OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 8, 2012

Agenda Item No. 8(A)(5)

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

From: Carlos A. Gimenez
Mayor

Resolution No. R-888-12

Subject: Ratification of Change Order No. 1 for the Asbestos Hazardous Material Removal Contract, ITB-MDAD-03-06, Increasing the Amount by $501,250

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution ratifying the actions of the County Mayor pursuant to the provisions of the Aviation Department's Expedite Ordinance No. 95-64, codified as Section 2-285 of the Miami-Dade County Code, approving Change Order No. 1 to the Asbestos Hazardous Material Removal Contract between the Miami-Dade Aviation Department (MDAD) on behalf of Miami-Dade County and the following three remaining contractors in the pool:

1. LVI Environmental Services, Inc.
2. MCO Environmental, Inc.
3. DPC General Contractors, Inc.

Change Order No. 1 increases the contract amount by $501,250 (including the Inspector General account in the amount of $1,250) and will be awarded on a project basis to the lowest responsive, responsible bid from the three companies for the purposes described in this memorandum.

SCOPE

CHANGE ORDER NO.: One (1)

PROJECT NAME: Asbestos Hazardous Material Removal Contract

PROJECT NO.: ITB No. MDAD-03-06

PROJECT DESCRIPTION: The Asbestos Hazardous Material Removal Contract was awarded on April 24, 2007, pursuant to R-382-07, to a pool of contractors as follows:

1. Project Development Group, Inc. (No longer in business)
2. LVI Environmental Services, Inc.
3. MCO Environmental, Inc.
4. DPC General Contractors, Inc.

As projects arise, they are competitively bid among the contractors and awarded based on the lowest responsive, responsible bid. The Asbestos Hazardous Material Removal Contract includes mold abatement; contaminated soil removal, transportation and disposal; demolition and

reconstruction as needed; underground storage tank removal; Polychlorinated Biphenyls (PCB) transformer removal; lead paint removal; petroleum hazardous material handling; and removal or abatement of anything that is or may be considered an environmental hazard, remediation, code violation work, and/or any environmental work assigned by MDAD.

JUSTIFICATION:

Due to the uncertainties involved in hazardous material remediation, additional funds are required to finish the West End Cargo Area parking lot project at Miami International Airport (MIA).

This project involves removal of the existing parking lot pavement, excavation, removal and disposal of the existing environmental hazard/contamination, and return of the site to a usable parking lot in accordance with the plans and specifications. The extent of the contamination has exceeded the environmental analysis and requires excavation and disposal of the contaminated soil and replacement with clean material.

TRACK RECORD/MONITOR

COMPANY NAME/ADDRESS (1):

LVI Environmental Services
5411 Boran Dr.
Tampa, FL 33610

COMPANY PRINCIPALS:

Scott Statl
John Leonard
Frank Donovan
Paul Cutrone
Joseph Annarumma
George White

OWNERSHIP:

Anglo/Male Owned

YEARS IN BUSINESS:

28

COMPANY NAME/ADDRESS (2):

MCO Environmental, Inc.
7275 N.W. 64TH Street
Miami, FL 33166

COMPANY PRINCIPALS:

Cruz H. Otazo
Julio Otazo

OWNERSHIP:

Hispanic Female/Male Owned

YEARS IN BUSINESS:

24 Years

COMPANY NAME/ADDRESS (3):	DPC General Contractors, Inc. 1860 N.W. 21st Terrace Miami, FL 33142
COMPANY PRINCIPALS:	Oscar D. Sever David Lopez
OWNERSHIP:	50% Anglo Male/50% Hispanic Male
YEARS IN BUSINESS:	30
TERM OF CONTRACT:	The five-year contract term began on June 18, 2007, with one additional year to complete all authorized work in previous five-year term.
ORIGINAL CONTRACT AMOUNT:	$15,037,500
RECOMMENDED MODIFICATION:	Increase contract amount by $501,250 including the Inspector General amount of $1,250
ADJUSTED CONTRACT AMOUNT:	$15,538,750
PERCENTAGE OF CHANGE FOR THIS MODIFICATION:	3.33%
CHANGE ORDER CLASSIFICATION:	County Requested Change
INSPECTOR GENERAL:	Provisions Included
CONTRACT AWARD DATE:	April 24, 2007
COMPLIANCE DATA:	There have been no violations listed against any of the firms on this project.
CONTRACTOR PERFORMANCE:	The Capital Improvements Information System lists an average score of 2.7 for MCO Environmental, Inc., based upon four evaluations. That score falls closer to satisfactory performance (3) than guarded performance (2). The current project manager reports that MCO has provided superior performance based on the CIIS rating key. LVI Environmental Services, Inc. and DPC General Contractors, Inc. did not appear in the database. Project Manager Foster Mack stated that the companies' performance is satisfactory.
PROJECT LOCATION:	All County Airports

PRIMARY COMMISSION DISTRICT:	The impact of this item is countywide as it relates to the total MDAD system.
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Aviation Department
MANAGING DEPARTMENT:	Aviation Department

FISCAL IMPACT/FUNDING SOURCE

FISCAL IMPACT:	$501,250.00
FUNDING SOURCE:	Asbestos abatement is funded from the Aviation Department's Capital Improvement Program (CIP), operating budget or reserve maintenance as applicable. Hazardous material removal is funded through the Environmental Remediation Fund or operating budget as applicable. Demolition work is funded through reserve maintenance or operating funds as applicable.
RECOMMENDED CONTRACT MEASURES:	Community Workforce Program (CWP) 29% Goal
CONTRACT MEASURES ACHIEVED:	Given that the CWP is work-order driven for projects longer than 30 days and greater than or equal to $250,000, several of the projects do not qualify to meet the CWP goal.
ACHIEVED AT AWARD:	
PTP FUNDING:	No
GOB FUNDING:	No
TECHNICAL PROJECT MANAGER:	Foster Mack
PHONE NO.:	(305) 876-8326
EMAIL ADDRESS:	fmack@miami-airport.com

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: November 8, 2012

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

SUBJECT: Agenda Item No. 8(A)(5)

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(A)(5)
11-8-12

RESOLUTION NO. R-888-12

RESOLUTION RATIFYING CHANGE ORDER NO. 1 TO THE ASBESTOS HAZARDOUS MATERIAL REMOVAL CONTRACT ITB-MDAD-03-06 INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED $501,250; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE CHANGE ORDER AND TO PERFORM ALL NECESSARY ACTIONS TO ENFORCE ITS TERMS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby ratifies Change Order No. 1 to the Asbestos Hazardous Material Removal Contract, ITB-MDAD-03-06, increasing the contract by an amount not to exceed $501,250; and authorizing the Mayor or Mayor's designee to execute such change order and to perform all necessary actions to enforce its terms.

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

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO.: ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: LVI Environmental Services, Inc.

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.

DESCRIPTION	AMOUNT
MDAD is moving forward with the solicitation process for a new Hazardous Material Removal Contract and anticipates award in December 2012.	
JUSTIFICATION: County Requested Change	$500,000.00

MAY 11 2012

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT	$15,037,500.00
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED	$N/A
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	$N/A
COST OF CONSTRUCTION CHANGES THIS ORDER	$500,000.00
ADJUSTED INSPECTOR GENERAL AMOUNT	$1,250.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	$15,538,750.00
PER CENT INCREASE, THIS CHANGE ORDER	.04 %
TOTAL PER CENT INCREASE TO DATE	.04 %

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY
AVIATION	EA501-PROJ. B385A	

ACCEPTED BY: CONTRACTOR

APPROVED: BUDGET DIRECTOR

ARCH INSURANCE COMPANY
SURETY

RECOMMENDED: PROJECT MANAGER — CHIEF ARCHITECT/CHIEF ENGINEER

APPROVED: HNTB CONSULTING ENGINEER — MINORITY AFFAIRS DIVISION

APPROVED: DEPARTMENTAL DIRECTOR

DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

By: County Mayor

ATTEST:

By: Deputy Clerk

cc: A/E Consultant(s), Contractor, M-D Capital Improvements Coordinator, GSA Risk Management, Consulting Engineer (HNTB), Surety, MDAD CIP Contracts, MDAD Contracts Administration (Bldg 5A), MDAD Finance, MDAD Project Manager, MDAD Safety Insurance, MDAD Project Controls, MDAD Properties, Document Control

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO. ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: LVI Environmental Services, Inc.

ITEM NO.	DESCRIPTION	AMOUNT
1	INCREASE THE CONTRACT AMOUNT	$500,000

This Change Order increases the Contract amount and is intended by MDAD to provide adequate funding to perform work through the duration of this contract. Work shall be performed only as authorized by the County and in accordance with the Contract requirements. The Contractor is not entitled to issuance of any work or payment in full of this amount, and this Change Order does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Project Order duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. The Contractor shall not be entitled to any portions of this amount unspent at the termination of this Contract.

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO. ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: LVI Environmental Services, Inc.

RELEASE OF CLAIM

In consideration of this Change Order, the Contractor releases the County, its officers, employees and agents from, and waives and relinquishes, any and all claims, disputes or causes of action it or its subcontractors have or may have against the County, its officers, employees and agents for all costs incurred arising out of or in connection with the Contract prior to the effective date of this Change Order. The effective date of this Change Order is hereby defined as the date it is executed by the County Mayor or his designee.

BOND NO. SU1027639

COPY

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We LVI ENVIRONMENTAL SERVICES INC., as Principal, whose principal business address is 3850 Hacienda Boulevard, Suite H & I, Davie, FL 33314, as Contractor under the Contract dated _____, 20__, between Principal and Miami-Dade County for the construction of ASBESTOS HAZARDOUS MATERIAL REMOVAL.

Project No. ITB NO. MDAD-03-06 (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and ARCH INSURANCE COMPANY, a corporation, whose principal business address is Three Parkway, Suite 1600, Philadelphia, PA 19102 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of One Million Five Hundred Thousand Dollars (U.S. dollars) $1,500,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

COPY

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 4th day of May, 20 07.

CONTRACTOR

LVI ENVIRONMENTAL SERVICES INC.
(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

SURETY:
ARCH INSURANCE COMPANY

Joseph Pietrangelo, Licensed Resident Agent for the State of Florida
(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

By: Robert T. Pearson, Attorney-in-Fact
Attorney-In-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

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3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the Contract; and

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CONTRACTOR

LVI ENVIRONMENTAL SERVICES INC.
(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

Joseph Pentangelo, Licensed Resident Agent for the State of Florida
(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

SURETY:
ARCH INSURANCE COMPANY

By: Robert T. Pearson
Robert T. Pearson, Attorney-in-Fact
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

COPY

STATE OF ..... }
COUNTY OF ..... } ss

On this ..... day of .... before me personally appeared ..... to be known, who, being by me duly sworn, did depose and say; that he/she resides at ....., that he/she is the ..... President of ....., the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF ..... }
COUNTY OF ..... } ss

On this ..... day of .... before me personally appeared ..... to me know to be (the individual) (one of the firm) of ....., described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

.....

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ...NEW YORK..... }
COUNTY OF ...NASSAU..... } ss

On this ...MAY 4, 2007..... before me personally came ...ROBERT T. PEARSON... to me known, who, being by me duly sworn, did depose and say; that he/she resides in ...NASSAU COUNTY..... State of ...New York..... that he/she is the Attorney-In-Fact of the ...ARCH INSURANCE COMPANY..... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ...ARCH INSURANCE COMPANY... (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

.....
Notary Public

JACQUELINE MCNEIL
Notary Public, State of New York
No. 01MC6186390
Qualified in Nassau County
Commission Expires November 27, 2010

NY acknowledgement

POWER OF ATTORNEY

COPY

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 its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Richard G. Avery and Karen C. Bowling of Baltimore, MD (EACH)
Thomas Bean, Gerard S. Macholz, Rita Sagistano, Susan Lupski, Robert T. Pearson of Jericho, NY (EACH)
Joseph Dobkowski, Jr., Adrianne Scalera and Kathleen M. Cristiano of Parsippany, NJ (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and 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 Vice President, the seal of the Company, and certifications by the Vice President, 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 January, 2006.

Arch Insurance Company

Attested and Certified

COPY

Edward M. Titus, Vice President

Mary Jeanne Anderson, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kate Marcinkus, a Notary Public, do hereby certify that Edward M. Titus and Mary Jeanne Anderson personally known to me to be the same persons whose names are Vice Presidents 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.

NOTARIAL SEAL
KATHLEEN MARCINKUS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 25, 2008

Kathleen Marcinkus, Notary Public
My commission expires 2-25-06

CERTIFICATION

I, Edward M. Titus, Vice President of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 1, 2006 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 Mary Jeanne Anderson, 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 4TH day of MAY, 2007.

Edward M. Titus, Vice President

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

00ML0013 00 03 03

Printed in U.S.A.

COPY

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
December 31, 2006

Assets

Cash in Banks	74,283,751
Bonds owned	505,037,521
Stocks	306,769,330
Premiums in course of collection	127,286,848
Accrued interest and other assets	174,301,951
Total Assets	$ 1,187,699,401

Liabilities

Reserve for losses and adjustment expenses	$ 250,877,675
Reserve for unearned premiums	79,749,753
Ceded reinsurance premiums payable	133,296,698
Amounts withheld or retained by company for account of others	71,734,052
Payable to affiliates	29,100,648
Reserve for taxes, expenses and other liabilities	104,016,772
Total Liabilities	668,775,498
Surplus as regards policyholders	518,923,903
Total Surplus and Liabilities	$ 1,187,699,401

By: _____ Attest: _____
Senior Vice President and Chief Financial Officer — Secretary

State of New York)
) SS
City of New York)

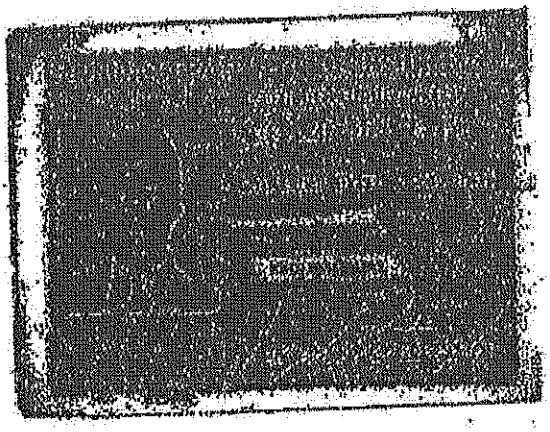
Fred Eichler and Martin Nilsen, being duly sworn, say that they are Senior Vice President and Chief Financial Officer and Secretary, respectively, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2006.

Subscribed and sworn to before me, this 14th day of March, 2007

Notary Public _____

PETER J. CALLEO, ESQ.
Notary Public, State of New York
No. 01CA6139328
Qualified in New York County
Commission Expires May 3, 2008

COPY



MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO.: ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: DPC General Contractors, Inc.

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.

DESCRIPTION	AMOUNT
MDAD is moving forward with the solicitation process for a new Hazardous Material Removal Contract and anticipates award in December 2012.	
JUSTIFICATION: County Requested Change	$500,000.00

MAY 11 2012

SUMMARY OF CONTRACT AMOUNT

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ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	$N/A
COST OF CONSTRUCTION CHANGES THIS ORDER	$500,000.00
ADJUSTED INSPECTOR GENERAL AMOUNT	$1,250.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	$15,538,750.00
PER CENT INCREASE, THIS CHANGE ORDER	.04 %
TOTAL PER CENT INCREASE TO DATE	.04 %

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

AVIATION — DEPARTMENT

EA 501 - Prof. 3385 A — FUNDS BUDGETED CODE

CERTIFIED BY

ACCEPTED BY: CONTRACTOR

International Fidelity Insurance Company
SURETY

RECOMMENDED: PROJECT MANAGER; CHIEF ARCHITECT/CHIEF ENGINEER

APPROVED: HNTB (CONSULTING ENGINEER); MINORITY AFFAIRS DIVISION

APPROVED: DEPARTMENTAL DIRECTOR

APPROVED: BUDGET DIRECTOR

DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

By: County Mayor

ATTEST:

By: Deputy Clerk

cc: A/E Consultant(s), Contractor, M-D Capital Improvements Coordinator, GSA Risk Management, Consulting Engineer (HNTB), Surety, MDAD CIP Contracts, MDAD Contracts Administration (Bldg 5A), MDAD Finance, MDAD Project Manager, MDAD Safety Insurance, MDAD Project Controls, MDAD Properties, Document Control

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO. ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: DPC General Contractors, Inc.

ITEM NO.	DESCRIPTION	AMOUNT
1	INCREASE THE CONTRACT AMOUNT This Change Order increases the Contract amount and is intended by MDAD to provide adequate funding to perform work through the duration of this contract. Work shall be performed only as authorized by the County and in accordance with the Contract requirements. The Contractor is not entitled to issuance of any work or payment in full of this amount, and this Change Order does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Project Order duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. The Contractor shall not be entitled to any portions of this amount unspent at the termination of this Contract.	$500,000

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO. ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: DPC General Contractors, Inc.

RELEASE OF CLAIM

In consideration of this Change Order, the Contractor releases the County, its officers, employees and agents from, and waives and relinquishes, any and all claims, disputes or causes of action it or its subcontractors have or may have against the County, its officers, employees and agents for all costs incurred arising out of or in connection with the Contract prior to the effective date of this Change Order. The effective date of this Change Order is hereby defined as the date it is executed by the County Mayor or his designee.

MIAMI-DADE COUNTY, FLORIDA AVIATION DEPARTMENT – FACILITIES DIVISION

TRANSMITTAL MEMORANDUM

PROJECT NAME ITB No. MDAD-03-06 (Asbestos Hazardous Material Removal) PROJECT No. _____

FROM Foster Mack TRANSMITTAL No. _____

TO DPC General Contrs. Inc.(Scott Millard). DATE 3/6/12

REFERENCE CHANGE ORDER #1 (Change Order to the Original Contract)

We are forwarding to you...

- [ ] CORRESPONDENCE
- [ ] SERVICE/WORK ORDERS
- [X] CONTRACT DOCUMENTS
- [ ] SHOP DRAWINGS
- [ ] SAMPLES
- [ ] PROJECT PRINTS
- [ ] SPECIFICATIONS
- [ ] REPORTS
- [ ] OTHER: _____

These are transmitted...

- [ ] FOR YOUR USE
- [X] FOR YOUR APPROVAL
- [ ] AS YOU REQUESTED
- [ ] FOR REVIEW & COMMENT

Directions...

- [X] PLEASE SIGN AND RETURN ALL COPIES
- [ ] MAKE CORRECTIONS AS NOTED
- [X] PLEASE RETURN BY: March 7, 2012
- [ ] OTHER: _____

Medium...

- [X] ORIGINALS
- [ ] REPRODUCTIONS

COPIES	ITEM	DATED	DESCRIPTION
1	1	3/2/12	CHANGE ORDER #1 (Change Order to the Original Contract)

SENT VIA: [ ] Facsimile [ ] U.S. Mail [ ] Courier [ ] Interoffice Delivery [ ] Hand Delivery [X] (E-mail) ✓

REMARKS Scott, please have the attached Change Order signed and return to me by Wednesday, March 7,2012 along with the Bond Company information that we requested last week.

SIGNED: F Mack

Printed Name Foster Mack

Distribution:

[ ] Please acknowledge receipt by signing and faxing a copy back to fax number: _____

Received by: _____

THE SURETY GROUP
3715 Northside Parkway NW
Ste. 1-315
Atlanta, GA 30327
404-352-8211 Atlanta
800-486-8211 USA
404-351-3237 Fax
www.suretygroup.com

March 7, 2012

RE: ***DPC General Contractors, Inc.***
Bonding Capacity

To Whom It May Concern:

Since 2003, The Surety Group Agency, LLC has had the privilege of providing surety bonds for DPC General Contractors, Inc. and it is with great pleasure that we confirm our willingness to support DPC General Contractors, Inc. with payment and performance bonds up to $7,000,000.00

In our opinion, DPC General Contractors, Inc. is finely managed and has handled each of its projects in a professional manner. We have the utmost confidence that DPC General Contractors, Inc. will continue to perform all future contracts with the same approach.

Please note that each bond is underwritten at the time of its request and is subject to the underwriting criteria set forth by the surety. Approval will be issued once all parties have agreed to the terms and conditions of the contract.

Should you have questions or concerns regarding the bonding program in place for DPC General Contractors, Inc. please do not hesitate to contact me.

Sincerely,

Sam H. Newberry
Attorney-In-Fact

BOND PREMIUM BASED ON FINAL CONTRACT PRICE

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We DPC GENERAL CONTRACTORS, INC., as Principal, whose principal business address is 1860 NW 21ST TERRACE, MIAMI, FL 33142, as Contractor under the Contract dated APRIL 30, 2011, between Principal and Miami-Dade County for the construction of ASBESTOS HAZARDOUS MATERIAL REMOVAL SERVICES (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation, whose principal business address is 3715 NORTHSIDE PKWY NW, STE. 1-315, ATLANTA, GA 30327 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (U.S. DOLLARS) $1,500,00.00 for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

The condition of this bond is that if Principal:

1. Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statues, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a fault by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years *after* completion of the Work under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after the completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond

SURETY PERFORMANCE AND PAYMENT BOND (CONT'D)

In witness whereof, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 4th day of January, 2012.

CONTRACTOR:

DPC GENERAL CONTRACTORS, INC.

By: O D Sever
O. David Sever, President

(SEAL)

SURETY

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: _____
Sam H. Newberry, Attorney-In-Fact

Countersigned by resident Florida Agent or Surety:

_____

(Copy of Agent's Current Identification Card as issued by the State of FL Insurance Commissioner must be attached.)

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

SAM H. NEWBERRY, SHONI TRAMMELL, TRACI O'SULLIVAN, KELLY MCLEOD, LEIGH WYATT

Atlanta, GA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, with the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE 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.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3, Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint 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, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to a resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now, therefore, the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2012

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of January, 2010.

Assistant Secretary

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO.: ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: MCO Environmental, Inc.

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.

DESCRIPTION	AMOUNT
MDAD is moving forward with the solicitation process for a new Hazardous Material Removal Contract and anticipates award in December 2012.	MAY 11 2012
JUSTIFICATION: County Requested Change	$500,000.00

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT	$15,037,500.00
COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED	$N/A
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	$N/A
COST OF CONSTRUCTION CHANGES THIS ORDER	$500,000.00
ADJUSTED INSPECTOR GENERAL AMOUNT	$1,250.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	$15,538,750.00
PER CENT INCREASE, THIS CHANGE ORDER	.04 %
TOTAL PER CENT INCREASE TO DATE	.04 %

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 CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

AVIATION — DEPARTMENT

CA 501 - Proj. #8375A — FUNDS BUDGETED CODE

CERTIFIED BY

ACCEPTED BY: VP/SEC — CONTRACTOR

ARCH INSURANCE — SURETY

APPROVED: BUDGET DIRECTOR

DADE COUNTY, Florida
By Its BOARD OF COUNTY COMMISSIONERS

RECOMMENDED: PROJECT MANAGER — CHIEF ARCHITECT/CHIEF ENGINEER

By: County Mayor

APPROVED: HNTB CONSULTING ENGINEER — MINORITY AFFAIRS DIVISION

ATTEST:

APPROVED: DEPARTMENTAL DIRECTOR

By: Deputy Clerk

cc: A/E Consultant(s), Contractor, M-D Capital Improvements Coordinator, GSA Risk Management, Consulting Engineer (HNTB), Surety, MDAD CIP Contracts, MDAD Contracts Administration (Bldg 5A), MDAD Finance, MDAD Project Manager, MDAD Safety Insurance, MDAD Project Controls, MDAD Properties, Document Control

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO. ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: MCO Environmental, Inc.

ITEM NO.	DESCRIPTION	AMOUNT
1	INCREASE THE CONTRACT AMOUNT	$500,000

This Change Order increases the Contract amount and is intended by MDAD to provide adequate funding to perform work through the duration of this contract. Work shall be performed only as authorized by the County and in accordance with the Contract requirements. The Contractor is not entitled to issuance of any work or payment in full of this amount, and this Change Order does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Project Order duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. The Contractor shall not be entitled to any portions of this amount unspent at the termination of this Contract.

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1 PROJECT NO. ITB No. MDAD-03-06 DATE: 04-27-2012

PROJECT NAME: Asbestos Hazardous Material Removal

TO CONTRACTOR: MCO Environmental, Inc.

RELEASE OF CLAIM

In consideration of this Change Order, the Contractor releases the County, its officers, employees and agents from, and waives and relinquishes, any and all claims, disputes or causes of action it or its subcontractors have or may have against the County, its officers, employees and agents for all costs incurred arising out of or in connection with the Contract prior to the effective date of this Change Order. The effective date of this Change Order is hereby defined as the date it is executed by the County Mayor or his designee.

SURETY PERFORMANCE AND PAYMENT BOND

SU 102 9802 B

By this Bond, We MCO Environmental, Inc., as Principal, whose principal business address is 7275 N.W. 64 Street, Miami, FL 33166, as Contractor under the Contract dated January 25, 20 07, between Principal and Miami-Dade County for the construction of Asbestos Hazardous Material Removal for period beginning May 2007 thru May 2009. Project No. ITB MDAD-03-06 (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Arch Insurance Company; ..... a corporation, whose principal business address is 3100 Broadway- Kansas City, MO 64111 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of One Million Five Hundred Thousand Dollars (U.S. dollars) $1,500,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 7th day of May, 20 07.

CONTRACTOR

MCO ENVIRONMENTAL INC
(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

SURETY:
ARCH INSURANCE COMPANY

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached) By:

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

SU 102 9802 B

AIC 0000003951

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Anne M. Barber, Dana M. Kuber, Maria A. Gonzalez, Michael J. Friedrich and William A. Bailey of Bridgeview, IL (EACH)

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

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

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 execution of such bonds, undertakings, recognizances and other surety obligations 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 administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, 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 the Executive Vice President, or any Senior Vice President, of the Surety Business Division, 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 subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations 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 September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, 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 September 15, 2011, 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 19th day of January, 2012.

Attested and Certified

Martin J. Nilsen, Secretary

Arch Insurance Company

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive 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
KATHLEEN MARCINKUS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 14, 2014

Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 19, 2012 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 David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive 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 MAY, 2007, 20____.

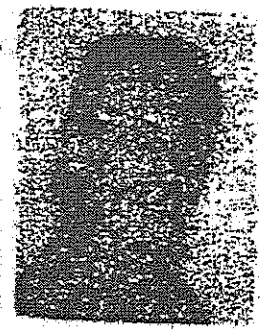
Martin J. Nilsen, Secretary

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 Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

FLORIDA DEPARTMENT OF INSURANCE



JEROME JAY WETLAND
Lic.# 391404380
IS LICENSED TO TRANSACT THE
FOLLOWING CLASSES OF INSURANCE:
Gen. Lines (Prop. & Cas. Ins.)

SIGNATURE