



MEMORANDUM

Agenda Item No. 7(J)(1)(B)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. DATE: October 7, 2003
and Members Board of County Commissioners

FROM: George M. Burgess
County Manager

SUBJECT: Contract No. TA00-MF12
Replacement of Uninterruptible
Power Supply (UPS) units
Change Order No. Three

The attached retroactive Change Order No. Three to the contract between Fisk Electric Company, the contractor, and Miami-Dade County has been prepared by the Office of Public Transportation Management and is recommended for approval.

CHANGE ORDER NO.: Three

PROJECT NO.: TA00-MF12

PROJECT LOCATION: Various facilities along the Metrorail and Metromover systems.

PROJECT DESCRIPTION: The furnishing and installation of Uninterruptible Power Supply (UPS) units for the Metrorail and Metromover systems. The work also includes the removal and disposal of the existing UPS units, batteries and racks.

PRIME CONTRACTOR: Fisk Electric Company

COMPANY PRINCIPAL(S): Larry C. Brookshire, President
D. Jack Maxwell, Vice-President

COMPANY QUALIFIER: Norman G. Clyne

LOCATION OF COMPANY: Miami, Florida

YEARS IN BUSINESS: Seventy-eight (78)

SUBCONTRACTOR: APC Sales & Service

DBE GOAL: None established.

GOAL ACHIEVED AT AWARD: N/A

ORIGINAL ESTIMATE: \$3,645,000.00

CONTRACT AMOUNT: \$3,496,490.55 (See attached bid tabulation)

PREVIOUS CHANGE ORDERS: C.O. #1 – A non-compensable time extension of 198 calendar days
C.O. #2 – An increase of \$163,565.60 in cost -

CHANGE ORDER RECOMMENDATION: An increase of \$154,200.59 in the contract amount and a non-compensable time extension of 140 calendar days.

CLASSIFICATION OF CHANGE ORDER:

- Regulatory Change
- Other Agency Request Change
- Design Error Change
- Design Omission Change
- County Requested Change
- Unforeseen/Unforeseeable Change
- Other _____

ADJUSTED CONTRACT AMOUNT: \$3,814,256.74

PERCENTAGE OF INCREASE OR DECREASE PREVIOUS CHANGE ORDERS: 4.7% increase in the contract amount.
55% increase in the contract duration.

PERCENTAGE OF INCREASE OR DECREASE THIS CHANGE ORDER: 4.4% increase in the contract amount.
38.9% increase in the contract duration.

JUSTIFICATION FOR CHANGE ORDER: This change order is necessary due to the County requested change of installing the new MDT Computer Center 120KW UPS unit in a revised parallel location; providing

temporary openings in the battery room walls; upgrading the MDT Computer Center circuit breakers and providing an additional 60KW UPS unit for the Metromover Maintenance Building.

ALLOWANCE ACCOUNT STATUS: Original Amount: \$311,600.00
Expended to date: \$311,435.24
Balance Remaining \$164.76

CONTRACT COMPLETION DATE: May 24, 2003
(A forthcoming final change order is being prepared)

USING AGENCY: Miami-Dade Transit

FUNDING SOURCE: Federal Transit Administration (FTA)
100% - \$3,814,256.74

APPROVED FOR LEGAL
SUFFICIENCY:

Bruce Libhaber 9/4/03
Bruce Libhaber Date
Assistant County Attorney

Bill Johnson
Assistant County Manager

WEEKLY RAIL METROMOVER STATIONS REPLACEMENT OF U.P.S.
 CONTRACT NO. TA00-MF12 (663453)
 BID OPENING - OCTOBER 18, 2000

Item No.	Description	Est. Quan.	Unit	Engineer's Est.		Fisk Electric Co.		Edd Helms Electric	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.0	General Requirements	1	L.S.	\$ 302,315.00	\$ 302,315.00	\$ 193,700.00	\$ 193,700.00	\$ 272,552.00	\$ 272,552.00
2.0	UPS Equipment-20 KVA	15	EA.	\$ 53,000.00	\$ 795,000.00	\$ 51,768.00	\$ 776,520.00	\$ 51,260.00	\$ 768,900.00
3.0	UPS Equipment-30 KVA	16	EA.	\$ 45,000.00	\$ 720,000.00	\$ 49,124.00	\$ 785,984.00	\$ 41,661.00	\$ 666,576.00
4.0	UPS Equipment-40 KVA	9	EA.	\$ 76,000.00	\$ 684,000.00	\$ 82,997.00	\$ 746,973.00	\$ 71,525.00	\$ 643,725.00
5.0	UPS Equipment-125 KVA	1	EA.	\$ 150,000.00	\$ 150,000.00	\$ 302,573.00	\$ 302,573.00	\$ 182,712.00	\$ 182,712.00
6.0	System Install & Materials - Metrorail	23	EA.	\$ 9,543.00	\$ 219,489.00	\$ 7,429.00	\$ 170,867.00	\$ 10,571.00	\$ 243,133.00
7.0	System Install & Materials - Metromover	15	EA.	\$ 10,682.00	\$ 160,230.00	\$ 6,396.00	\$ 95,940.00	\$ 11,408.00	\$ 171,120.00
8.0	Decommissioning & Removal - Metrorail	23	EA.	\$ 7,500.00	\$ 172,500.00	\$ 1,608.00	\$ 36,984.00	\$ 3,993.00	\$ 91,839.00
9.0	Decommissioning & Removal - Metromover	15	EA.	\$ 7,500.00	\$ 112,500.00	\$ 1,200.00	\$ 18,000.00	\$ 8,654.00	\$ 129,810.00
10.0	Factory Training	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 14,183.00	\$ 14,183.00	\$ 14,058.00	\$ 14,058.00
1010.01	Allowance Acct for Unforeseen Changes	1	L.S.		\$ 311,600.00		\$ 311,600.00		\$ 311,600.00
1010.02	Allow Acct for IG	1	L.S.		\$3,637,634.00		\$ 3,453,324.00		\$ 3,496,025.00
1010.03	Allow Acct for IPSIG	1	L.S.		\$ 9,094.09		\$ 8,633.31		\$ 8,740.06
					\$ 36,376.34		\$ 34,533.24		\$ 34,960.25
					\$3,683,104.43		\$ 3,496,490.55		\$ 3,546,025.00
TOTAL									

\$3,539,725.31

Item No.	Description	Est. Quan.	Unit	Eng. Est		Miller Electric Company		Mass Electric Construction Company	
				Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price
1.0	General Requirements	1	L.S.	\$ 302,315.00	\$ 302,315.00	\$ 715,286.00	\$ 715,286.00	\$ 72,119.00	\$ 72,119.00
2.0	UPS Equipment-20 KVA	15	EA.	\$ 795,000.00	\$ 795,000.00	\$ 51,260.00	\$ 768,901.00	\$ 59,859.00	\$ 897,885.00
3.0	UPS Equipment-30 KVA	16	EA.	\$ 720,000.00	\$ 720,000.00	\$ 41,660.00	\$ 666,572.00	\$ 70,380.00	\$ 1,126,080.00
4.0	UPS Equipment-40 KVA	9	EA.	\$ 684,000.00	\$ 684,000.00	\$ 71,524.00	\$ 643,722.00	\$ 111,509.00	\$ 1,003,581.00
5.0	UPS Equipment-125 KVA	1	EA.	\$ 150,000.00	\$ 150,000.00	\$ 182,771.00	\$ 182,771.00	\$ 219,204.00	\$ 219,204.00
6.0	System Install & Materials - Metrorail	23	EA.	\$ 219,489.00	\$ 219,489.00	\$ 7,699.00	\$ 177,074.00	\$ 21,092.00	\$ 485,116.00
7.0	System Install & Materials - Metromover	15	EA.	\$ 160,230.00	\$ 160,230.00	\$ 7,177.00	\$ 107,658.00	\$ 21,329.00	\$ 319,935.00
8.0	Decommissioning & Removal - Metrorail	23	EA.	\$ 172,500.00	\$ 172,500.00	\$ 5,479.00	\$ 126,032.00	\$ 10,395.00	\$ 239,085.00
9.0	Decommissioning & Removal - Metromover	15	EA.	\$ 112,500.00	\$ 112,500.00	\$ 4,618.00	\$ 69,278.00	\$ 9,410.00	\$ 141,150.00
10.0	Factory Training	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 14,058.00	\$ 14,058.00	\$ 9,956.00	\$ 9,956.00
1010.01	Allowance Acct for Unforeseen Changes	1	L.S.		\$ 311,600.00		\$ 311,600.00		\$ 311,600.00
01010.02	Allow Acct for IG	1	L.S.		\$ 9,094.09		\$ 3,782,952.00		\$ 4,825,711.00
01010.03	Allow Acct for IPSIG	1	L.S.		\$ 36,376.34		\$ 9,457.00		\$ 12,064.30
					\$ 36,376.34		\$ 37,829.00		\$ 48,257.10
					\$3,683,104.43		\$ 3,830,238.00		\$ 4,886,032.40
TOTAL									



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 7, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 7(J)(1)(B)

Veto _____

10-7-03

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION
OF CHANGE ORDER NO. 3 TO CONTRACT
TA00-MF12 BETWEEN MIAMI-DADE
COUNTY AND FISK ELECTRIC COMPANY
FOR AN INCREASE OF \$154,200.59 AND
A NON-COMPENSABLE TIME EXTENSION
OF 140 CALENDAR DAYS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Change Order No. 3 to Contract TA00-MF12 for an increase of \$154,200.59 and a non-compensable time extension of 140 calendar days in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner
, who moved its adoption. The
motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

CHANGE ORDER NO. 3

PROJECT NO. TA00-MF12

DATE April 30, 2003

PROJECT TITLE: Replacement of Uninterruptible Power Supplies (UPS)

CONTRACTOR: Fisk Electric Co. 10125 NW 116th Way, Suite 14 Miami, FL 33178

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Perform the change work detailed in Change Notice #11, #12 and #13.

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT		<u>\$3,496,490.55</u>
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED		<u>\$163,565.60</u>
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER		<u>\$3,660,056.15</u>
COST OF CONSTRUCTION CHANGES THIS ORDER		<u>\$154,200.59</u>
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER		<u>\$3,814,256.74</u>
PERCENT INCREASE IN COST THIS CHANGE ORDER	<u>4.4%</u>	
TOTAL PERCENT INCREASE IN COST TO DATE	<u>9.1%</u>	
PERCENT INCREASE IN TIME THIS CHANGE ORDER	<u>38.9%</u>	
TOTAL PERCENT INCREASE IN TIME TO DATE	<u>93.9%</u>	

EXTENSION OF CONTRACT TIME ALLOWED BY THIS CHANGE 140 CALENDAR DAYS TO May 24, 2003
Date

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.

[Signature]
SIGNATURE PROJECT MANAGER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

Miami-Dade Transit
DEPARTMENT

MT 820400
~~MT 300262000~~
FUNDS BUDGETED CODE

[Signature]
OPTM Finance CERTIFIED BY

ACCEPTED BY: [Signature]
(COMPANY SEAL) Fisk Electric Company

APPROVED: [Signature]
BUDGET DIRECTOR

(SURETY SEAL) [Signature]
Federal Insurance Company

DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

RECOMMENDED: [Signature]
CHIEF DESIGN & ENGINEERING

By: _____
County Manager

APPROVED: [Signature]
ASST. DIRECTOR, ENG. & CONSTRUCTION

ATTEST: _____

APPROVED: [Signature]
EXECUTIVE DIRECTOR, OPTM

By: _____
Deputy Clerk

CHANGE ORDER TO ORIGINAL CONTRACT

Page 2 of 4

PROJECT TITLE: Replacement of
Uninterruptible Power
Supplies (UPS)

CONTRACT NO. TA00-MF12

CONTRACTOR: Fisk Electric Company

CHANGE ORDER NO. 3

Change Notice #11 – Install the new 120KW Uninterruptible Power Supply (UPS) unit for the MDT Computer Center in a parallel location than that stipulated by the contract documents

BACKGROUND

The original contract documents stipulated that the old existing 120KW UPS unit for the MDT Computer Center was to be disconnected and the new 120KW unit shall be installed in the same old location. So as to ensure UPS support during the installation of the new 120KW UPS unit, MDT Information Technical Services (ITS) staff instructed the contractor to complete this installation in a new parallel location that would enable the old existing 120 KW UPS to continue to function. Once this new parallel installation was complete and fully functional, then the old existing 120KW UPS unit could be disconnected and removed as per the contract documents. This change work included the procurement and installation of all additional conduits, wiring and incidentals to facilitate this dual crossover installation.

SUMMARY OF NEGOTIATIONS

In his letter #FEM-75 dated October 16, 2002 the contractor presented a proposal of \$46,913.70 to perform the above described work. The MDT Project Manager (P.M.) reviewed this estimate and disagreed with several costs. After further discussion, both parties agreed that the revised sum of \$43,913.70 was acceptable. Also, the contractor requested a non-compensable time extension of sixteen (16) calendar days. MDT Scheduling staff checked this request and agreed that this was valid.

Change Notice #12 – Provide temporary openings through the station battery room walls and upgrade electrical circuit breakers for the MDT Computer Center 120KW UPS unit

BACKGROUND

- a). At four (4) Metrorail side platform station battery rooms, there was not enough space available for the contractor to access to perform the battery cabinet installation. As a result, MDT staff instructed the contractor to provide temporary openings through the battery room walls to facilitate the battery cabinet installation. The contractor requested a time extension of ten (10) calendar days to perform this extra work.
- b). During the installation of the MDT Computer Center 120KW UPS unit, the contractor discovered that electrical circuit breakers installed under the false flooring were not in compliance with the current National Electrical Code. MDT staff instructed the contractor to replace these breakers and bring them into compliance.

CHANGE ORDER TO ORIGINAL CONTRACT

PROJECT TITLE: Replacement of
Uninterruptible Power
Supplies (UPS)

CONTRACT NO. TA00-MF12

CONTRACTOR: Fisk Electric Company

CHANGE ORDER NO. 3

SUMMARY OF NEGOTIATIONS

- a). In his letter #FEM- 74 dated August 12, 2002 the contractor submitted an estimate of \$6,958.86 to provide the temporary openings in the battery room walls. The MDT P.M. reviewed this proposal and found it to be acceptable. In addition, MDT Scheduling staff checked the contractor's request for a non-compensable time extension of ten (10) calendar days and agreed that this was valid.
- b). In his letter #FEM- 78 dated January 7, 2003 the contractor provided a cost of \$2,902.66 to upgrade the 125 amp. and 175 amp. electrical circuit breakers in the MDT Computer Center. The MDT P.M. checked the back-up information and agreed with this sum.

Change Notice #13 – Provide an additional 60KW UPS unit for the Metromover Maintenance Building

BACKGROUND

MDT staff directed the contractor to provide a 60KW UPS unit for the Metromover Maintenance Building. This unit was not included in the original contract and is a special made-to-order unit. The contractor requested a non-compensable time extension of one hundred and fourteen (114) calendar days to provide this special unit.

SUMMARY OF NEGOTIATIONS

In his letter #FEM- 76 dated October 16, 2002 the contractor presented a proposal for \$100,425.37 to provide the additional 60KW UPS unit. The MDT P.M. reviewed all the back-up information and compared this to current industry prices. Both parties agreed that this amount was acceptable. In addition, MDT Scheduling staff checked the contractor's request for a non-compensable time extension of one hundred and fourteen (114) calendar days and agreed that this was valid.

As described above, a non-compensable time extension of a total of one hundred and forty (140) calendar days is granted to the contractor for Change Notice #11, #12 and #13.

Measurement and payment shall be as follows:

MIAMI-DADE COUNTY

CHANGE ORDER TO ORIGINAL CONTRACT

PROJECT TITLE: Replacement of Uninterruptible Power Supplies (UPS)

CONTRACT NO. TA00-MF12

CONTRACTOR: Fisk Electric Company

CHANGE ORDER NO. 3

Revise the original Bid Form Page 5 of 12 as follows:

Delete "558" calendar days and insert "698" calendar days

Revise Paragraph 1.06.B of Page 5 of 13 of the Contract Conditions as follows:

Delete "558" calendar days and insert "698" calendar days

Add the following new bid items to the Bid Form Page 5 of 12 as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Change Amount</u>
C.O. #3 (C.N. #11)	Install the new MDT Computer Center 120KW UPS unit in a revised parallel location	1	L.S.	\$43,913.70
C.O. #3 (C.N. #12)	Provide temporary openings in battery room walls and upgrade circuit breakers at the MDT Computer Center	1	L.S.	\$9,861.52
C.O. #3 (C.N. #13)	Provide a 60 KW UPS unit for the Metromover Maintenance Building	1	L.S.	\$100,425.37
				Total <u>\$154,200.59</u>

The terms and conditions of this Change Order and receipt by the Contractor of the sum stipulated in this Change Order shall constitute a full accord and satisfaction by the Contractor for all direct and indirect costs and time of performance related to the services and materials described and/or referenced herein, and for any claims the Contractor has or may discover it had for acts or omissions of the County or the County's agents preceding the date the Contractor executes this Change Order.

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**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 **Marion R. Vail, Diane R. Cardini, Jeannette Dominguez, Beverly A. Adamick and Asunda Mikulak of Farmington, Connecticut**

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 **15th day of October, 2002.**

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this **15th** day of **October, 2002**, 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 Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

MARIA D. SCARDIGNO
Notary Public State of New Jersey
No. 2229781
Commission Expires Sept. 25, 2004

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 30 day of April 2003



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) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com