

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2012-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE LOW BID, AND APPROVING AWARD OF CONTRACT TO CARIBE UTILITIES OF FLORIDA, INC. IN AN AMOUNT NOT TO EXCEED \$657,322.00; FOR THE CONSTRUCTION OF THE KEYS RV/ MOBILE HOME CONDOMINIUM ASSOCIATION, INC. ON-SITE WASTEWATER COLLECTION SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “City”) and Keys RV/Mobile Home Condominium Association, Inc. (“Keys RV”) have entered into a mediated settlement agreement in that certain litigation *styled Keys RV/Mobile Home Condominium Association, Inc. vs. City of Marathon*; Case No. 2008-CA-386-M, pending in the In the Circuit Court of the 16<sup>th</sup> Judicial Circuit In And For Monroe County, Florida (the “Mediated Settlement Agreement”);

**WHEREAS**, the Mediated Settlement Agreement provides that the City will contract for the installation of the on-site wastewater collection system at Keys RV (the “Project”), in an amount not to exceed \$725,000.00; and

**WHEREAS**, the City issued an Invitation to Bid for the Project on October 17, 2011; and

**WHEREAS**, the bid received from Caribe Utilities of Florida, Inc. (the “Contractor”) in the amount of \$657,322.00 is the lowest responsive and responsible bid for the Project; and

**WHEREAS**, the City Council desires to enter into a contract with Contractor for the Project in an amount not to exceed \$657,322.00 (the “Contract”); and

**WHEREAS**, the City Council finds that accepting the low bid and approving of the award of Contract for the Project to Contractor is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

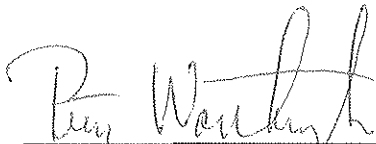
**Section 2.** The Contract between the City and Contractor , a copy of which is attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

**Section 3.** The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

**Section 4.** This resolution shall take effect immediately upon its adoption

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14<sup>th</sup> DAY OF FEBRUARY, 2012.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Pete Worthington, Mayor**

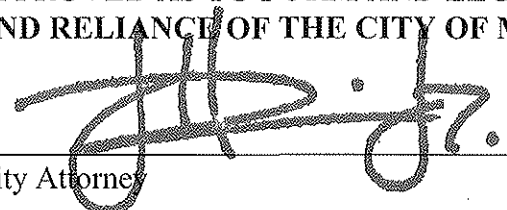
AYES: Cinque, Snead, Ramsay, Keating, Worthington  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney

## CONSTRUCTION CONTRACT

THIS CONTRACT (the "Contract") is dated as of the 24<sup>th</sup> day of January, 2012 by and between THE CITY OF MARATHON (hereinafter called the "CITY") and CARIBE UTILITIES OF FLORIDA INC. (hereinafter called CONTRACTOR) located at: 11110 North Kendal Drive, Suite 104, Miami, Florida 33176

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK

1.1 **Project/Work.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: the **KEYS RV WASTE WATER COLLECTION SYSTEM**. The project consists of constructing tanks, buildings, and installing wastewater treatment and pumping facilities, complete, in place, all in accordance with the construction drawings and technical specifications.

### Article 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1. It is understood that the City will designate a representative for the Work. The **CITY'S REPRESENTATIVE** referred to in any of the Contract Documents designated herein is Susie Thomas at City Hall, 9805 Overseas Highway, Marathon Florida 33050.

2.2 The City's **ARCHITECT** referred to in any of the Contract Documents designated herein is N/A.

2.3 The City's **ENGINEER** referred to in any of the Contract Documents designated herein is Edward R. Castle, P.E. of The Weiler Engineering Corporation, 6805 Overseas Highway, Marathon, Florida 33050.

### Article 3. TERM

3.1 **Contract Times.** The Contract #1 work shall be substantially completed within **One Hundred Fifty (150)** calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within **One Hundred Eighty (180)** calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2. **Term.** The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to Document 00700, Article 14, Payments to Contractor and Completion of the General Conditions.

3.3 **Survival of Obligations.** Any obligations by the Contractor, including but not limited to Document 00700, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4. **Liquidated Damages.** CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY **One Thousand Five Hundred Dollars (\$1,500.00)** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **Two Thousand Dollars (\$2,000.00)** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5. Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the **CONTRACTOR**, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the **CITY** for professional services will be the responsibility of the **CONTRACTOR**.

3.6. Monies due to the **CITY** under Sections 3.4 and 3.5 shall be deducted from any monies due the **CONTRACTOR**, or if no money is due or the amount due is insufficient to cover the amount charged, the **CONTRACTOR** shall be liable for said amount.

**Article 4. CONTRACT PRICE**

4.1 **CITY** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Sections 4.1.1 and 4.1.2 below:

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Section 4.1.1.

4.1.2 Unit Price Work (Combined Bid Form)

Item	Description	Quantity	Unit	Unit Price	Total
1	Supply and Install 4ft ID Precast Concrete Manhole	17	EA	2,600.00	\$ 44,200.00
2	Supply and Install Lift Station and Valve Vault	3	EA	42,000.00	\$ 126,000.00
3	Supply and Install 8" SDR35 PVC Gravity Mains	3316	LF	42.00	\$ 139,272.00
4	Supply and Install 6" SDR35 PVC Gravity Laterals	2170	LF	33.00	\$ 71,610.00
5	Supply and Install 6" Clean Outs	218	EA	330.00	\$ 71,940.00
6	Supply and Install 3" DR11 HDPE Force Main or PVC SDR26	2230	LF	43.00	\$ 95,890.00
7	Supply and Install 3" Gate Valve and Box	2	EA	750.00	\$ 1,500.00
8	Supply and Install Asphalt Overlay for Impacted Area	6990	SY	9.00	\$ 62,410.00
9	Bonds, Insurance, Taxes	1	LS	18,000.00	18,000.00
10	Mobilization/Demobilization	1	LS	26,000.00	26,000.00
	<b>Total Construction Base Bid</b>				<b>\$ 657,322.00</b>

TOTAL OF ALL UNIT PRICES

Six hundred fifty-seven thousand three hundred twenty-two dollars and no/100 DOLLARS  
(use words)

\_\_\_\_\_ \$657,322.00 \_\_\_\_\_ (dollars)  
(use numbers)

Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2. The **CONTRACTOR** agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

**Article 5. PAYMENT PROCEDURES**

5.1 **CONTRACTOR** shall submit Applications for Payment in accordance with the General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by **CITY** as provided in the General Conditions.

5.2 **Progress Payments, Retainage.** **CITY** shall make progress payments, deducting the amount from the Contract Price above, on the basis of **CONTRACTOR'S** Applications for Payment as recommended by the **CITY'S REPRESENTATIVE**, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall not be made until the **CONTRACTOR** delivers to the City complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the **CITY**, and an affidavit that so far as the **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date.

5.3. The **CONTRACTOR** agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by City for each Progress Payment until Final Payment, as defined in the General Conditions, Article 14, Payments to Contractor and Completion.

5.3.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as **CITY'S REPRESENTATIVE** shall determine, or **CITY** may withhold, in accordance with the General Conditions.

5.4. The payment of any Application for Payment by **CITY**, including the Final Request, does not constitute approval or acceptance by **CITY** of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of City's rights hereunder or at law or in equity.

5.5. The Final Application for Payment by **CONTRACTOR** shall not be made until the **CONTRACTOR** delivers to the City complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the **CITY**, and an affidavit that so far as the **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The **CONTRACTOR** may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

5.6. **Final Payment.** Upon final completion and acceptance of the Work in accordance with the General Conditions, **CITY** shall pay the remainder of the Contract Price and any retainage as recommended by the **CITY'S REPRESENTATIVE**.

## Article 6. INSURANCE/INDEMNIFICATION.

6.1. **Insurance.** The **CONTRACTOR** shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the **CITY** against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2. **Indemnification.** The **CONTRACTOR** shall indemnify, defend and hold harmless the **CITY**, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

## Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce **CITY** to enter into this Contract, **CONTRACTOR** makes the following representations:

7.1. **CONTRACTOR** has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2. **CONTRACTOR** has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. **CONTRACTOR** is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. **CONTRACTOR** has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. **CONTRACTOR** acknowledges that **CITY** does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by **CONTRACTOR** and safety precautions and programs incident thereto. **CONTRACTOR** does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. The **CONTRACTOR** is aware of the general nature of Work to be performed by **CITY** and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. The **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. The **CONTRACTOR** has given the **CITY'S REPRESENTATIVE** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents and the written resolution thereof by the **CITY'S REPRESENTATIVE** is acceptable to **CONTRACTOR**, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8. The **CONTRACTOR** warrants the following:

7.8.1. **Anti-Discrimination:** The **CONTRACTOR** agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

- 7.8.2. **Anti-Kickback:** The **CONTRACTOR** warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the **CITY, FDEP, SFWMD** or **FDOT** has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
- 7.8.3. **Licensing and Permits:** The **CONTRACTOR** warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.
- 7.8.4. **Public Entity Crime Statement:** The **CONTRACTOR** warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00100, Section 7.5, of the Instructions to Bidders.

**Article 8. CONTRACT DOCUMENTS.**

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the **CONTRACT** as though physically attached as a part thereof:

- 8.1.1 Change Orders.
- 8.1.2 Field Orders.
- 8.1.3 Contract for Construction.
- 8.1.4 Exhibits to this Contract.
- 8.1.5 Supplementary Conditions.
- 8.1.6 General Conditions.
- 8.1.7 The Department of Environmental Protection permit and the South Florida Water Management District permit for the Project
- 8.1.8 Specifications bearing the title: KEYS RV WASTE WATER COLLECTION SYSTEM
- 8.1.9. Drawings consisting of a cover sheet and sheets numbered G-1 through D-05 inclusive with each sheet bearing the following general title: KEYS RV WASTE WATER COLLECTION SYSTEM
- 8.1.10. Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by **CONTRACTOR**, Notice of Award and Notice to Proceed.
- 8.1.11. Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14. The Contract Documents shall remain the property of the **CITY**. The **CONTRACTOR** shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided;

however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other Projects without the City's prior written authorization.

- 8.1.15. The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [XX] does not [ ] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

## Article 9. MISCELLANEOUS.

9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.

9.2. Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Severability: Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5. Remedies: If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

9.6. Access to Public Records: The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7. Inspection and Audit: During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8. Counterparts: This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.9. Notices: Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:



**FOR CONTRACTOR:**

Caribe Utilities of Florida, Inc.  
11110 North Kendal Drive  
Suite 104  
Miami, FL 33176  
Attn: Miguel Cabranes

**FOR CITY:**

City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
ATTN: Roger Hernstadt, City Manager

**WITH COPY TO:**

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 W. Flagler Street, Suite 2200  
Miami, Florida 33130  
ATTN: City Attorney

**9.10. Waiver Of Jury Trial And Venue:** The **CITY** and **CONTRACTOR** knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in the Middle Keys Division, Monroe County, Florida.

**9.11. Attorneys' Fees:** If either the **CITY** or **CONTRACTOR** is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

**9.12. Amendments:** This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the \_\_\_<sup>Feb.</sup>24<sup>th</sup> day of January, 2012, and by **Caribe Utilities of Florida Inc. (Contractor)**, signing by and through its **President**, duly authorized to execute same.

**CITY**

ATTEST

Marie Clavier

City Clerk

21 day of February, 2012.

CITY OF MARATHON, FLORIDA

[Signature]  
City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: [Signature]  
City Attorney

**CONTRACTOR**

WITNESS

Caribe Utilities of Florida Inc.

By: Daisy Keenan

[Signature]  
Miguel Cabranes, President

By: [Signature] / VP / Secretary  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name/Title signed above)

3<sup>rd</sup> day of February, 2012

(\* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Daisy Bereino, certify that I am of the Secretary Caribe Utilities of Florida Inc, and that Miguel Cabranes, who signed the Bid with the City of Marathon, Monroe County, Florida for Caribe Utilities of FL Inc, is The President of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 3rd day of February, 2012.

(SEAL) D. Bereino  
Signature

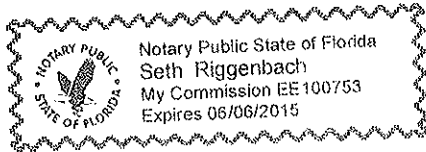
Daisy Bereino / Secretary  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 3rd day of February, 2012.

My Commission Expires: 06/06/2015

Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Miguel Cabranes, certify that I am the President of Caribe Utilities of Florida Inc, who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled Keys RV Waste Water Collection System, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

Daisy Beceiro (Signature) Daisy Beceiro / VP / Secretary (Typed Name w/Title)

\_\_\_\_\_  
(Signature) (Typed Name w/Title)

\_\_\_\_\_  
(Signature) (Typed Name w/Title)

Signed and sealed this 3 day of February, 2012

(SEAL) [Signature]  
Signature

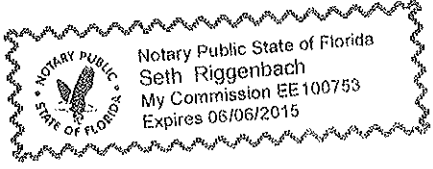
Miguel Cabranes / President  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 3<sup>rd</sup> day of February, 2012

My Commission Expires: 06/06/2015

[Signature]  
Notary Public



CHANGE ORDER NO. \_\_\_\_\_

TO: City of Marathon

PROJECT: KEYS RV WASTE WATER COLLECTION SYSTEM

CONTRACTOR:      DATE: \_\_\_\_\_

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$\_\_\_\_\_ under the Agreement will be [unchanged] [changed] by this Change Order, and (b) the schedule for performance of Work will be [unchanged] [changed] by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

THE CITY OF MARATHON  
a Florida municipal corporation

CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF SECTION

**International Fidelity Insurance Company**  
1060 Maitland Center Commons, Suite 310  
Maitland, FL 32751  
(407) 661-4076  
Fax: (407) 661-4074  
www.ific.com



**BOND RIDER**

To be attached to, and form a part of Bond No. SEIFSU0583084 dated the 5th day of March, 2012, with Caribe Utilities of FL Inc as Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY as Surety, in favor of City of Marathon, as Obligee. It is understood and agreed that the bond is changed or revised in the particulars checked below:

Name of Principal changed to: \_\_\_\_\_

Other Paragraph 5. on the Performance Bond is deleted in its entirety.

Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This bond Rider shall become effective as of March 5, 2012.

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this 29<sup>th</sup> day of March 2012.

Principal: Caribe Utilities of FL Inc.

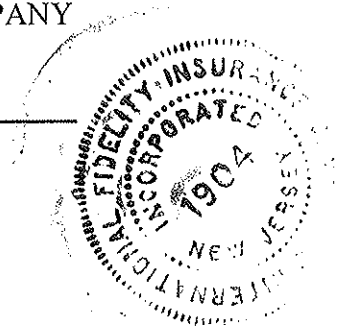
By: [Signature]

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: [Signature]

Attorney-in-Fact & Fla Res Agent

Ramon A Rodriguez



# 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 laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ROBERT P. HOLLANDER, RAMON A. RODRIGUEZ, FAUSTO ALVAREZ

Doc# 1881945  
Bk# 2568 Pg# 2316

Miami Lakes, FL.

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, and 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.

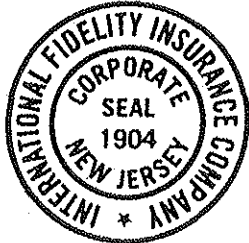
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

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 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 the 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.



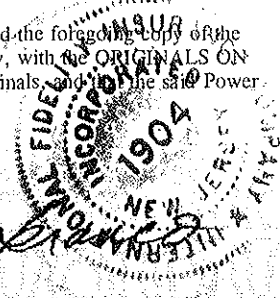
IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March. 27, 2014

### 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 as set forth in said Power of Attorney, with the ORIGINALS ON 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 29th day of March, 2012

  
Assistant Secretary

SECTION 00610  
SEIFSU0583084

PERFORMANCE BOND

BY THIS BOND (the "Bond"), We as CARIBE UTILITIES OF FL INC.,  
called CONTRACTOR, and INTERNATIONAL FIDELITY INSURANCE COMPANY,  
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal  
corporation, hereinafter called CITY, in the amount of SIX HUNDRED FIFTY SEVEN THOUSAND  
THREE HUNDRED TWENTY TWO 00/100 Dollars

for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal  
representatives, executors, administrators, successors and assigns, jointly and severally, with  
reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: KEYS RV WASTE WATER COLLECTION SYSTEM

THE CONDITION OF THIS BOND is that if the CONTRACTOR:


1. Performs said contract in accordance with its terms and conditions; and
  2. Pays CITY all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
  3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
  4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;
  5. Under no circumstances shall the liability of the Surety exceed the
- THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE. penal sum of the Bond

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.



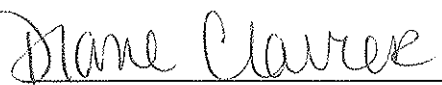
CITY

CITY OF MARATHON, FLORIDA

By:  \_\_\_\_\_

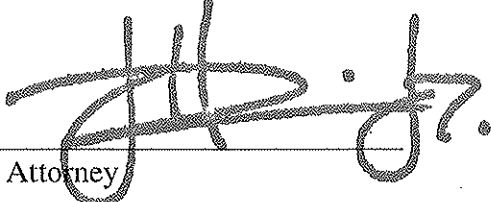
The 5<sup>TH</sup> day of MARCH, 20<sup>12</sup>.

AUTHENTICATION:

  
\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF THE  
CITY OF MARATHON ONLY:

  
\_\_\_\_\_  
City Attorney

**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Address

**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

Business Name and Address

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Signature of Individual

**WHEN A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Name and Address of Partnership

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:


(Corporate Seal)

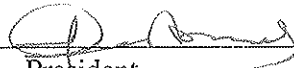
CARIBE UTILITIES OF FL INC.

(Type Corporate Principal Name)

Business Address

11130 SW 88 ST #104, MIAMI, FL 33175

  
\_\_\_\_\_  
(Secretary)

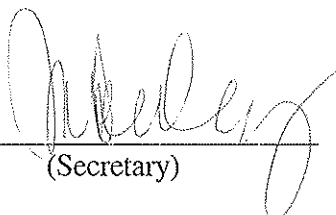
By:   
\_\_\_\_\_  
President  
MIGUEL CABRANES, PRESIDENT

SURETY

ATTEST:

(Surety Seal)

INTERNATIONAL FIDELITY INSURANCE COMPANY  
(Type Corporate Surety Name)

  
\_\_\_\_\_  
(Secretary)

Business Address  
ONE NEWARK CENTER 20TH FLOOR  
NEWARK, NJ 07102  
By:  
SURETY

  
By: \_\_\_\_\_  
Florida Resident Agent

RAMON A RODRIGUEZ

(Type Florida Resident's Name)

305-714-4400

Florida Agent's Business Telephone Number

**ATTORNEY-IN-FACT**

By:  \_\_\_\_\_

Name RAMON A RODRIGUEZ  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

SECTION 00620  
SEIFSU 0583084

PAYMENT BOND

BY THIS BOND (the "Bond"), We as CARIBE UTILITIES OF FL INC., called CONTRACTOR, and INTERNATIONAL FIDELITY INSURANCE COMPANY hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of SIX HUNDRED FIFTY SEVEN THOUSAND THREE HUNDRED TWENTY TWO 00/100 Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: Contract #1: Marathon Service Area 3 Wastewater Treatment Facility

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

**The provisions and limitations of Section 255.05 or 713.23, Florida Statutes whichever is applicable to the contract, are incorporated in this bond by reference.**

IN WITNESS WHEREOF, this instrument is executed this the 5<sup>TH</sup> day of  
MARCH, 2012.

**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Address

**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

Business Name and Address

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Signature of Individual

**WHEN A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Name and Address of Partnership

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Partner)


WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

CARIBE UTILITIES OF FL INC  
(Corporate PRINCIPAL Name)

11130 SW 88 ST #104, MIAMI, FL 33176  
Business Address

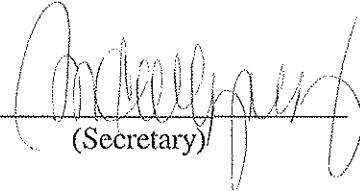
  
Secretary

By:   
President  
MIGUEL CABRANES, PRESIDENT

ATTEST:

(Surety Seal)


INTERNATIONAL FIDELITY INSURANCE COMPANY  
\_\_\_\_\_  
(Corporate SURETY)

  
\_\_\_\_\_  
(Secretary)

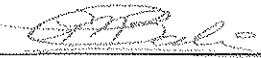
Business Address  
ONE NEWARK CENTER 20TH FLOOR, NEWARK, NJ

By: \_\_\_\_\_  
(Surety)

07102

  
\_\_\_\_\_  
Florida Resident Agent  
RAMON A RODRIGUEZ

**ATTORNEY-IN-FACT**

By:  \_\_\_\_\_

Name RAMON A RODRIGUEZ  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.



# 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 laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ROBERT P. HOLLANDER, RAMON A. RODRIGUEZ, FAUSTO ALVAREZ

Doc# 1881945  
BK# 2568 Pg# 2326

Miami Lakes, FL.

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, and 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 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.



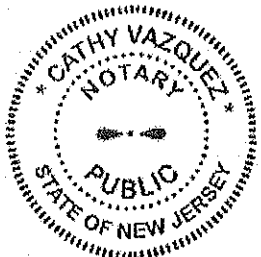
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

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 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 affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

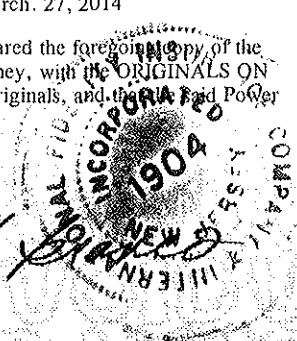
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March. 27, 2014

### 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 as set forth in said Power of Attorney, with the ORIGINALS ON 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 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 5th day of March, 2012

MONROE COUNTY  
OFFICIAL RECORDS

  
Assistant Secretary

International Fidelity Insurance Company  
1060 Maitland Center Commons, Suite 310  
Maitland, FL 32751  
(407) 661-4076  
Fax: (407) 661-4074  
www.ific.com

Doc# 1903773  
Bk# 2594 Pg# 1181



**BOND RIDER**

To be attached to, and form a part of Bond No. SEIFSU0583084 dated the 5<sup>th</sup> day of March, 2012, with Caribe Utilities of FL Inc. as Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY as Surety, in favor City of Marathon, as Obligee. It is understood and agreed that the bond is changed or revised in the particulars checked below:

- Name of Principal changed to: \_\_\_\_\_
- Amount of Bond is increased from \$657,322 to \$907,322
- Other \_\_\_\_\_

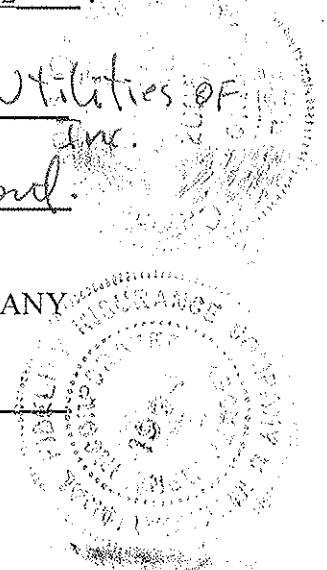
Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This bond Rider shall become effective as of October 2, 2012.

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this 2nd day of October 2012.

Principal: D Cabranes / Caribe Utilities of Florida Inc.  
By: Miguel Cabranes / President.

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: \_\_\_\_\_  
Attorney-in-Fact & Fla Res Agent  
Ramon A Rodriguez



# 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 laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ROBERT P. HOLLANDER, RAMON A. RODRIGUEZ, FAUSTO ALVAREZ

Doc# 1903773  
Bk# 2594 Pg# 1182

Miami Lakes, FL.

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, and 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 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.



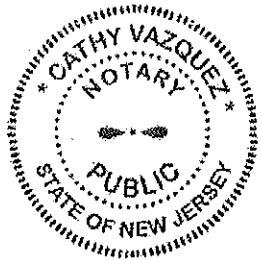
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INTERNATIONAL FIDELITY INSURANCE COMPANY

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 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 affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### 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 as set forth in said Power of Attorney, with the ORIGINALS ON 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 2nd day of October, 2012

MONROE COUNTY  
OFFICIAL RECORDS

Assistant Secretary