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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 7, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

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

Resolution No. R-1189-10

Subject: Resolution ratifying two change orders executed by the Mayor or Mayor's designee pursuant to Section 2-8-2.11(b) of the Miami-Dade County Code for Contract No. W-847R (A): ASR Disinfection Systems at the West and Southwest Wellfields

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution ratifying two change orders executed by the Mayor or Mayor's designee pursuant to Section 2-8-2.11(b) of the Miami-Dade County Code for Miami-Dade Water and Sewer Department (WASD) Contract No. W-847R (A): ASR Disinfection Systems at the West and Southwest Wellfields. This section of the Code authorizes the issuance of change orders not exceeding $500,000 in cumulative dollar amount and 15 percent of the contract price in cumulative percentage amount.

WASD is seeking ratification for two change orders processed under Contract No. W-847R (A) awarded by the Board on February 19, 2008 in the amount of $5,830,800. The Board awarded this contract as part of the alternative water supply projects required by the County's 20-Year Water Use Permit issued by the South Florida Water Management District on November 15, 2007.

SCOPE OF AGENDA ITEM

The West Wellfield is located at 7200 SW 172 Avenue in District 11 and the Southwest Wellfield is located at 12350 SW 80 Street in District 10. These are regional facilities with a county-wide impact.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to the County is $20,750 for the first change order and $3,500 for the second change order. The funding source is WASD Revenue Bonds.

TRACK RECORD/MONITOR

WASD's Assistant Director of Water will monitor the implementation of both change orders.

BACKGROUND

Per Ordinance 07-108 which accelerates the approval process for projects related to Federal, State and local consent orders and the County's 20-Year Water Use Permit, the Board awarded Contract No. W-847R (A). In the past year, WASD has issued two change orders in the total amount of $24,250 which falls below the dollar threshold stipulated in Section 2-8-2.11(b) of the Miami-Dade County Code.

The first change order (see Exhibit A) is for a compensable time extension of 83 days in the amount of $20,750. Fair and reasonable compensation was set at a sum of $250 per day as stipulated in Section 14, "Time Extensions and Delay", of the Contract's "General Covenants and Conditions." The compensable time extension was used to update the project's design drawings to meet the revised South Florida Building Code. The state permits issued for this project by the Florida Department of Environmental Protection and the Florida Department of Health were due to expire in 2008. Both State agencies informed WASD that if work began immediately on the project and continued to progress, a permit extension would be issued immediately instead of waiting for the issuance of new permits which could take up to 6 months or more.

Since this project is a requirement of the County's 20-Year Water Use Permit, WASD was looking to avoid long project delays. As such, WASD's in-house forces broke ground to start work immediately as required by both state agencies and the "Notice to Proceed" was issued to the Contractor in April 2008. The Contractor was not able to move forward until the design drawings for the project were revised which took 83 days (a shorter period of time than it would have taken to apply for new State permits), during this time the Contractor was not able to meet the milestones in the approved construction schedule. The project delay to obtain the revised permit drawings was beyond the contractor's control. This process resulted in a delay of 83 compensable days which needs to be ratified by the Board.

The second change order (see Exhibit B) is for a compensable time extension of 14 days in the amount of $3,500. Fair and reasonable compensation was set at a sum of $250 per day as stipulated in Section 14, "Time Extensions and Delay", of the contract's "General Covenants and Conditions." The compensable time extension was used to revise drawings for the installation of the metal connectors for a roof canopy. While field crews were working at the West Wellfield on the installation of the canopy roof structure that covers the passageway to the building that houses the ultraviolet light disinfection system at the wellfield, it was determined that the metal connectors approved in the original drawings did not have sufficient uplift capacity to support the canopy. An approved set of revised drawings and a new permit was issued for the installation of the metal connectors at both wellfields. In order to comply with the revised drawings, the contractor had to demobilize and remobilize its work crews, to remove, replace and reinstall the metal connectors at both wellfields. This process resulted in a delay of 14 compensable days which needs to be ratified by the Board.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: December 7, 2010

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

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

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)(B)
12-7-10

RESOLUTION NO. R-1189-10

RESOLUTION RATIFYING TWO CHANGE ORDERS EXECUTED BY THE MAYOR OR THE MAYOR'S DESIGNEE PURSUANT TO SUBSECTION 2-8-2.11(b) OF THE MIAMI-DADE COUNTY CODE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT CONTRACT NO. W-847R (A): ASR DISINFECTION SYSTEMS AT THE WEST AND SOUTHWEST WELLFIELDS IN THE TOTAL AMOUNT OF $24,250.00

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 two change orders in the total amount of $24,250.00, attached hereto and made a part hereof as Exhibit A and Exhibit B, executed by the Mayor or the Mayor's designee pursuant to Subsections 2-8-2.11(b) of the Miami-Dade County Code for Contract No. W-847R(A) ASR Disinfection Systems at the West and Southwest Wellfields.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of December, 2010. 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: **DIANE COLLINS**
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-847R (A) **DATE:** 6/22/2009

PROJECT TITLE: ASR Ultraviolet Disinfection Systems at the West and Southwest Wellfields

TO CONTRACTOR: GlobeTec Construction, LLC 4774 N. Powerline Road Deerfield Beach, Florida 33073

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 an increase of $20,750 in the contract amount and a time extension of 83 calendar days. For complete descriptions see the Monetary Justification.

Monetary Justification: The project was designed in 2002 at which time the State permits were issued by the Florida Department of Environmental Protection (FDEP) and the Florida Department of Health (FDOH) for the construction of two raw water ultraviolet light disinfection systems for WASD's existing aquifer storage and recovery wells in the West and Southwest Well fields.

The project was awarded by the Board of County Commissioners in April 2004, however, in the best interest of the County, it was decided not to go forward with the project and the contract award was never executed. (Continued below)

Time Justification: See Monetary Justification for explanation of delay.

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	$5,830,800.00
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$5,830,800.00
COST OF CHANGES WITH THIS DOCUMENT	$20,750.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$5,851,550.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	365 / 0 / 83
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	37 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	485

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.*

Approved: ENGINEER OR CONSULTING ENGINEER _____ Date: 06/23/09

Recommended By: PROJECT MANAGER _____ Date: 6-23-09

TO BE FILLED OUT BY MIAMI-DADE WATER AND SEWER DEPARTMENT

FUNDS BUDGET CODE W015520 (1079-Plus. ok Per)

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION: _____ Date: 6/25/09

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Accepted By:

Organization	Name	Title	Date
GlobeTec Construction, LLC		Contractor	6/30/9
Surety	Mary C Aceves	Surety	7/1/09
Arch Insurance Company	Mary C. Aceves, Attorney-in-Fact		

Title	Name	Date
Reviewed By: Chief, Construction Division		6-23-09
Approved By: Assistant Director		6/24/2009
Approved By: Director		6-24-09
Approved By: Director, SBD		7/14/09
Approved By: Director, OSBM		7/27/09
Approved By: County Attorney		6-24-09
Approved By: County Manager		8/23/10
Attested By: Clerk of the Board		9/16/10

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

Monetary Justification: (Continued)

The project was re-bid in 2007 and awarded on February 19, 2008. The original State permits issued in 2002 for the project by FDEP and FDOH were due for expiration in 2008, both State agencies stated that if work began and continued to progress a permit extension would be issued immediately instead of waiting for the issuance of a new ones. Since this project is now a requirement of the County's 20-Year Water Use Permit, in order to avoid project delays, the "Notice to Proceed" was issued to the Contractor in April 2008 and WASD in-house forces broke ground with the existing State permits to receive the State permit extensions. Although the "Notice to Proceed" was issued, the Contractor was not able to move forward on the project as the design drawings needed to be updated to meet the revised South Florida Building Code requirements. The revisions to the original drawings were completed in 83 days (which is a shorter period of time than it would have taken to apply for new State permits) during which time the Contractor failed to meet the construction milestones specified in the approved construction schedule.

Since the Contractor submitted their construction schedule in accordance with the original permit drawings, and the 83 day project delay to obtain revised permit drawings was beyond the Contractor's control, WASD respectfully requests the Board approve a compensable time extension of 83 days. Fair and reasonable compensation has been set at a sum of $250 per day of delay as stipulated in Section 14, "Time Extensions and Delay", of the contract's "General Covenants and Conditions." Therefore, WASD respectfully requests a total amount of $20,750.00.

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

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Mary C. Aceves, Warren M. Alter, Charles D. Nielson, Charles J. Nielson, David R. Hoover and Gicelle Pajon of Miami Lakes, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for ar on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee th payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bon within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the sai Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by it regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors o the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to b the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of May, 20 08.

Arch Insurance Company

Attested and Certified

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Martin J. Nilsen, Secretary

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Brian C. Kuhn, Notary Public
City of Philadelphia, Philadelphia County
My commission expires December 06, 2011

Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 1, 2008 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of July, 20 09.

Martin J. Nilsen, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

00ML0013 00 03 03

Printed in U.S.A.

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Exhibit B

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: 2 **CONTRACT NO:** W-847R (A) **DATE:** 5/24/2010

PROJECT TITLE: ASR Ultraviolet Disinfection Systems at the West and Southwest Wellfields

TO CONTRACTOR: GlobeTec Construction, LLC 4774 N. Powerline Road Deerfield Beach, Florida 33073

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 an increase of $3,500.00 in the contract amount and a time extension of 14 calendar days. For complete descriptions see the Monetary Justification.

Monetary Justification: The project entails the construction of two raw water ultraviolet light disinfection systems for WASD's existing aquifer storage and recovery wells in the West and Southwest Well fields.

On April 16, 2009, field crews were working at the West Wellfield on the ultraviolet light disinfection system. During the installation of the canopy which is a roof structure that covers the passageway of the building that houses the ultraviolet light disinfection system, it was determined that the metal connectors installed in the corners of the canopy which had been previously approved in the drawings did not have sufficient uplift capacity. (Continued below)

Time Justification: See Monetary Justification for full explanation of compensatory time extension.

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	$5,830,800.00
COST OF CHANGES PREVIOUSLY ORDERED	$20,750.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$5,851,550.00
COST OF CHANGES WITH THIS DOCUMENT	$3,500.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$5,855,050.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	365 / 83 / 14
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	37 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	499

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.*

Approved: ENGINEER OR CONSULTING ENGINEER N/A Date: _____

Recommended By: PROJECT MANAGER _____ Date: 5-26-10

TO BE FILLED OUT BY MIAMI-DADE WATER AND SEWER DEPARTMENT

FUNDS BUDGET CODE W015520

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION: _____ Date: 6/14/10

Accepted By:

Organization	Name	Title	Date
GlobeTec Construction, LLC	_____	Contractor	6/8/10
Surety Arch Insurance Company	Charles J. Nielson, Attorney-in-Fact	Surety	6/7/10

Title	Name	Date
Reviewed By: Chief, Construction Division	_____	5/26/10
Approved By: Assistant Director	_____	5/27/2010

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Approved By: **Director**		6-17-10
Approved By: **Director, DBD**	VClark for AT	6-23-10
Approved By: **Director, OSBM**		6/29/10
Approved By: **County Attorney**		6/30/10
Approved By: **County Manager**		8/23/10
Attested By: **Clerk of the Board**		9/16/10

Monetary Justification: (Continued)

Consequently, the Contractor's crews had to perform work on other facets of the project while the metal connector issues were resolved. On July 21, 2009, the set of revised drawings were approved for the installation of the metal connectors at both wellfields and a new permit was issued. In order to comply with the revised drawings, the Contractor had to demobilize and remobilize its work crews, remove, replace and reinstall the metal connectors, install the wall mounted panels and reapply the stucco at both wellfields. This process resulted in a 35 day project delay, of which 21 days are being used from the time allowance account leaving 14 compensable days subject to ratification by the Board of County Commissioners.

Fair and reasonable compensation has been set at a sum of $250 per day of delay as stipulated in Section 14, "Time Extensions and Delay," of the contract's "General Covenants and Conditions." The dollar amount for the 14 day compensable time extension is $3,500.00.

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

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having it principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for an on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 16th day of March, 20 10.

Arch Insurance Company

Attested and Certified

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Martin J. Nilsen, Secretary

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Brian C. Kuhn, Notary Public
City of Philadelphia, Philadelphia County
My commission expires December 06, 2011

Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 16, 2010 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7th day of June, 20 10.

Martin J. Nilsen, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

00ML0013 00 03 03

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