

Memorandum



Date: May 3, 2011

Agenda Item No. 8(R)(1)(C)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager 

Subject: Resolution ratifying the action of the Mayor or Mayor's designee pursuant to Section 2-8.2.11 (2) (b) of the Code of Miami-Dade County for the Miami-Dade Water and Sewer Department in Approving Two Non-Compensable Time-Extension Only Change Orders

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution ratifying the action of the Mayor or Mayor's designee pursuant to Section 2-8.2.11 (2)(b) of the Code of Miami-Dade County in approving two non-compensable time-extension only change orders relating to projects: (a) Contract No. W-862(A): Furnish and Install a 36-inch and a 24-inch Finished Water Transmission Main for the South Miami Heights Water Treatment Plant being designed and constructed under the County's 20-Year Water Use Permit and (b) Contract No. S-808(A): High Level Disinfection Facility located at the South District Wastewater Treatment Plant, Upgrade to 285 MGD and Upgrade Electrical Distribution System.

SCOPE OF AGENDA ITEM

This item impacts two commission districts. The project related to the High Level Disinfection Facility is located at 23300 SW 88 Avenue in District 8, Commissioner Lynda Bell. The project related to the South Miami Heights Water Treatment Plant under the County's 20-Year Water Use Permit is located at 11800 SW 208 Street in District 9, Commissioner Dennis C. Moss.

FISCAL IMPACT/FUNDING SOURCE

Pursuant to Resolution R-530-10 adopted by the Board on May 4, 2010: 1) the County has no financial commitment to the contractors for these time-extension only change orders, 2) a funding source is not required, and 3) there is no fiscal impact to the County's current budget or to future annual budgets.

TRACK RECORD/MONITOR

WASD's Deputy Director for Capital Improvements and Regulatory Compliance has been tracking and monitoring these projects. Project W-862(A) relates to the South Miami Heights Water Treatment Plant under the County's 20-Year Water use Permit and was successfully completed on August 13, 2010, and Project No. S-808(A) relates to the High Level Disinfection Facility and is ongoing.

BACKGROUND

On July 24, 2007, the Board adopted Ordinance 07-108, which authorizes the Mayor or Mayor's designee to advertise and recommend for award design and construction contracts related to the County's 20-Year Water Use Permit and High Level Disinfection Facility. The ordinance also authorizes the Mayor or Mayor's designee to approve change orders on such contracts without the need for prior committee or Board approval as long as the change order does not exceed \$500,000 in cumulative dollar amount and 15% of the contract price in cumulative percentage amount. However, these actions are subject to ratification by committee and the Board.

The first change order is for a project related to the South Miami Heights Water Treatment Plant under the County's 20-Year Water Use Permit. Change Order No. 1 to Contract No. W-862(A): Furnish and Install a 36-inch and a 24-inch Finished Water Transmission Main for the South Miami Heights Water Treatment Plant (see Exhibit A) consists of a 30-day non-compensable time extension. It provided the Contractor additional time to perform work required to meet operational, safety and regulatory standards.

The justification for the 30-day non-compensable time extension is delineated below.

- 1) The contract's specifications required the installation of a 24-inch and a 36-inch resilient-seated gate valve including the torque-guards. Torque guards are mechanical devices installed on valves to prevent the Valve Operator from exerting too much pressure on the valves, resulting in damage to the valves. On several occasions, the Contractor unsuccessfully attempted to operate these valves with the torque guards. As a result of the unsuccessful attempts the Miami-Dade Water and Sewer Department (WASD) ordered the Contractor to remove the torque-guard devices. This extra work required a twelve (12) day non-compensable time extension.
- 2) To further enhance the safety of the new 36-inch transmission water main pipeline installed in close proximity to an existing pond, the Contractor was ordered by WASD to further restrain the new water main by installing more safety features. This additional work required a three (3) day non-compensable time extension.
- 3) During construction, two of the valve stems in the 36-inch resilient-seated gate valves broke. WASD retained the services of an independent testing laboratory to assess conformance of the material and examine the failed surface. WASD waited for the results of the tests conducted before instructing the Contractor to proceed with the work. This project delay required a ten (10) day non-compensable time extension.
- 4) During construction, crews chlorinated the newly installed 36-inch transmission water main pipeline. The Florida Department of Health (FDOH) requires the chlorination of new transmission mains to meet a specific concentration of chlorine throughout the length of the pipe. Due to the length and diameter of the main to be disinfected, the chlorination process took longer than originally estimated to meet FDOH standards. As such, a five (5) day non-compensable time extension to the contract was required.

It is important to note that while the South Miami Heights Water Treatment Plant construction is under reconsideration by the South Florida Water Management District (District), the work already completed mentioned above is needed and required for any possible final plant design the District may recommend to meet our water supply needs in south Miami-Dade County.

The second change order consists of a project related to the County's High Level Disinfection Facility at the South District Wastewater Treatment Plant. Change Order No. 2 to Contract No. S-808(A): HLD Upgrade to 285 MGD, Upgrade Electrical Distribution System (see Exhibit B) is for a 115-day non-compensable time extension. This change order extends the completion date of Milestone No. 6 in Contract No. 808(A) from June 5, 2011 to September 28, 2011. The completion date for Milestone No. 6 was based on the "Notice to Proceed" date of Contract S-817(A) which is the Effluent Pump Station construction contract, also for the High Level Disinfection Facility. The justification for the 115-day non-compensable time extension is delineated below.

- 1) The advertisement for Contract No. S-817(A) was delayed by 115 days resulting in a setback for the stipulated completion date of Milestone No. 6 in Contract No. 808(A). The delay was due to a) meetings held with a pump vendor that did not appear to have met the draft bid specifications, which resulted in WASD evaluating the vendor's claim and concluding that the vendor did not meet the draft bid specifications, and b) it took longer than anticipated to coordinate the design effort to ensure all aspects of the project were buildable.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: May 3, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(R)(1)(C)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(C)
5-3-11

RESOLUTION NO. _____

RESOLUTION RATIFYING THE ACTIONS OF THE COUNTY MAYOR OR MAYOR'S DESIGNEE AS AUTHORIZED BY SECTION 2-8.2.11 (2)(B) OF THE CODE OF MIAMI-DADE COUNTY IN APPROVING CHANGE ORDERS WITH NON-COMPENSABLE TIME EXTENSIONS FOR TRANS FLORIDA DEVELOPMENT CORP. AND MUNILLA CONSTRUCTION MANAGEMENT LLC, ON CONTRACT NUMBERS W-862(A) AND S-808(A) RESPECTIVELY, RELATED TO THE COUNTY'S 20-YEAR WATER USE PERMIT AND THE HIGH LEVEL DISINFECTION FACILITY LOCATED AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT

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 hereby ratifies the actions of the County Mayor or Mayor's designee as authorized by Section 2-8.2.11(2)(b) of the Code of Miami-Dade County in the form attached hereto and made a part hereof, approving change orders that provide: (1) a non-compensable time extension of 30 days for Trans Florida Development Corp. for Contract No. W-862(A) to furnish and install a 36-inch and a 24-inch finished water transmission main for the 20 million gallons per day South Miami Heights Water Treatment Plant and (2) a non-compensable time extension of 115 days for Munilla Construction Management, LLC for Contract No. S-808(A) to upgrade the electrical distribution system of the High Level Disinfection Facility at the South District Wastewater Treatment Plant.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. 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.



Henry N. Gillman

Exhibit A

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1 CONTRACT NO: W-862 (A) DATE: 11/15/2010
PROJECT TITLE: Furnish and Install a 36-inch and a 24-inch Finished Water Transmission Main for the 20 MGD South Miami Heights Water Treatment Plant
TO CONTRACTOR: Trans Florida Development Corp. 13980 SW 144 Avenue Miami, FL 33186

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.

Description of work authorized: This is a change order for a non-compensable time extension only. Please see the Time Justification for a complete description of the requested change.
Monetary Justification: N/A
Time Justification: 1) The Contract's specifications require the installation of 24-inch and 36-inch resilient-seated gate valves including the torque-guards which is a mechanical device installed on a valve to prevent the Valve Operator from exerting too much pressure which could damage the valve. On several occasions, the Contractor unsuccessfully attempted to operate these valves with the torque- (Continued below)

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$3,885,306.83
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$3,885,306.83
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$3,885,306.83
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	270 / 0 / 30
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	27 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	327

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

		Accepted By:		
Organization	Name	Title	Date	
Trans Florida Development Corp.		Contractor	11/22/10	
Surety Travelers Casualty and Surety Company of America	Charles J. Nielsen Atty in Fact	Surety	11/23/10	

Title	Name	Date
Approved By: <u>County Attorney</u> (for legal sufficiency)		1/25/11

Approved By: County Manager

Attested By: Clerk of the Board



Time Justification: (Continued)

guards, consequently, WASD ordered the Contractor to remove the torque-guard devices. This extra work requires a twelve (12) day non-compensable time extension.

2) To further enhance the safety of the new 36-inch transmission water main pipeline installed in close proximity to an existing pond, the Contractor was ordered to further restrain the new water main by installing more safety features. This additional work requires a three (3) day non-compensable time extension.

3) During construction, two of the valve stems in the 36-inch resilient-seated gate valves broke. WASD retained the services of an independent testing laboratory to assess conformance of the material and examine the failed surface. WASD waited for the results of the tests conducted before instructing the Contractor to proceed with the work. This project delay requires a ten (10) day non-compensable time extension.

4) During construction, the Contractor hired WASD's crews to chlorinate the newly installed 36-inch and 24-inch transmission water main pipelines. The Florida Department of Health (FDOH) requires the chlorination of new transmission mains to meet a specified concentration of chlorine throughout the length of the pipe. Due to the length and diameter of the main to be disinfected, the chlorination process took longer than originally estimated to meet FDOH standards. As such, a five (5) day non-compensable time extension is required.

WASD recommends a thirty (30) day non-compensable time extension to the contract.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.



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. 222181

Certificate No. 003661805

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

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, Gloria McClure, and Arthur Colley

of the City of Miami Lakes, State of Florida, 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 13th day of May, 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 13th day of May, 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

MIAMI-DADE COUNTY, FLORIDA
MIAMI-DADE WATER AND SEWER DEPARTMENT
CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER 2
 NO:

CONTRACT NO: S-808 (A)

DATE: 2/8/2011

PROJECT TITLE: South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Upgrade Electrical Distribution System

TO: Munilla Construction Management, LLC dba MCM 6201 SW 70 St., 2nd Floor Miami, FL 33143
 CONTRACTOR:

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.

Description of work authorized: This Change Order is for a 115 day time extension to the completion date of Milestone 6 only. This time extension will not require a revision of the project completion date.

Monetary Justification: N/A

Time Justification: This Change Order is to extend the completion date of Milestone 6 from June 5, 2011 to September 28, 2011. Milestone 6 in Contract S-808 (A) was established based upon an assumed Notice to Proceed date for Contract S-817(A). Advertising for S-817(A) (and the associated Notice to Proceed) was delayed for 115 days primarily for two reasons. The first one was a discussion held with (Continued below)

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$62,407,392.61
COST OF CHANGES PREVIOUSLY ORDERED-----	(\$16,590,872.04)
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$45,816,520.57
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$45,816,520.57
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	-27%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	1360 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	136 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	1496

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

Accepted By:

Organization
Munilla Construction Management, LLC dba MCM

Name
[Signature]
Pedro Mouilla MEMBER MCM
[Signature]
H. Clay Rivers- All in Foot



Date
2-10-11
2-10-11

Surety

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)	<i>[Signature]</i>	2/14/11
Approved By: County Manager	<i>[Signature]</i>	2-24-11
Attested By: Clerk of the Board	<i>[Signature]</i>	3/2/2011



Time Justification: (Continued)

a pump vendor that did not meet the draft bid specifications. Meetings were held with the vendor to evaluate the claim to avoid any bid award challenges. It was concluded by WASD Staff that the vendor did not meet the draft bid specifications. Second, this contract involved engineering designs completed by both a consultant and the Department engineering staff. Coordinating these designs took longer than anticipated to ensure that all aspects of the project were buildable.

These delays are in no way the responsibility of the S-808(A) contractor, so it is appropriate to add an additional 115 days to the completion date of Milestone 6 to reflect the delays in the S-817(A) Notice To Proceed. This adjustment will not result in any delay in the overall completion date for the contract or the entire High Level Disinfection project, which continues to be ahead of schedule.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

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 H. Clay RIVES, of Miami, Florida, its true and lawful Attorney-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 2nd day of February, A.D. 2006. This power of attorney revokes that issued on behalf of H. Clay RIVES, Michael E. MATHEWS, dated August 28, 2000.



ZURICH AMERICAN INSURANCE COMPANY

Eric D. Barnes

By: *M. P. Hammond*

STATE OF MARYLAND }
CITY OF BALTIMORE }

ss: Eric D. Barnes Secretary M. P. Hammond Vice President

On the 2nd day of February, A.D. 2006, 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, 2007

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

Gregory E. Murray

Gregory E. Murray Secretary



the 10th day of February 2011.