

Bid

**A RESOLUTION ACCEPTING THE PROPOSAL OF DESIGN BUILD ENGINEERS & CONTRACTORS, INC. PERTAINING TO CONTRACT 15-C-00012; SIDEWALK MAINTENANCE AND RESTORATION, CITYWIDE FY15, IN THE AMOUNT OF \$456,032.50; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on January 20, 2015, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Sidewalk Maintenance and Restoration, Citywide FY15, and recommends to this Council that the proposal of Design Build Engineers & Contractors, Inc. be accepted, funds therefore being available in the appropriate account;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The proposal of Design Build Engineers & Contractors, Inc. in the total amount of \$456,032.50 for construction of the Sidewalk Maintenance and Restoration, Citywide FY15, in accordance with plans, specifications and other related contract documents prepared by the Contract Administration Department, is hereby approved and accepted; and the Contract is hereby awarded to the said Contractor.

Section 2. This Resolution, which is not part of the contract documents, authorizes the Mayor to execute and the City Clerk to attest and affix the official seal of the City of Tampa to the Contract for and on behalf of the City of Tampa.

Section 3. Plans, specifications and contract documents for the construction of said Project, which documents are now on file in the office of the Contract Administration Department of the City of Tampa, are hereby approved in their entirety or in substantially similar form.

Section 4. The Director of the Contract Administration Department is hereby authorized to issue, in written form only, work directive changes authorizing additions, deletions or revisions resulting from unforeseen conditions or emergencies, said directives to be incorporated in subsequently issued change orders approved by the City Council.

Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

Section 6. The bid security of the bidders shall be returned in accordance with the provisions of the contract documents for this project.

Section 7. Funding for award of a contract for construction services in the amount \$456,032.50 for the Sidewalk Maintenance and Restoration, Citywide FY15 project for the Department of Transportation and Stormwater Services is provided within various fund sources and will be controlled by requisition.

Section 8. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON MAR 05 2015

  
CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:  
Justin R. Vaske, Assistant City Attorney

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK

\*1% for Art: No

4/2015-10

**City of Tampa  
 BID TABULATION**

**Contract 15-C-00012; Sidewalk Maintenance and Restoration, Citywide FY15**

**Bid Opening - January 20, 2015**

Posted January 20, 2015 (Updated January 21, 2015)

<b>CONTRACTOR</b>	<b>TOTAL BID AMOUNT</b>
Design Build Engineers & Contractors, Inc	\$456,032.50
Commercial Interiors, Inc	\$470,245.00
Central Concrete Products, Inc	\$471,860.00 *
Bun Construction	\$513,185.00 *
Tampa Bay Construction & Engineering, Inc	\$542,775.00
Certus Builders, Inc	\$569,441.40 *
MTM Contractors, Inc	\$597,273.50 *
Tagarelli Construction, Inc	\$598,600.00 *
Florida Safety Contractors, Inc	\$694,940.00
George G Solar & Co	\$729,358.00
Carl Hankins, Inc	\$848,745.00 *
Stage Door II	\$879,902.50 *
Ajax Paving Industries of Florida, LLC	\$944,150.00
Southern Road & Bridge, LLC	\$954,465.00

\* Arithmetic correction by Contract Administration

Notice of Intent to Award: Unless subsequently indicated otherwise, in a revised posting, the City of Tampa intends to award the referenced project to the lowest bidder listed in this tabulation. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Bids Received By: *Jim Greiner*

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Jim Greiner, P.E.  
 City of Tampa - Contract Administration Department  
 306 E. Jackson Street - 4N  
 Tampa, FL 33602

ALB

Contract 15-C-00012; Sidewalk Maintenance and Restoration, Citywide FY15

PROPOSAL

To the Mayor and City Council of the City of Tampa, Florida:

Name of Bidder Design Build Engineers & Contractors Inc (DBE&C)

407-529-3300; mthompson@dbec.com; cwiggan@dbec.com  
Business Phone Number and Email Address

5200 Vineland Road, Suite 250, Orlando FL 32811  
Business Name and Mailing Address

407-431-6856; Collin Wiggan  
Phone Number and Name of Contact Regarding Permits

Michael Thompson; FEIN 59-374-9359  
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal 1/19/15

(If Bidder is a firm, fill in the following blanks):

Names and Residential Addresses of Partners  
\_\_\_\_\_  
\_\_\_\_\_

(If Bidder is a corporation, fill in the following blanks):

Organized under the laws of the State of Florida

Names and Address of President  
Michael Thompson, 5200 Vineland Road, Suite 250,  
Orlando FL 32811

Name and Address of Vice President  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Secretary  
\_\_\_\_\_  
\_\_\_\_\_

Names and Address of Treasurer  
\_\_\_\_\_  
\_\_\_\_\_

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

(6) That the Bidder

\_\_\_\_\_ Has; Treasury Number \_\_\_\_\_

Has not  
(Check applicable box)

previously performed work under the President's Executive Order Nos. 11246 and 11375.

- (7) That the undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and finish the required Performance Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
FDOT-515-1-2	Aluminum Handrail (FDOT Index 870-2-Rail)	75	LF	sixty	\$ 60.00	\$ 4,500.00
FDOT-515-2-3	Aluminum Handrail (FDOT Index 860-Picket)	75	LF	sixty	\$ 60.00	\$ 4,500.00
FDOT-700-20-12	SINGLE POST SIGN, F&I	2	EA	twenty	\$ 20.00	\$ 40.00
FDOT-700-20-40	SINGLE POST SIGN, RELOCATE	2	EA	twenty	\$ 20.00	\$ 40.00
FDOT-700-20-60	SINGLE POST SIGN, REMOVE	2	EA	twenty	\$ 20.00	\$ 40.00
FDOT-710-11111	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	50	LF	two	\$ 2.00	\$ 100.00
FDOT-710-11123	PAINTED PAVT MARK,STD,WHITE,SOLID, 12"	50	LF	two	\$ 2.00	\$ 100.00
FDOT-710-11125	PAINTED PAVT MARK,STD,WHITE,SOLID,24"	50	LF	four	\$ 4.00	\$ 200.00
FDOT-710-11211	PAINTED PAVT MARK,STD,YELLOW,SOLID,6"	50	LF	two	\$ 2.00	\$ 100.00
FDOT-711-11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	50	LF	six	\$ 6.00	\$ 300.00
FDOT-711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	50	LF	seven	\$ 7.00	\$ 350.00
FDOT-711-11151	THERMOPLASTIC, STD, WHITE, SOLID, 6"	50	LF	four	\$ 4.00	\$ 200.00
FDOT-711-17	PAINTED PAVT MARK, STD, REMOVE	250	LF	five	\$ 5.00	\$ 1,250.00
SP-08	Contingency Allowance	1	LS	Fifteen Thousand Dollars and No/Cents	\$ 15,000.00	\$ 15,000.00
SP-10	Min Work Order Restoration Charge	10	EA	One Thousand Dollars and No/Cents	\$ 1,000.00	\$ 10,000.00
SP-11.0	Temporary Handrail for Aluminum Handrail Repair	150	LF	ten	\$ 10.00	\$ 1,500.00

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 \*\*Error

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
SP-43	Asphaltic Concrete (Road Patching w/Marshall Mix, Type S)	50	SY	two	\$ 2.00	\$ 100.00
SP-46.01	Concrete S/W 4" Min Thickness	5,000	SY	thirty four	\$ 34.00	\$ 170,000.00
SP-46.02	Concrete S/W 6" Min Thickness	1,000	SY	thirty five	\$ 35.00	\$ 35,000.00
SP-46.03	Asphalt Path	200	TN	one hundred twenty	\$ 120.00	\$ 24,000.00
SP-46.04	Flexipave or Approved Equivalent	500	SY	four	\$ 4.00	\$ 2,000.00
SP-46.07	S/W 4" w/ Fiber Mesh	500	SY	thirty three	\$ 33.00	\$ 16,500.00
SP-46.08	S/W 6" w/ Fiber Mesh	500	SY	thirty four	\$ 34.00	\$ 17,000.00
SP-46.09	S/W 4" w/ WWF 6x6-WI.4xWI.4	500	SY	thirty three	\$ 33.00	\$ 16,500.00
SP-46.10	S/W 6" w/ WWF 6x6-WI.4xWI.4	500	SY	thirty four	\$ 34.00	\$ 17,000.00
SP-49.02	Adjust Inlet Top COT Type 1	4	EA	four hundred	\$ 400.00	\$ 1,600.00
SP-54	Detectable Warning Strips (Per Site/Ramp)	150	EA	two hundred	\$ 200.00	\$ 30,000.00
SP-55.01	Concrete Class I (Miscellaneous)	10	CY	five hundred	\$ 500.00	\$ 5,000.00
SP-55.02	Concrete Curb Type D (Variable Height)	750	LF	twelve	\$ 12.00	\$ 9,000.00
SP-55.03	Concrete Curb Type F	500	LF	eighteen	\$ 18.00	\$ 9,000.00
SP-55.04	Historical Granite Curb Resetting	50	LF	twenty five	\$ 25.00	\$ 1,250.00
SP-57	Removal of Existing Sidewalk	10,000	SY	five	\$ 5.00	\$ 50,000.00
SP-58	Removal of Existing Curb and Gutter	1,250	LF	two	\$ 2.00	\$ 2,500.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
SP-60.01	Solid Sod (Bahia)	3,200	SY	two	\$ 2.00	\$ 6,400.00
SP-60.02	Solid Sod (St. Augustine)	1,000	SY	three	\$ 3.00	\$ 3,000.00
SP-64.01	Tree Removal >6" to <12" Diameter (Cut and Remove)	3	EA	twenty	\$ 20.00	\$ 60.00
SP-64.02	Tree Removal >12" to <18" Diameter (Cut and Remove)	1	EA	one hundred	\$ 100.00	\$ 100.00
SP-64.03	Tree Removal >18" to <24" Diameter (Cut and Remove)	1	EA	two hundred	\$ 200.00	\$ 200.00
SP-65.1	Borrow Excavation (Earth Fill)	20	CY	four	\$ 4.00	\$ 80.00
SP-65.2	Additional Grading	150	SY	fifteen cents	\$ 0.15	\$ 22.50
SP-69	Sidewalk Grinding	15	EA	one hundred	\$ 100.00	\$ 1,500.00
				TOTAL	\$	\$ 456,032.50

Contract 15-C-00012; Sidewalk Maintenance and Restoration, Citywide FY15

Computed Total Price In Words:

Four hundred and fifty six thousand and thirty two  
\_\_\_\_\_ dollars and fifty \_\_\_\_\_ cents.

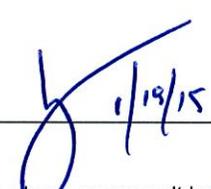
Computed Total Price in Figures: \$ 456,032.50

The bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 X #2 \_\_\_ #3 \_\_\_ #4 \_\_\_ #5 \_\_\_.

The bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

Bidder acknowledges that included in the various items of the proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90096), (Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>zero</u>	<u>zero</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total Cost \$	<u>zero</u>

Signed  1/19/15 Michael Thompson

Failure to complete the above may result in the bid being declared non-responsive.

Contract 15-C-00012; Sidewalk Maintenance and Restoration, Citywide FY15

Accompanying this Proposal is a certified check, cashier's check or Bid Bond (form included herein must be used) on the form at least five (5) percent of the total amount of the Proposal which check shall become the property of the

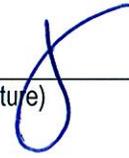
Colonial Surety Company of \_\_\_\_\_  
(Name of Bank or Surety) (City & State)

City of Tampa, or which bond shall become forthwith due and payable to the City of Tampa, if this Proposal shall be accepted by the City of Tampa and the undersigned shall fail to execute a contract with and to furnish the required Performance Bond and Payment Bond to the City of Tampa within twenty (20) days after the date of receipt of written Notice of Award by the City of Tampa to the undersigned so to do.

Dated 1/19/15, 2015

Design Build Engineers & Contractors Inc (DBE&C)  
(Name of Bidder)

5200 Vineland Road, Suite 250, Orlando FL 32811  
(Address of Bidder)

  
(Signature)

President  
(Title)

Where Bidder is a Corporation:

Attest:

\_\_\_\_\_  
Secretary

AFFIX  
CORPORATE  
SEAL

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ORANGE )

For a Corporation:

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19<sup>th</sup> of January, 2015 by Michael A. Thompson or DBEC, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known or has \_\_\_\_\_ produced \_\_\_\_\_ as identification.



MARIA F. GARCIA  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF137512  
Expires 6/30/2018

\_\_\_\_\_  
Notary

My Commission Expires:

6/30/18

For an Individual:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2015 by \_\_\_\_\_ who is \_\_\_\_ personally known to me or has \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary

My Commission Expires:

For a Firm:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2015 by \_\_\_\_\_ who signed on behalf of the said firm. He/she is \_\_\_\_ personally known or has \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary

My Commission Expires:

BID BOND

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

BIDDER (Name and Address):

Design-Build Engineers & Contractors, Inc.
5200 Vineland Road, Suite 250
Orlando, Florida 32811

SURETY (Name and Address of Principal Place of Business):

Colonial Surety Company
50 Chestnut Ridge Road
Montvale, NJ 07645

OWNER (Name and Address):

City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

BID

Bid Due Date: January 20, 2015

Description (Project Name and Include Location):

S SPRUCE CREEK RD FROM CENTRAL PARK BLVD N TO TAYLOR RD (Sta. 1+50.47 to Sta. 53+89.36)

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): January 20, 2015

Penal sum 5% of amount bid not to exceed \$49,220.00

(Words)

\$ -----
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Design-Build Engineers & Contractors, Inc. (Seal)

Bidder's Name and Corporate Seal

By: [Signature]
Signature

Michael Thompson
Print Name

President
Title

Attest: [Signature]
Signature

Georgette Wiggan-Thompson, Direct of Operations
Title

SURETY

Design-Build Engineers & Contractors, Inc. (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Philip Shepard
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Rita Alfano, Bond Administrator
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

SECTION 00430

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

## GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Philip N. Shepard or Audie B. Murphy of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

### Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 10th day of October, A.D., 2014.

State of New Jersey }  
County of Bergen } SS.



COLONIAL SURETY COMPANY

By [Signature]  
Wayne Nunziata, President

On this 10<sup>th</sup> day of October, in the year 2014, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SPINELLI  
A Notary Public of New Jersey  
My Commission Expires September 9, 2015

[Signature]  
Theresa Spinelli Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 20 day of January, 20 15.

Original printed with Blue and/or Black ink.  
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

[Signature]  
Audie B. Murphy, Secretary

**State of New Jersey**

**County of Bergen**

On this 20<sup>th</sup> day of January of the year 2015, before me, Rita Alfano, a Notary Public, personally came Philip Shepard, known to me to be an Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

**Rita Alfano**  
**A Notary Public of New Jersey**  
**My Commission Expires October 26, 2017**



**Rita Alfano**

**Notary Public**

