS	\$ 836,517,654
BONDS	3,073,396,646	LOSSES	898,279,087
INVESTMENT INCOME DUE AND ACCRUED	51,425,446	LOSS ADJUSTMENT EXPENSES	391,854,338
PREMIUM BALANCES	183,831,010	COMMISSIONS	34,630,568
NET DEFERRED TAX ASSET	72,286,793	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,080	OTHER EXPENSES	31,736,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,261	FUNDS HELD UNDER REINSURANCE TREATIES	101,203,700
OTHER ASSETS	6,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	6,951,413
		REMITTANCES AND ITEMS NOT ALLOCATED	49,208,958
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,770,209
		RETROACTIVE REINSURANCE RESERVE	3,174,768
		POLICYHOLDER DIVIDENDS	2,825,771
		PROVISION FOR REINSURANCE	7,960,503
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,812,192)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	60,754,261
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,322,861
		TOTAL LIABILITIES	\$ 2,484,857,659
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	430,804,760
		OTHER SURPLUS	1,396,864,907
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,826,449,667
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS
 CITY OF HARTFORD)

MICHAEL J. GOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
 AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE
 FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2009.



Michael J. Goody
 SECOND VICE PRESIDENT

 NOTARY PUBLIC - MY COMMISSION EXPIRES 11/30/2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 19th DAY OF APRIL, 2010



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. 222859

Certificate No. 004023813

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

Sandra K. Wolf, Alice McLaughlin, Mary R. McKee, Sherryanne M. DePirro, and Maria L. Spadaccini

of the City of Woodcliff Lake, State of New Jersey, 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 28th day of September, 2010.

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 28th day of September, 2010, 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, 2011.



[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, Kori M. Johanson, 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 19th day of January, 20 11.


Kori M. Johanson, 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.

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of FEDERAL INSURANCE COMPANY the corporation
described in and which executed the above instrument that she/he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation, and that she/he signed
her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 16, 2014

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2009

(in thousands of dollars)

<i>ASSETS</i>	<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>
Cash and Short Term Investments..... \$ 257,630	Outstanding Losses and Loss Expenses \$ 11,900,150
United States Government, State and Municipal Bonds..... 11,077,454	Unearned Premiums..... 3,345,760
Other Bonds..... 4,042,056	Reinsurance Premiums Payable 322,875
Stocks..... 778,949	Provision for Reinsurance 79,993
Other Invested Assets..... 1,758,696	Other Liabilities..... 717,789
TOTAL INVESTMENTS..... 17,914,785	TOTAL LIABILITIES 16,366,567
Investments in Affiliates:	Special Surplus Funds..... 176,031
Chubb Investment Holdings, Inc..... 2,881,003	Capital Stock 20,980
Pacific Indemnity Company 2,200,172	Paid-In Surplus..... 3,106,809
Chubb Insurance Investment Holdings Ltd. ... 1,539,334	Unassigned Funds..... 11,017,701
Executive Risk Indemnity Inc..... 1,078,688	
CC Canada Holdings Ltd..... 607,555	SURPLUS TO POLICYHOLDERS..... 14,321,521
Great Northern Insurance Company 453,227	
Chubb European Investment Holdings SLP . 271,092	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... \$ 30,688,088
Chubb Insurance Company of Australia ... 255,177	
Vigilant Insurance Company..... 176,625	
Other Affiliates 349,088	
Premiums Receivable..... 1,458,416	
Other Assets 1,502,926	
TOTAL ADMITTED ASSETS \$ 30,688,088	

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$448,814,488 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary _____ of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2009 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2009.
Subscribed and sworn to before me
this



Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013



Assistant Secretary



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**


**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sherryanne M. DePirro, Mary R. McKee, Alice McLaughlin, Maria L. Spadaccini and Sandra K. Wolf of Woodcliff Lake, New Jersey

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **September, 2010.**


Kenneth C. Wendel, Assistant Secretary


Richard A. Ciullo, Vice President

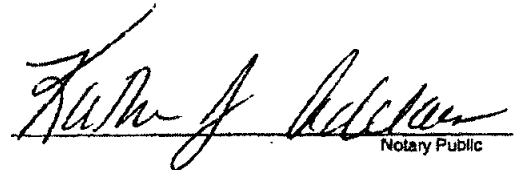
STATE OF NEW JERSEY
County of Somerset

On this **22nd** day of **September, 2010** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 15, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 19th Day of January, 2011.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CORPORATE ACKNOWLEDGMENT

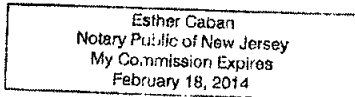
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of FIDELITY AND DEPOSIT COMPANY OF
MARYLAND the corporation described in and which executed the above instrument
that she/he knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

Statement of Financial Condition

As Of December 31, 2009

ASSETS

Bonds	\$ 156,584,995
Stocks	22,537,672
Cash and Short Term Investments	9,719,598
Reinsurance Recoverable	9,347,241
Other Accounts Receivable	51,052,264
TOTAL ADMITTED ASSETS	\$ 249,241,769

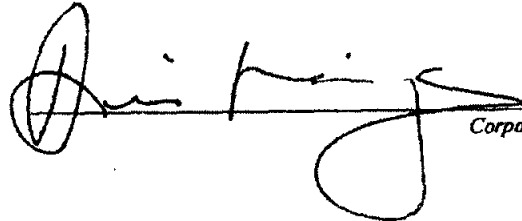
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 76,835
Ceded Reinsurance Premiums Payable	58,237,612
Securities Lending Collateral Liability	5,511,875
TOTAL LIABILITIES	\$ 63,826,322
Capital Stock, Paid Up	\$ 5,000,000
Surplus	180,415,448
Surplus as regards Policyholders	185,415,447
TOTAL	\$ 249,241,769

Securities carried at \$38,385,957 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2009 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$247,657,513 and surplus as regards policyholders \$186,999,703.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2009.



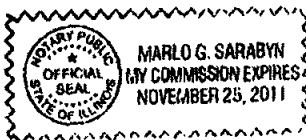
 Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.



 Notary Public



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Maria L. SPADACCINI and Sherryanne M. DEPIRRO, all of Woodcliff Lake, New Jersey,** each its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as party, and as its act and deed, **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, dated April 22, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of December, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Frank E. Martin Jr.

By:

Gerald F. Haley Assistant Secretary *Frank E. Martin Jr.* Vice President

State of Maryland }
City of Baltimore } ss:

On this 16th day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 19th day of January, 2011.



Assistant Secretary

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY , 2011, before me personally came me
 MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of ZURICH AMERICAN INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)

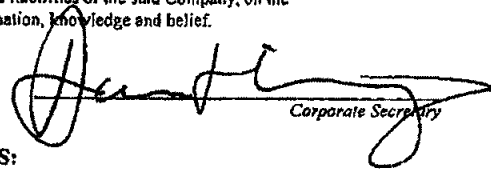


Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2009 and December 31, 2008

<u>Assets</u>	<u>12/31/2009</u>	<u>12/31/2008</u>
Bonds	\$ 18,856,255,156	\$ 18,080,264,654
Preferred Stock	983,952	70,077,341
Common Stock	2,414,799,006	2,523,871,473
Real Estate	-	25,457,836
Other Invested Assets	1,955,583,185	1,699,943,998
Short-term Investments	442,083,498	117,588,071
Receivable for securities	924,864	8,050,472
Cash and cash equivalents	81,175,295	66,140,854
Employee Trust for Deferred Compensation Plan	115,265,399	92,484,754
Total Cash and Invested Assets	<u>\$ 23,867,070,354</u>	<u>\$ 22,683,879,453</u>
Premiums Receivable	\$ 3,789,891,423	\$ 4,504,508,588
Funds Held with Reinsurers	17,543,464	18,761,471
Reinsurance Recoverable	334,417,233	859,700,252
Accrued Investment Income	153,168,265	149,763,601
Federal Income Tax Recoverable	938,076,547	583,896,990
Due from Affiliates	270,234,627	178,313,325
Other Assets	565,343,140	655,646,493
Total Assets	<u>\$ 29,935,745,054</u>	<u>\$ 29,634,470,173</u>
 <u>Liabilities and Policyholders' Surplus</u>		
<u>Liabilities:</u>		
Loss and LAE Reserves	\$ 14,457,673,205	\$ 14,645,410,551
Unearned Premium Reserve	4,286,806,531	4,602,631,426
Funds Held with Reinsurers	249,802,186	248,918,770
Loss In Course of Payment	416,324,234	460,126,217
Commission Reserve	154,104,769	155,353,168
Federal Income Tax Payable	24,130,322	16,936,764
Remittances and Items Unallocated	152,534,594	135,262,884
Payable to parent, subs and affiliates	304,648,750	199,894,895
Provision for Reinsurance	74,859,513	95,167,954
Ceded Reinsurance Premiums Payable	62,782,469	605,799,518
Securities Lending Collateral Liability	328,068,754	102,593,522
Other Liabilities	2,006,859,109	2,126,543,703
Total Liabilities	<u>\$ 22,518,594,436</u>	<u>\$ 23,394,639,772</u>
 <u>Policyholders' Surplus:</u>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	1,883,000,000	1,883,000,000
Special Surplus Retroactive Reinsurance	101,720,000	73,761,000
Change in Net Deferred Tax Asset	348,814,703	-
Cumulative Unrealized Gain	(74,742,079)	(316,593,413)
Dividends Undeclared	-	222,129
Loss Portfolio Transfer Account	-	-
Unassigned Surplus	759,226,673	200,309,364
Total Policyholders' Surplus	<u>\$ 7,417,150,618</u>	<u>\$ 6,239,830,401</u>
Total Liabilities and Policyholders' Surplus	<u>\$ 29,935,745,054</u>	<u>\$ 29,634,470,173</u>

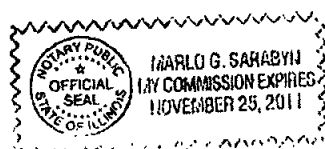
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2009, according to the best of my information, knowledge and belief.

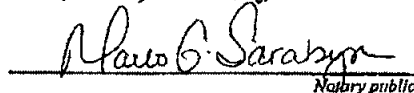

 Corporate Secretary

State of Illinois
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.




 Notary Public

ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint **Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Maria L. SPADACCINI and Sherryanne M. DEPIRRO**, all of **Woodcliff Lake, New Jersey**, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, : **any and all bonds and undertakings, recognizances or other written obligations in the nature thereof**, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney(s)-In-Fact pursuant to these presents are hereby ratified and confirmed . This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this **16th day of December, A.D. 2010**. This power of attorney revokes that issued on behalf of Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Sherryanne M. DEPIRRO, dated April 22, 2008.



ZURICH AMERICAN INSURANCE COMPANY

Gerald F. Haley

Frank E. Martin Jr.

STATE OF MARYLAND }
CITY OF BALTIMORE }

SS:

Gerald F. Haley

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 16th day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



Maria D. Alamb

Notary Public

My Commission Expires: July 8, 2011

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

the 19th day of January, 2011.

Eric D. Barnes

Eric D. Barnes

Secretary



CORPORATE ACKNOWLEDGMENT

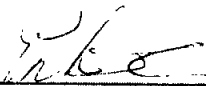
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of LIBERTY MUTUAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Comm. Expires
01/15/11

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	11,425,785,855		11,425,785,855	11,057,659,501
2. Stocks (Schedule D):				
2.1 Preferred stocks	782,978,318		782,978,318	757,319,706
2.2 Common stocks	8,135,532,582		8,135,532,582	7,570,471,320
3. Mortgage loans on real estate (Schedule G):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,989,166
4.2 Properties held for the production of income (less \$ 0 encumbrances)	978,262		978,262	1,039,982
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 389,602,555, Schedule E - Part 1), cash equivalents (\$ 82,175,054, Schedule E - Part 2), and short-term investments (\$ 352,850,853, Schedule DA)	824,332,462		824,332,462	1,249,306,516
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,150,576	206,167	5,770,944,419	5,131,343,213
8. Receivables for securities	12,271,546		12,271,546	2,859,056
9. Aggregate write-ins for invested assets				
10. Schedules, cash and invested assets (Lines 1 to 9)	28,809,230,852	206,167	28,809,024,685	28,844,068,712
11. Title plants less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	133,128,777		133,128,777	140,188,757
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,284,743	14,732,220	978,552,523	1,071,989,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	366,446,346	36,644,535	329,801,811	383,884,097
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	590,300,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,633
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,915
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,066		313,172,066	
16.2 Net deferred tax asset	1,188,251,090	164,825,490	1,023,425,600	846,790,256
17. Guaranty funds receivable or on deposit	43,248,467		43,248,467	32,568,328
18. Electronic data processing equipment and software	319,192,379	257,221,814	61,880,565	50,291,004
19. Furniture and equipment, including health care delivery assets (\$ 0)	199,014,225	126,014,225		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	346,223,617	610	346,223,007	312,158,806
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	716,856,703	39,949,958	675,906,747	715,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	36,470,142,980	639,706,425	34,830,436,555	32,549,788,184
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,980	639,706,425	34,830,436,555	32,549,788,186

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	363,294,396		363,294,396	348,631,623
2302. Amounts receivable under high deductible policies	172,319,200	115,064	172,204,136	165,149,487
2303. Other assets	132,718,497	39,834,802	92,883,695	166,997,198
2398. Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610	35,042,083
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	715,866,703	39,949,866	675,906,747	715,420,301

LIABILITIES, SURPLUS AND OTHER FUNDS

	1	2
	Current Year	Prior Year
1. Loans (Part 2A, Line 36, Column 6)	12,480,887,885	13,094,076,358
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 8)	78,374,442	82,048,425
3. Loss adjustment expenses (Part 2A, Line 36, Column 6)	2,548,216,888	2,438,478,455
4. Commissions payable, contingent commissions and other similar charges	118,222,289	89,083,883
5. Other expenses (excluding taxes, licenses and fees)	244,222,794	380,803,686
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	188,208,453	288,828,744
7.1 Current federal and foreign income taxes (excluding § 0 on retained capital gains (losses))	0	36,106,135
7.2 Net deferred tax liability	0	0
8. Borrowed money § 0 and interest thereon § 0	0	606,212
9. Unearned premiums (Part 1A, Line 36, Column 6) (after deducting unearned premiums for ceded reinsurance of \$ 2,195,477,180) and including vacancy reserves of \$ 0	3,268,042,808	3,230,119,872
10. Advance premiums	43,887,917	60,012,854
11. Dividends declared and unpaid:		
11.1 Stockholders	0	0
11.2 Policyholders	1,800,778	1,130,868
12. Ceded reinsurance premiums payable (net of ceding commissions)	717,189,248	880,465,248
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19)	1,745,898,198	1,807,274,884
14. Assets withheld or retained by company for benefit of others	646,887,107	485,703,129
15. Premiums and fees not allocated	0	0
16. Provisions for reinsurance (Schedule F, Part 7)	88,878,186	73,987,801
17. Net adjustments in assets and liabilities due to foreign exchange rates	0	0
18. Drafts outstanding	204,010,958	282,865,717
19. Payable to parent, subsidiaries and affiliates	35,880,380	72,476,812
20. Payable for accounts	59,551,816	15,487,872
21. Liability for amounts held under unearned plans	0	0
22. Capital notes § 0 and interest thereon § 0	0	0
23. Aggregate write-ins for liabilities	(202,881,888)	(478,883,820)
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	22,438,883,820	22,215,886,788
25. Protected cell liabilities	0	0
26. Total liabilities (Lines 24 and 25)	22,438,883,820	22,215,886,788
27. Aggregate write-ins for special surplus funds	1,208,088,480	987,821,871
28. Common capital stock	10,000,000	10,000,000
29. Preferred capital stock	0	0
30. Aggregate write-ins for other than special surplus funds	1,250,000	1,250,000
31. Surplus notes	736,347,884	892,074,880
32. Gross paid in and unallocated surplus	6,436,272,283	6,336,272,283
33. Unallocated funds (surplus)	4,040,814,478	2,138,213,174
34. Less treasury stock, at cost:		
34.1 0 shares common (value included in Line 28 § 0)	0	0
34.2 0 shares preferred (value included in Line 28 § 0)	0	0
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 28)	12,481,652,815	10,231,732,414
36. Totals (Page 2, Line 25, Col. 3)	34,850,436,635	32,448,789,198

DETAILS OF WRITE-INS LIABIES		
2301. Amount held under unearned plans	85,434,174	591,887,188
2302. Ceded liabilities	410,876,388	425,847,878
2303. Collateral held for securities loaned	279,831,194	110,428,785
2306. Summary of remaining write-ins for Line 23 from overview page	(1,248,002,348)	(1,806,357,820)
2308. Totals (Lines 2301 through 2305 plus 2306) (Line 23 above)	(202,881,888)	(478,883,820)
2701. Special surplus from reinsurance	987,771,884	987,821,871
2702. GRAP (R) incremental charges	241,346,836	0
2703. Summary of remaining write-ins for Line 27 from overview page	0	0
2706. Totals (Lines 2701 through 2705 plus 2706) (Line 27 above)	1,208,088,480	987,821,871
3001. Treasury stock	1,250,000	1,250,000
3002. Summary of remaining write-ins for Line 30 from overview page	0	0
3006. Totals (Lines 3001 through 3003 plus 3006) (Line 30 above)	1,250,000	1,250,000

State of Massachusetts
 County of Suffolk

The account of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the books, accounts, records, papers, and other documents in their possession, custody or control, and all other books, accounts, records, papers, and other documents, together with correct copies, reproductions, and impressions thereof, correct or corrected, in full and true statements of the same and liabilities and of the condition and status of the said reporting entity as of the reporting period stated above, and of its income and expenses thereon for the period stated, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures Manual of account to the extent that (1) state law or other applicable law requires otherwise in reporting and related to accounting practices and procedures, and (2) in the best of their knowledge, information and belief, respectively, the account of this reporting entity is true and correct in all material respects, and that the related corresponding checkbooks filed with the NAIC, when required, do not have any effect except for remedying differences due to clerical errors in the account of this reporting entity. The above depose may be repeated by various regulations in that of or in addition to the enclosed statement.

Edward J. Kelly (Signature)
 Edward J. Kelly
 Chairman of the Board President & CEO
 (Title)

Robert J. Kelly (Signature)
 Robert J. Kelly
 Vice President & Secretary
 (Title)

James J. Kelly (Signature)
 James J. Kelly
 Member Vice President & Treasurer
 (Title)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2008, by _____

ALAN P. GARLOCK
 Notary Public
 State of Massachusetts
 My Comm. Expires July 19, 2013

is this an original filing? [X] Yes [] No
 If not: 1. Write the attachment number
 2. Date filed

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint SANDRA K. WOLF, ALICE MCLAUGHLIN, MARY R. MCKEE, SHERRYANNE M. DEPIRRO, MARIA L. SPADACCINI, ALL OF THE CITY OF WOODCLIFF LAKE, STATE OF NEW JERSEY

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100 DOLLARS (\$ 500,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of September, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

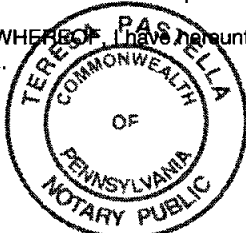
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of January, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 19TH day of JANUARY, 2011, before me personally came me
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of THE CONTINENTAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

CNA

THE CONTINENTAL INSURANCE COMPANY
STATEMENT OF NET ADMITTED ASSETS AND LIABILITIES
December 31, 2009

ASSETS:

Cash	\$	2,171,540
Cash equivalents		780,361,330
Short-term investments (principally U.S. government obligations)		476,403,554
United States government obligations		20,618,137
Other public bonds		563,806,324
Industrial and miscellaneous bonds		1,134,444,387
Preferred stocks		0
Common stocks of affiliated companies		235,325,677
Other common stocks		549,621
Real estate		0
Premiums and agents' balances in course of collection		115,928,476
Premiums, agents balances and installments booked but deferred and not yet due		55,245,085
Accrued retrospective premiums		0
Investment income due and accrued		14,427,558
Other assets		406,127,195
Admitted assets	\$	3,805,408,884

LIABILITIES:


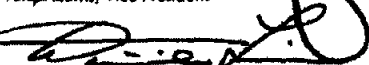
Unearned premium reserve	\$	0
Reserve for loss and loss adjustment expense		15,971,162
Reserve for taxes, licenses and fees (including federal income taxes)		44,376,938
Other liabilities		2,203,451,802
Total liabilities		2,263,799,902

SURPLUS:

Capital paid up (\$5.00 per value)				
Shares authorized: 50,000,000	issued: 10,713,272			53,566,360
Gross paid in and contributed surplus				1,423,436,994
Surplus				64,605,628
Surplus as regards policyholders				1,541,608,982
Total				\$ 3,805,408,884

State of Illinois)
) ss
County of Cook)

On this 2nd day of April, 2010, before me came Amy Adams, known to me personally to be the Vice President of Continental Insurance Company being fully sworn, certify and attest that the foregoing statement is a true and correct statement of the assets and liabilities of the said company as of the date shown in the statement.


Amy Adams, Vice President

Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Alice Mc Laughlin, Sandra K Wolf, Mary R Mc Kee, Maria L Spadaccini, Sherryanne M De Pirro, Individually

of Woodcliff Lake, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of December, 2010.



The Continental Insurance Company

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 3rd day of December, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that she knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 19th day of January, 2011.



The Continental Insurance Company

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the company.

“Article VI-Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Executive Committee of the Board of Directors of The Continental Insurance Company by unanimous written consent dated the 13th day of January, 1989:

RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.”