

Contract No. CM1456
Bid/RFP No. NC09-025

**AGREEMENT FOR DESIGN/BUILD SERVICES
WEST NASSAU CONVENIENCE CENTER**

THIS AGREEMENT entered into this 27th day of July, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and **Kendale Design/Build General Contractor, LLC**, 4501 Beverly Avenue, Jacksonville, Florida 32210, hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary final design, labor, equipment, material, and transportation for the WEST NASSAU CONVENIENCE CENTER, BID NO. NC09-025, hereinafter referred to as the "Work".

2. WORK includes, but is not limited to, completing the final design and verifying the boundary of the site, the topography, the underlying soils and existing site features. The work will include minor clearing and demolition within the work area as defined in the drawings. The contractor will replace the existing boundary fence within the project limits and install new chain link fence and swing gates as shown on the drawings. An option for fence fabric will be provided for the north side fence only. The contractor will provide shop drawings for all materials used in construction or installation in association with the project. The remaining site improvements consist of construction of a new concrete pad for recycling/transfer facility bins or containers, along with pavement markings and storm water drainage system improvements including a conveyance swale and a pond with outfall structure.

The proposed storm water management system consists of a wet detention lake designed to handle 37.3% impervious cover over the drainage basin area. The drainage basin area that is routed through the wet detention lake includes 2.22 acres of the site. The proposed wet detention lake will discharge across the landfill access road along the south side of the site in a culvert into the existing wetlands. The permit for this system has been submitted to St. Johns River Water Management District (SJRWMD). Request for Information (RFI) comments received from SJRWMD initial review of the plans was addressed in Addendum No. 1 of the Request for Proposal (RFP), Bid No. NC09-025. Any significant design changes in the plans will be considered a

modification to the scope and addressed by a change order. No work shall commence until the SJRWMD permit has been issued. The contractor will adhere to the permit requirements.

3. The Contractor will commence the Work required by the Contract Documents upon issuance of the Notice to Proceed and will **SUBSTANTIALLY** COMPLETE the project on or before September 30, 2009, and fully complete the Project in total of seventy (70) days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed by September 30, 2009. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing between the date established herein for substantial completion and the actual date upon which substantial completion is achieved. Moreover, if after seventy (70) calendar days after the date of issuance of the Notice to Proceed, the Project is not fully and finally complete, then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above-named Contractor to be the best qualified to perform the work on the above referenced Project, and has duly awarded this Contract to said Contractor, for the lump-sum named in the proposal, to-wit:

Base Bid	\$238,771.00
Option #1	\$ 2,500.00
Option #2	\$ 756.00

Total Lump Sum: Two hundred forty-two thousand and twenty-seven dollars and no cents (\$242,027.00)

The Owner shall pay the Contractor for the Work performed as follows: Lump Sum amount for each of the items listed in the bid summary.

The Owner reserves the right to make additions or deletions to work and/or any portions of the work. Compensation will be agreed to with a negotiated change order.

5. The Owner will pay the Contractor in a manner and at such times pursuant to Florida's Prompt Payment Act, Florida Statutes, Section 218.70.Prompt Payment Act.

6. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Request for Proposals, Bid No. NC09-025
- c. Cost Proposal
- d. Sworn Statement
- e. Agreement
- f. Notice of Award
- g. Notice to Proceed
- h. Change Order Request
- i. Performance Bond
- j. Payment Bond
- k. Hold Harmless Agreement
- l. General Conditions
- m. Specifications prepared by the Engineer
- r. Construction Plans prepared by the Engineer
- s. Soils Report
- t. Addenda

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

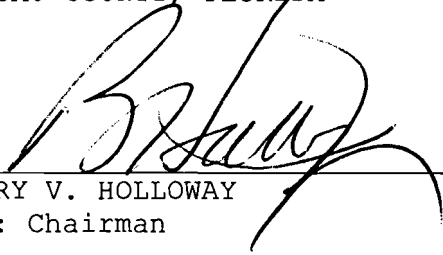
8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

9. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



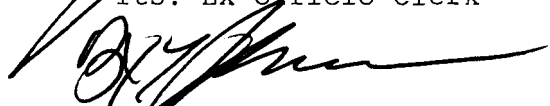
BARRY V. HOLLOWAY
Its: Chairman

ATTEST: *Chairman*
Signature only



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

OK 7/27/09

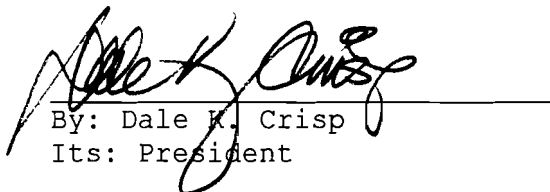


Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

KENDALE DESIGN/BUILD GENERAL
CONTRACTORS, LLC:



By: Dale K. Crisp
Its: President

Performance and Payment Bond

Public Work

Surety Bond No.: MI2579

As to the Contractor/Principal:

Name: **Kendale Design/Build General Contractor, LLC**

Principal Business Address: **4501 Beverly Avenue, Jacksonville, FL 32210**

Telephone: **(904) 384-8611**

As to the Surety:

Name: **Machinery Insurance, Inc. an Assessable Mutual Insurer**

Principal Business Address: **P.O. Drawer 41490, Jacksonville, FL 32203**

Telephone: **(904) 353-3181**

As to the Owner of the Property/Contracting Public Entity:

Name: **Nassau County Board of County Commissioners**

Principal Business Address: **76347 Veterans Way, Suite 456, Yulee, FL 32097**

Telephone: _____

Project Description: West Nassau Convenience Center Bid No. NC09-025

Legal Description of Project: West Nassau Convenience Center Bid No. NC09-025

This bond has been furnished to comply with the requirements of F.S.A. 255.05. This bond is hereby amended such that All provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provisions of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/ payment bond(s) regardless of preprinted numbers on the other pages issued in compliance with Florida Statute 255.05

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Kendale Design/Build General Contractor, LLC
4501 Beverly Avenue, Jacksonville, FL 32210

SURETY (Name and Address of Principal Place of Business):
Machinery Insurance, Inc. An Assessable Mutual Insurer
P. O. Drawer 41490
Jacksonville, FL 32203

OWNER (Name and Address):
Nassau County Board of County Commissioners
76347 Veterans Way, Suite 456
Yulee, FL 32097

CONTRACT

Date:
Amount: **Two Hundred Forty Two Thousand Twenty Seven and 00/100 (\$242,027.00) DOLLARS**
Description (Name and Location): **West Nassau Convenience Center**
Bid No. NC09-025


BOND

Bond Number: **MI2579**
Date (Not earlier than Contract Date):
Amount: **Two Hundred Forty Two Thousand Twenty Seven and 00/100 (\$242,027.00) DOLLARS**
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

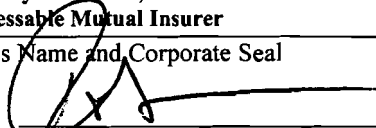
Company: **Kendale Design/Build General Contractor, LLC**

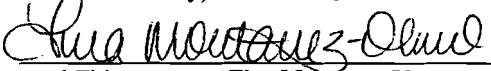
Signature:  (Seal)
Name and Title: **DALE K. CRISP**
PRESIDENT

SURETY

Machinery Insurance, Inc.
An Assessable Mutual Insurer (Seal)

Surety's Name and Corporate Seal

By: 
Signature and Title: **Robert T. Theus**
(Attach Power of Attorney) **Attorney-In-Fact**

Attest: 
Signature and Title: **Tina Montanez-Olmo**
Witness

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker Cecil W. Powell & Company, 219 N. Newnan Street, Jacksonville, FL 32202 (904) 353-3181
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Kendale Design/Build General Contractor, LLC
4501 Beverly Avenue, Jacksonville, FL 32210

SURETY (Name and Address of Principal Place of Business):
Machinery Insurance, Inc. An Assessable Mutual Insurer
P. O. Drawer 41490
Jacksonville, FL 32203

OWNER (Name and Address):
Nassau County Board of County Commissioners
76347 Veterans Way, Suite 456, Yulee, FL 32097

CONTRACT

Date:

Amount: Two Hundred Forty Two Thousand Twenty Seven and 00/100 (\$242,027.00) DOLLARS

Description (Name and Location): West Nassau Convenience Center
Bid No. NC09-025

BOND

Bond Number: MI2579

Date (Not earlier than Contract Date):

Amount: Two Hundred Forty Two Thousand Twenty Seven and 00/100 (\$242,027.00) DOLLARS

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Kendale Design/Build General Contractor, LLC

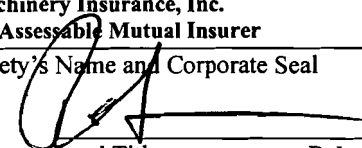
Signature:  (Seal)
Name and Title:


DALE K. CRISP
PRESIDENT

SURETY

Machinery Insurance, Inc.
An Assessable Mutual Insurer (Seal)

Surety's Name and Corporate Seal

By: 
Signature and Title **Robert T. Theus**
(Attach Power of Attorney) **Attorney-In-Fact**

Attest: 
Signature and Title **Tina Montañez-Olmo**
Witness

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker: Cecil W. Powell & Company, 219 N. Newnan Street, Jacksonville, FL 32202 (904) 353-3181
Owner's Representative (engineer or other party):

**MACHINERY INSURANCE, INC.
AN ASSESSABLE MUTUAL INSURER**

GENERAL POWER OF ATTORNEY

Know by these Presents, that Machinery Insurance, Inc., An Assessable Mutual Insurer, organized pursuant to Chapter 627.6011 et.seq., Florida Statutes (1991) and filed with the Florida Department of Insurance, does hereby appoint

**Robert T. Theus – Roger R. Hurst – Walter N. Myers
Individually of Jacksonville**

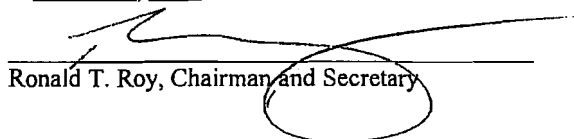
its true and lawful attorney-in-fact, with full authority to execute on its behalf, surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the company thereby. This authority extends to any and all consents required by the State of Florida incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, and shall apply to surety bonds or undertakings and other documents of similar character not to exceed:

Two hundred fifty thousand dollars (\$250,000.00)

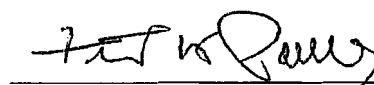
This Power of Attorney is signed and sealed by facsimile under and by the authority of the following extract of the Minutes of a special meeting of the Board of Directors of the Company at a meeting duly called and held on October 13, 1992.

"Upon a motion duly made and carried, the following action was taken: Resolved, the Chairman, President or Secretary shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute, on behalf of the company, fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided however, the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, Machinery Insurance, Inc., An Assessable Mutual Insurer, has executed and attested these presents this 5th day of December, 2007.



Ronald T. Roy, Chairman and Secretary




Fitzhugh K. Powell, Sr., President and Treasurer

**STATE OF FLORIDA
CITY OF JACKSONVILLE**

On this 5th day of December, 2007, before the subscriber, a Notary Public of the State of Florida, duly commissioned and qualified, came the above named Officers of Machinery Insurance, Inc., An Assessable Mutual Insurer to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

TINA MONTANEZ-OLMO
Notary Public, State of Florida
My comm. exp. Aug. 18, 2008
Comm. No. DD 347878

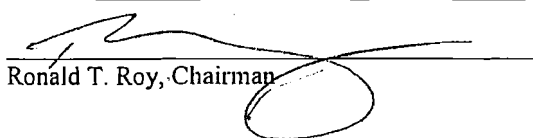


Notary Public

CERTIFICATE

I, the undersigned, Chairman of Machinery Insurance, Inc., An Assessable Mutual Insurer, A Florida Corporation, do hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the town of Jacksonville in the State of Florida. Dated this _____ day of _____, _____.



Ronald T. Roy, Chairman