

Memorandum



Date: February 5, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(B)

From: George M. Burgess
County Manager

Resolution R-113-08

Subject: Final Change Order No. MDAD-1, Underground Construction Company, NTD Aircraft Hydrant Fueling System, Project No. B726B, North Terminal Development Program, which decreases the contract amount by \$(5,196,517.23).

RECOMMENDATION

It is recommended that the Board approve the attached Final Change Order No. MDAD-1 to contract No. B726B, NTD Aircraft Hydrant Fueling System, with Underground Construction Company (Underground). This contract was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction, and Financing Agreement between American Airlines, Inc. and Miami-Dade County approved by the Board on June 21, 2005 by Resolution R-735-05. This final close-out change order consists of two components: 1) decreases the contract amount for work to be completed at a later time and by separate contract and 2) settles an outstanding claim submitted by Underground for extra work Underground had been directed to perform by American Airlines.

CHANGE ORDER NO.: MDAD-1 (Final)

Scope

PROJECT NAME: NTD Aircraft Hydrant Fueling System

PROJECT NO.: B726B

CONTRACT NO.: B726B

PROJECT DESCRIPTION: The renovation, modernization, replacement and/or expansion of the aircraft hydrant fueling system in the North Terminal Development area.

PROJECT LOCATION: Miami International Airport

PRIMARY COMMISSION DISTRICT: Commission District 6. However, the impact of this agenda item is countywide in nature as Miami International Airport is a regional asset.

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Aviation Department

MANAGING DEPARTMENT: Aviation Department

Fiscal Impact/Funding Source

CHANGE ORDER FUNDING SOURCE: Capital Improvement Program Airport Revenue Bonds

PTP FUNDING: No

GOB FUNDING: No

CHANGE ORDER DESCRIPTION: Decrease the contract amount by \$(5,196,517.23).

BACKGROUND AND MONETARY JUSTIFICATION

Final Change Order No. 1 consists of the following two (2) components:

1. Decrease the contract amount \$(5,396,362.73)

A. A decrease of \$(5,396,362.73) as the agreed upon value of all remaining work in the contract that has not been completed and which the Aviation Department (MDAD) no longer wants to complete under this contract. Due to delays in the NTD program, Underground was not able to complete the full scope of its work on a timely basis. Furthermore, reconfiguration of the NTD phasing relating to the POJV construction contract also impacted Underground's work to the point where the delayed work could not be completed for approximately two more years. In addition, numerous change orders were previously authorized by American Airlines (American) for which the associated time impacts were not addressed. These combined factors would have entitled Underground to a significant time extension beyond the March 21, 2006, contract time. The potential length of the time extension would be compensable to Underground at a rate of \$1500 per day for liquidated indirect costs as well as additional direct costs due to increases in the cost of labor and materials. Alternatively, portions of the remaining NTD fuel work can be included in the Regional Commuter Facility Apron Package and publicly bid with that package. The remaining fuel work is located within the limits of the B-C Apron Project and can be added to that project. Given these considerations, it is believed to be in the best interests of the County to forgo having Underground complete this work and have the remaining work performed by others. Therefore, this work is being deleted from the Underground contract.

2. Settlement of Contractor's Claim in the amount of \$199,845.50

B. An increase of \$199,845.50 to settle Underground's claim for extra work (MDAD claim tracking number 21025). The work had been directed to be performed by American as base contract work. Underground asserted that the installation of additional fuel system piping was extra work and subsequently filed a claim.

MDAD directed its claim consultant to review the merits of the claim and recommend settlement amounts commensurate with the merits. The claims consultant recommended payment of this sum in satisfaction of Underground's claim. A team of MDAD staff members designated as the Owner's Review Board (ORB) reviewed the consultant's determination and recommendations.

The ORB weighed the potential cost of litigation versus the probability of prevailing in such litigation and decided to enter into negotiations with Underground to resolve the claim. The \$199,845.50 is the agreed upon settlement for the work.

With this settlement, Underground is also agreeing to dismiss with prejudice its lawsuit against the County and to release the County, American Airlines, Inc., and Turner-Austin Airport Team from any and all claims, disputes or causes of action it has or may have against the County, American Airlines, Inc., and Turner-Austin Airport Team arising out of, or in connection with the work performed under the contract. This change order closes out the contract.

	<u>Original Contract Values at Assignment</u>	<u>Previous Adjustments to Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$25,377,798.43	\$0.00	\$(5,196,517.23)	\$20,181,281.20	\$15,595,815.58	\$4,585,465.62
CONTINGENCY:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DEDICATED:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTALS	\$25,377,798.43	\$0.00	\$(5,196,517.23)	\$20,181,281.20	\$15,595,815.58	\$4,585,465.62

	<u>Original Contract Duration</u>	<u>Previous Adjustments to Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	2059	0	0	2059
CONTINGENCY:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL DURATION:	2059	0	0	2059

INITIATING FACTOR(S) FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
Regulatory Change	\$0.00	0
Other Agency Requested Change	\$199,845.50	0
Design Errors Change	\$0.00	0
Design Omissions Change	\$0.00	0
County Requested Change	\$(5,396,362.73)	0
Unforeseen/Unforeseeable Change	\$0.00	0
<u>Other</u>	<u>\$0.00</u>	<u>0</u>
Total	\$(5,196,517.23)	0

Track Record/Monitor

PRIME CONTRACTOR: Underground Construction Company

CONTRACTOR PERFORMANCE: No evaluations shown in CIIS database.
Performance on existing contract is satisfactory and
consistent with contract terms and conditions.

COMPANY PRINCIPAL(S): Chris Ronco, President

COMPANY QUALIFIER(S): Errol Bisutti

COMPANY EMAIL ADDRESS: cronco@undergmd.com

COMPANY STREET ADDRESS: 5145 Industrial Way

COMPANY CITY-STATE-ZIP: Benicia, CA 94510

YEARS IN BUSINESS: Seventy-one (71) years

**PREVIOUS EXPERIENCE WITH
COUNTY IN THE LAST FIVE YEARS:** 1 for \$4,317,000

CSBE MEASURE: 5.7%

CURRENT CSBE STATUS: 8.23%

**SUBCONTRACTORS AND
SUPPLIERS (SECTION 10-34
MIAMI-DADE COUNTY CODE)** R&D Construction, Inc.
RJR Construction, Inc.
Roberts Traffic
BCL Construction

CONTRACT MANAGER: Juan Carlos Arteaga

PROJECT MANAGER: John Reynolds


Assistant County Manager

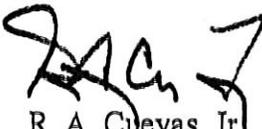


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: February 5, 2008

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

SUBJECT: Agenda Item No. 8(A)(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
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)
02-05-08

RESOLUTION NO. R-113-08

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER MDAD-1 (FINAL) TO THE NORTH TERMINAL DEVELOPMENT CONTRACT WITH UNDERGROUND CONSTRUCTION COMPANY, INC., FOR HYDRANT FUELING SYSTEM, PROJECT NO. B726B AT MIAMI INTERNATIONAL AIRPORT, WHICH DECREASES THE CONTRACT AMOUNT BY \$5,196,517.23

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 MDAD-1 (Final), to the North Terminal Development Contract with Underground Construction Company, Inc., for hydrant fueling system, Project No. B726B, in substantially the form attached hereto, in the amount of \$5,196,517.23, all as more particularly set forth in the attached memorandum from the County Manager; and authorizes the Mayor or his designee to execute such Change Order.

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

	Bruno A. Barreiro, Chairman	aye		
	Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent		Audrey M. Edmonson	aye
Carlos A. Gimenez	aye		Sally A. Heyman	absent
Joe A. Martinez	absent		Dennis C. Moss	absent
Dorrin D. Rolle	aye		Natacha Seijas	aye
Katy Sorenson	aye		Rebeca Sosa	aye
Sen. Javier D. Souto	aye			

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of February, 2008. 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

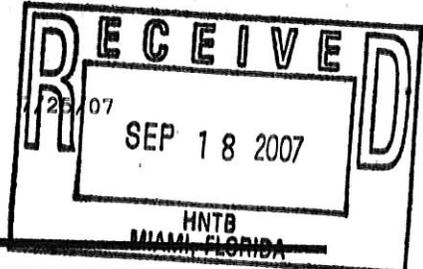


By: Kay Sullivan
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. *[Signature]*

Henry N. Gillman

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**



Bond Number **81634526**
 CHANGE ORDER NO **MDAD-1 Final 1** PROJECT NO. **B726B**
 PROJECT NAME: **MIA NTD Hydrant Fueling System Construction**
 TO CONTRACTOR: **Underground Construction Company**

DATE: **09/18/07**

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS

ITEM NO.	DESCRIPTION	AMOUNT
1	Decrease the Contract Amount resulting from changes to the work. JUSTIFICATION: COUNTY REQUESTED CHANGE	(\$5,196,517.23)

SUMMARY OF CONTRACT AMOUNT

REASON FOR CHANGE:	ORIGINAL CONTRACT AMOUNT	\$ 25,377,798.43
Regulatory Change	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED.....	\$ 0.00
Other Agency Requested Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER..	\$ 25,377,798.43
Design Errors Change	COST OF CONSTRUCTION CHANGES THIS ORDER.....	\$ (5,196,517.23)
Design Omission Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER \$	20,181,280.77
County Requested Change	PER CENT INCREASE, THIS CHANGE ORDER... (20.48%)	
Unforeseen or Unforeseeable Change	TOTAL PER CENT INCREASE TO DATE	(20.48%)
	EXTENSION OF TIME ALLOWED BY THIS CHANGE	<u>0</u> CALENDAR DAYS TO <u>03/21/06</u> .

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

MDAD
DEPARTMENT

DA

FUNDS BUDGETED CODE

[Signature]
CERTIFIED BY

Underground Construction Co., Inc.

ACCEPTED BY: *[Signature]*
CONTRACTOR

APPROVED: _____
BUDGET DIRECTOR

Federal Insurance Company
By: *[Signature]*
Gloria C. Blackburn, Attorney-in-Fact

DADE COUNTY, Florida
By Its BOARD OF COUNTY COMMISSIONERS

RECOMMENDED: *[Signature]*
PROJECT MANAGER / CLINIC ARCHITECT/CHIEF ENGINEER

By: _____
County Manager DATE

APPROVED: *[Signature]*
CONSULTING ENGINEER, DEPT. BUSINESS DEVELOPMENT

ATTENT: _____

APPROVED: *[Signature]* 10/23/07
DEPARTMENTAL DIRECTOR
10-31-07

By: _____
Deputy Clerk

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC Projects Control, Contracts Administration

Florida Resident Agent:
[Signature]
Susan M. Wilson, Lic #A287760

MIAMI - DADE COUNTY

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO MDAD 1 Final

PROJECT NO. B726B

DATE: 7/25/07

PROJECT NAME: NTD Aircraft Hydrant Fueling System

TO CONTRACTOR: Underground Construction Company

SUPPLEMENTAL INFORMATION

ITEM 1: Decrease Contract Amount for changes in the work

JUSTIFICATION: COUNTY REQUESTED CHANGE

The Contract Amount is decreased by \$(5,396,362.73) as the agreed upon value of all remaining work in the contract that has not been completed and which the County no longer wants to complete under this contract. The quantity and extended value of the deleted work is shown in Attachment A hereto. As a partial offset to this decrease, the County has agreed to settle the Contractor's claim for extra work (MDAD claim tracking number 21025) in the amount of \$199,845.50. The quantity and extended value of the extra work being settled is shown in Attachment B hereto. The net decrease to the Contract is \$(5,196,517.23).

RELEASE OF CLAIM

In consideration of and conditional upon payment to Contractor by Miami-Dade County (hereinafter "County"), of the final Contract Amount shown on the cover page, which amount includes the final Pay Application in this contract, the Contractor releases County, American Airlines, and their respective officers, directors, parents, employees, agents, contractors, construction managers, architects, engineers, instrumentalities, subsidiaries and affiliates, successors and assigns (the "Released Parties") from and against, and also waives and relinquishes any and all rights to, all claims, direct or indirect costs, damages, liability, interest, disputes or causes of action of whatever nature or kind it has or may have, whether known or unknown against the Released Parties arising out of, or in connection with, the Change Order or the work performed or to be performed under the Contract Documents.

The Contractor accepts the Final Pay Application and the Final Contract Amount as full accord and satisfaction of all monies due it under or in connection with the Contract Documents and the work performed under the Contract Documents and shall dismiss with prejudice the lawsuit styled *Underground Construction Co., Inc. v. Miami-Dade County*, Case No. 06-23791 CA-03.

By accepting the work, County waives all claims against Contractor, except that County expressly reserves the right:

- (1) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents;
- (2) to require the repair or replacement of latent defects in the work to the extent provided by Florida law;
- (3) to perform audits and seek reimbursement of any overpayments discovered as a result of an audit, as provided in the Contract Documents;
- (4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work; and
- (5) to enforce the terms of the Payment and Performance Bonds against Surety.

Contractor has read these provisions prior to executing the Final Change on the cover page of this document and understands its rights.

ATTACHMENT A

DESCRIPTION OF WORK	ORIGINAL CONTRACT VALUE	FINAL ADJUSTED CONTRACT VALUE
Area 1 - Lump Sum	\$ 3,401,958.56	\$ 3,267,764.56
Area 2 - Unit Prices	\$ 4,134,942.92	\$ 4,078,039.92
Area 3 - Unit Prices	\$ 1,377,500.57	\$ 1,373,610.57
Seq. 1	\$ 854,536.48	\$ 183,009.84
Seq. 2 & 3		
Area 4 - Unit Prices	\$ 1,519,914.48	\$ 635,050.30
Area 5 - Unit Prices	\$ 2,364,907.47	\$ 2,131,365.07
Area 6 - Unit Prices	\$ 1,155,823.48	\$ 606,856.30
Area 7 - Unit Prices		
Seq. 1	\$ 1,155,637.62	\$ 1,155,637.62
Seq. 2, 3, & 4	\$ 1,299,475.90	\$ 270,929.74
Seq. 5 & 6	\$ 2,916,855.17	\$ 2,252,823.67
Area 8 - Unit Prices		
Seq. 1	\$ 692,874.81	\$ 531,441.27
Seq. 2	\$ 780,365.67	\$ 280,454.92
Area 9 - Lump Sum	\$ 1,937,109.12	\$ 1,937,109.12
Deferred	\$ 22,648.00	\$ 22,648.00
737 - Unit Prices	\$ 402,698.00	\$ 247,369.37
741 - Unit Prices	\$ 599,687.00	\$ 225,157.95
745 - Unit Prices	\$ 23,700.00	\$ -
747 - Unit Prices	\$ 224,468.00	\$ 8,950.00
Changes to Contract Not in Bid Areas		
E Concourse Work	\$ 355,757.18	\$ 355,757.18
North Utility Corridor HPV's	\$ 156,938.00	\$ 156,938.00
Value of Uncompleted Punchlist Work		\$ (74,150.00)
Stored Materials Delivered		\$ 354,672.30
Totals:	\$ 25,377,798.43	\$ 19,981,435.70

Amount to be Removed From Contract	\$ (5,396,362.73)
Settlement Amount (Pllidco)	\$ 199,845.50
Net Decrease to Contract	\$ (5,196,517.23)
 Final Contract Amount	 \$ 20,181,281.20

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ATTACHMENT B

PLIDCO'S - PCO #109								
Area	IVP #	Vaults	Tie-In	Size	Quantity	Unit Price	Total	
2	S1			12	1	\$ 6,718.00	\$ 6,718.00	
	S2			12	1	\$ 6,718.00	\$ 6,718.00	
	32			12	1	\$ 6,718.00	\$ 6,718.00	
	33			12	1	\$ 6,718.00	\$ 6,718.00	
	37			12	1	\$ 6,718.00	\$ 6,718.00	
		CV-4			10	2	\$ 5,585.00	\$ 11,170.00
				IVP S1	20	1	\$10,145.00	\$ 10,145.00
				IVP S2	20	1	\$10,145.00	\$ 10,145.00
				A2/A1	14	1	\$ 7,366.50	\$ 7,366.50
	3	21			12	1	\$ 6,718.00	\$ 6,718.00
23				12	1	\$ 6,718.00	\$ 6,718.00	
			IVP 21	12	3	\$ 6,718.00	\$ 20,154.00	
5	A3	IVV-15		10	3	\$ 5,585.00	\$ 16,755.00	
			A-10 (2ea)	12	2	\$ 6,718.00	\$ 13,436.00	
			A-3 (2 ea)	12	2	\$ 6,718.00	\$ 13,436.00	
7	1			18	1	\$ 8,081.00	\$ 8,081.00	
	2			16	1	\$ 8,081.00	\$ 8,081.00	
	3			20	1	\$10,145.00	\$ 10,145.00	
	4			20	1	\$10,145.00	\$ 10,145.00	
				IVP1/6PK	12	1	\$ 6,880.00	\$ 6,880.00
				IVP2/6PK	12	1	\$ 6,880.00	\$ 6,880.00
Currently Completed Total							\$ 199,845.50	



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 Gloria C. Blackburn of Dallas, Texas and Florida Acosta, Donald E. Applaby, Dilynn Guern, Susan J. Lattarulo, Kristen McGermick, Kevin W. McMahon, Frank G. Penn, J.R. Richards, James S. Rosulak and Lisa J. Solove of Denver, Colorado...

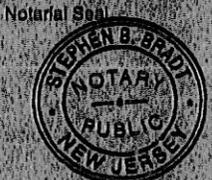
each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given 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 28th day of October, 2009

Signature of Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary
STATE OF NEW JERSEY
County of Somerset

Signature of John P. Smith
John P. Smith, Vice President

On this 28th day of October, 2009, 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 John P. Smith, and knows him to be Vice President of said Companies, and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Signature of 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

September 5, 2007



Signature of Kenneth C. Wendel
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 (808) 903-3493, Fax (808) 903-3855, e-mail: surety@chubb.com

