

**CITY OF MARATHON, FLORIDA
RESOLUTION 2012-34**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE LOW BID AND APPROVING AWARD OF CONTRACT TO CEB CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$51,728.00, FOR RECONSTRUCTION OF THE COCO PLUM MULTI-USE TRAIL FROM AVENUE G TO AVENUE I; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND APPROPRIATE FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") recently completed the first phase of the reconstruction of the Coco Plum Recreational Trail from US1 to Avenue G ("Coco Plum Trail Phase I"); and

WHEREAS, Coco Plum Trail Phase I was completed with grant funding of \$207,500.00 from the Florida Department of Environmental Protection Recreational Trails Program ("FDEP"); and

WHEREAS, Coco Plum Trail Phase I was completed under budget, and \$30,248.00 of grant funding is still available from FDEP to complete reconstruction of the Coco Plum Recreational Trail from Avenue G to Avenue I ("Coco Plum Trail Phase II"); and

WHEREAS, the City issued an Invitation to Bid for Coco Plum Trail Phase II on March 2, 2012; and

WHEREAS, one bid was submitted by CEB Construction, Inc. ("Contractor") in the amount of \$51,727.47, which is below the engineering estimate and the \$60,500.00 budgeted for Coco Plum Trail Phase II; and

WHEREAS, the City Council desires to enter into a contract with Contractor for the reconstruction of Coco Plum Trail Phase II in an amount not to exceed \$51,728.00.

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 for Coco Plum Trail Phase II in an amount not to exceed \$51,728.00, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and appropriate funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 27th DAY OF MARCH, 2012.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Vice Mayor

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

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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

City Attorney

SECTION 00500
CONSTRUCTION CONTRACT

THIS CONTRACT (the "Contract") is dated as of the 11 day of April 2012 by and between THE CITY OF MARATHON (hereinafter called the "CITY") and CEB Construction, Inc. (hereinafter called CONTRACTOR) located at 2451 NW 109th Ave., Unit 4 Miami, FL 33172.

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 CITY OF MARATHON – COCO PLUM MULTI-USE TRAIL, PHASE 2A CONSTRUCTION PROJECT.

1. The project consists of Paving, grading, striping of approximately 1,600 linear feet of asphalt path along Coco Plum Drive from Avenue G TO Avenue I, in the City of Marathon.

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 Carlos Solis 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 Carlos A. Solis, P.E. 9805 Oversea Hwy, Florida 33050.

Article 3. TERM

3.1 Contract Times. The work shall be substantially completed within **Forty Five (45)** calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and **Sixty (60)** calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2. Term. This Contract shall not be effective until the City issues a Notice To Proceed to the Contractor and the terms of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 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 **Five Hundred Dollars (\$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 **One Thousand Dollars (\$1,000.00)** 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 The contract is a Lump Sum Contract based on the items of work established below and in the contract documents. The established unit prices shall be used for any addition or deletion of work items as directed by the City.

4.1.2 Unit Prices (Combined Bid Form)

<u>ITEM</u> <u>#</u>	<u>ITEM</u> <u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u> <u>S</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	MOBILIZATION	1	LS	\$7,899.00	\$7,899.00

2	MAINTENANCE OF TRAFFIC	1	LS	\$2,499.00	\$2,499.00
3	SITE WORK	1	LS	\$5,499.00	\$45,499.00
4	LIMEROCK BASE	508	SY	\$9.99	\$5,074.92
5	SOD	464	SY	\$5.99	\$2,779.36
6	2" TYPE SIII ASHALTIC CONCRETE, LEVELING COURSE	308	SY	\$14.99	\$4,616.92
7	TYPE SIII ASHALTIC CONCRETE, 1 1/2" SURFACE COURSE	131	SY	\$19.99	\$2,618.69
8	TYPE SIII ASHALTIC CONCRETE, 1" SURFACE COURSE	742	SY	\$10.99	\$8,154.58
9	PAVEMENT MARKINGS, THERMOPLASTIC, CROSSWALK	2	EA	\$4,999.00	\$998.00
10	PAVEMENT MARKINGS, THERMOPLASTIC, BIKE LANE MARKING	4	EA	\$999.00	\$3,996.00
11	DETECTABLE WARNING ON WALKING SURFACE, 24" WIDE	4	EA	\$399.00	\$1,596.00
12	PATTERNED, COLORED, TEXTURED PAVEMENT	4	EA	\$1,499.00	\$5,996.00
TOTAL BASE BID CONTRACT					\$51,727.47

Fifty One Thousand Seven Hundred Twenty & 47/100
Written Bid Amount

\$51,727 (Dollars) 47 (cents)
Bid Amount

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.

THIS IS A LUMP SUM CONTRACT. QUANTITIES ARE PROVIDED FOR THE BIDDERS CONVENIENCE, AND ESTABLISHMENT OF UNIT PRICE. BIDDER IS TO VERIFY QUANTITIES IN PREPARATION OF THE BID.

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 be made until **CONTRACTOR** delivers to **CITY** complete original partial releases and waivers of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating receipt of partial payment due each for work performed since last progress payment. The partial release shall be accompanied by an affidavit stating that, so far as **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. The form of the partial release and waiver of lien and affidavit specified herein shall be approved by the **CITY**. The acceptance of a progress payment shall constitute a waiver of all claims by **CONTRACTOR** against **CITY** for all Work performed through the date of the progress payment and **CONTRACTOR** expressly waives any claims for any additional compensation, damages or time extensions.

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. The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR against CITY and CONTRACTOR expressly waives any claims for any additional compensation, damages or time extensions.

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 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**, or any other applicable federal or State Agency 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 Technical Specifications bearing the title: Technical Specifications for **CITY OF MARATHON – COCO PLUM MULTI-USE TRAIL, PHASE 2A CONSTRUCTION PROJECT.**

8.1.9 Drawings consisting of sheets numbered T1, T2, C1 thru C18A, D1 thru D4, with each sheet bearing the following general title: **CITY OF MARATHON – COCO PLUM MULTI-USE TRAIL, PHASE 2A CONSTRUCTION PROJECT.**

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:

CEB Construction, Inc.

2451 NW 109th Ave., Unit 4

Miami, FL 33172

ATTN: Javier Bustos, President

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: CITY signing by and through its Mayor, Vice Mayor or City Manager, authorized to execute same by Council action on the 27 day of March, 2012, and CONTRACTOR signing by and through its President, duly authorized to execute same.

CITY

ATTEST

Diane Clavier
City Clerk, Diane Clavier

Roger T. Hernstadt
Roger T. Hernstadt, City Manager

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

[Signature]
City Attorney

CONTRACTOR

WITNESSES:

[Signature]
Name: Art Senti

[Signature]
Name: Ana Senti

[Signature]
By: JAVIER BUSTOS
Its: _____

(Corporate Seal)

(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.*

EXHIBIT "A"
CHANGE ORDER

CHANGE ORDER NO. _____

TO: City of Marathon

**PROJECT: CITY OF MARATHON – COCO PLUM MULTI-USE TRAIL, PHASE I
CONSTRUCTION PROJECT**

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

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name: Western Surety Company
PO Box 5077
Sioux Falls, SD, 57117-5077
(800) 331-6053

Bond Number: 71245971

Contractor Name: CEB Construction, Inc.
2451 NW 109th Ave., Unit #4
Miami, FL, 33172
(305) 591-4440

Owner Name: City of Marathon
9895 Overseas Highway
Marathon, FL 33050

Project Number: N/A

Project Description: Coco Plum Multi-Use, Phase 2A Construction Project

Project Address: City of Marathon, Monroe County, Florida

Legal Description of Property: Coco Plum Multi-Use, Phase 2A Construction Project

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

SECTION 00610
PERFORMANCE BOND

BY THIS BOND (the "Bond"), We as CEB Construction, Inc.,
called CONTRACTOR, and Western Surety Company,
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal
corporation, hereinafter called CITY, in the amount of Fifty One Thousand Seven Hundred Twenty
and 47/100 (\$51,727.47) 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: City of Marathon Coco Plum Multi-Use Trail Phase I Construction Project.

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;

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 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 14 day of April, 2012.

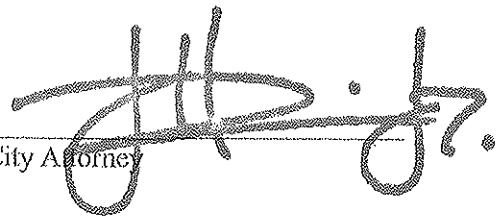
AUTHENTICATION:



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: N/A

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME: N/A

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP: N/A

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)

CEB Construction, Inc.

(Type Corporate Principal Name)

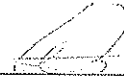
2451 NW 109th Ave., Unit #4
Miami, FL 33172

Business Address



(Secretary)

By:



President

SURETY

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

Western Surety Company

Business Address

P.O. Box 5077
Sioux Falls, SD 57117-5077

See Power of Attorney Attached

(Secretary)

By:

SURETY

By:

Florida Resident Agent

Michael A. Bonet, FL Resident Agent


(Type Florida Resident's Name)

(305) 461-8205

Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By:



Name Michael A. Bonet, Attorney-In-Fact

(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
PAYMENT BOND

BY THIS BOND (the "Bond"), We as CEB Construction, Inc., called CONTRACTOR, and Western Surety Company, hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of Fifty One Thousand Seven Hundred Twenty Seven and 47/100 (\$51,727.47) 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: **CITY OF MARATHON -- COCO PLUM MULTI-USE TRAIL, PHASE 2A**

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.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20____.

WHEN THE PRINCIPAL IS AN INDIVIDUAL: N/A

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME: N/A

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP: N/A

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)



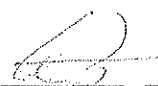
Secretary

CEB Construction, Inc.

(Corporate PRINCIPAL Name)

2451 NW 109th Ave., Unit #4
Miami, FL 33172

Business Address

By: 

President

ATTEST:

(Surety Seal)

Western Surety Company

(Corporate SURETY)

P.O. Box 5077

Sioux Falls, SD 57117-5077

Business Address

See Power of Attorney Attached

By: [Signature]
(Surety)

(Secretary)

Michael A. Bonet
Florida Resident Agent

ATTORNEY-IN-FACT

By: [Signature]

Name Michael A. Bonet
(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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Bonet, Individually

of Miami, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 29th day of January, 2010.



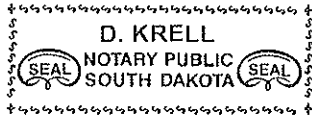
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of January, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name: Western Surety Company
PO Box 5077
Sioux Falls, SD, 57117-5077
(800) 331-6053

Bond Number: 71245971

Contractor Name: CEB Construction, Inc.
2451 NW 109th Ave., Unit #4
Miami, FL, 33172
(305) 591-4440

Owner Name: City of Marathon
9895 Overseas Highway
Marathon, FL 33050

Project Number: N/A

Project Description: Coco Plum Multi-Use, Phase 2A Construction Project

Project Address: City of Marathon, Monroe County, Florida

Legal Description of Property: Coco Plum Multi-Use, Phase 2A Construction Project

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

SECTION 00610
PERFORMANCE BOND

BY THIS BOND (the "Bond"), We as CEB Construction, Inc.,
called CONTRACTOR, and Western Surely Company,
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal
corporation, hereinafter called CITY, in the amount of Fifty One Thousand Seven Hundred Twenty
and 47/100 (\$51,727.47) 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: City of Marathon Coco Plum Multi-Use Trail Phase I Construction Project.

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;

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 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: 

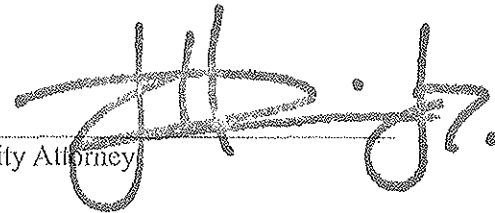
The 24 day of April, 2012.

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: N/A

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME: N/A

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP: N/A

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)

CEB Construction, Inc.

(Type Corporate Principal Name)

2451 NW 109th Ave., Unit #4
Miami, FL 33172

Business Address



(Secretary)

By: 

President

SURETY

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

Western Surety Company

Business Address

P.O. Box 5077
Sioux Falls, SD 57117-5077

See Power of Attorney Attached

(Secretary)

By:
SURETY

By: 

Florida Resident Agent

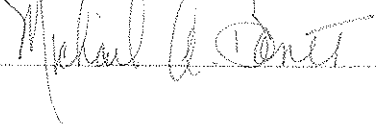
Michael A. Bonet, FL Resident Agent

(Type Florida Resident's Name)

(305) 461-8205

Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By: 

Name Michael A. Bonet, Attorney-In-Fact
(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
PAYMENT BOND

BY THIS BOND (the "Bond"), We as CEB Construction, Inc., called CONTRACTOR, and Western Surety Company, hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of Fifty One Thousand Seven Hundred Twenty Seven and 47/100 (\$51,727.47) 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: **CITY OF MARATHON – COCO PLUM MULTI-USE TRAIL, PHASE 2A**

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.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20____.

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**: N/A

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

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

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A **PARTNERSHIP**: N/A

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

By: _____
(Partner)

WHEN THE PRINCIPAL IS A **CORPORATION**:

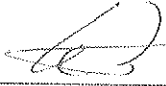
ATTEST:

(Corporate Seal)

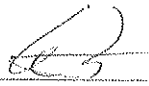
CEB Construction, Inc.

(Corporate PRINCIPAL Name)
2451 NW 109th Ave., Unit #4
Miami, FL 33172

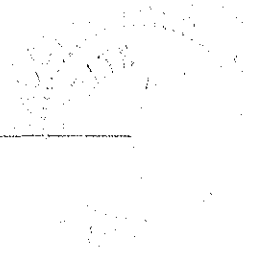
Business Address



Secretary

By: 

President



ATTEST:

(Surety Seal)

Western Surety Company

(Corporate SURETY)

P.O. Box 5077

Sioux Falls, SD 57117-5077

Business Address

See Power of Attorney Attached

By: Michael A. Bonet

(Surety)

(Secretary)

Michael A. Bonet

Florida Resident Agent

ATTORNEY-IN-FACT

By: Michael A. Bonet

Name Michael A. Bonet

(Type)

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

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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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Doc# 1881238
Bk# 2568 Pg# 67

Michael Bonet, Individually

of Miami, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 29th day of January, 2010.



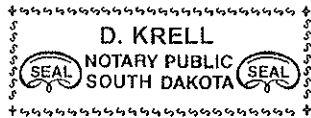
WESTERN SURETY COMPANY

Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of January, 2010, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

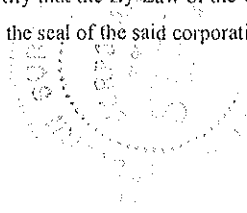
My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BOND RIDER

To be attached to and form a part of Bond No. 7124571, dated on or around April 3, 2012, and issued on behalf of CEB Construction, Inc., as Principal, to City of Marathon, as Obligee.

It is hereby understood and agreed that the bond is changed or revised in the particular manner as checked below:

Name or Address of Principal changed to:

Amount of Bond Changed from:

to:

Other

1) Bond Number Changed to 71254937

2) Contract Title Changed to "City of Marathon Coco Plum Multi-Use Trail, Phase 2A Construction Project"

This rider shall become effective as of May 17, 2012.

IN WITNESS WHEREOF, Western Surety Company has caused its Corporate Seal to be hereunto affixed this 1st day of June, 2012.

Western Surety Company

By: Michael A. Bonet

Michael A. Bonet, Attorney-In-Fact &
Florida Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Bonet, Individually

Doc# 1889905
Bk# 2578 Pg# 221

of Miami, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 29th day of January, 2010.



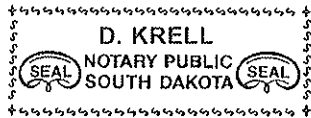
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of January, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1 day of June 2012



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Doc# 1889905
Bk# 2578 Pg# 221 A