

RESOLUTION NO. 757

**A RESOLUTION APPROVING THE ENTRY OF A
PURCHASE CONTRACT IN EXCESS OF \$75,000
(SUNWAY KNOLLS STORM DRAIN RELOCATION PROJECT)**

WHEREAS, the City Council (the “Council”) of the City of Sumter, South Carolina (the “City”), has enacted an Ordinance entitled “An Ordinance Establishing Procurement Procedures for the City of Sumter, South Carolina” (the “Purchasing Ordinance”);

WHEREAS, pursuant to the Purchasing Ordinance, the Council must approve by resolution any purchase contract subject to the Purchasing Ordinance that exceeds \$75,000; and

WHEREAS, the Council has been presented with a request to approve a purchase contract in excess of \$75,000;

NOW, THEREFORE, be it resolved as follows:

Section 1. The Council hereby approves a purchase contract (the “Contract”) for the supplies, services, equipment, or construction identified below:

SUBJECT: Sunway Knolls Storm Drain Relocation Project

CONTRACTOR: B & B Construction Company, Inc.
Sumter, South Carolina

PRICE: \$428,135.00

METHOD: Invitation for Bids (Purchasing Ordinance, Section II.B.); supporting materials are attached.

Section 2. The City Manager is hereby authorized to negotiate, execute, and deliver the Contract on behalf of the City in such form and with such additions, deletions, or modifications, as he deems necessary or prudent.

ADOPTED THIS 18TH DAY OF DECEMBER, 2018, BY SUMTER CITY COUNCIL.

CITY OF SUMTER, SOUTH CAROLINA

Joseph T. McElveen, Jr., Mayor

Thomas J. Lowery, Mayor Pro Tem

Ione J. Dwyer, Councilwoman

Calvin K. Hastie, Sr., Councilman

David P. Merchant, Councilman

Steven H. Corley, Councilman

Colin C. Davis, Councilman

ATTEST:

Linda D. Hammett, City Clerk



City of Sumter

P.O. BOX 1449
SUMTER, SOUTH CAROLINA 29151

MEMORANDUM

To: **Deron McCormick**
City Manager


From: **Al Harris**
Asst. City Manager

Subject: **Bid Opening for**
Sunway Knolls Storm Drain Relocation Project

Date: December 12, 2018

A bid opening was held at 2:00 p.m. on December 11, 2018 in Conference Room 2 of the City Public Services Complex for the above-referenced project. Bids received were as follows:

B&B Construction	(Sumter)	\$428,135.00
Digging Deep	(Sumter)	\$458,042.00
Barwick Plumbing	(Pinewood)	\$486,842.50
EnviroSMART, Inc.	(Charleston)	\$499,146.38
Thompson Turner	(Sumter)	\$528,928.00
TCO Construction	(Sumter)	\$544,658.08
C.N.A. Construction	(Sumter)	\$601,647.00
Stutts & Williams, Inc.	(Lexington)	\$975,648.00

It is suggested that we contract with B&B Construction as they were the low bidder. Those in attendance were: Tony Butts, Ryan Edwards, Chad Wilsey, Lisa Burns, Barry Odom, Robert Wall, Addison Arbogast, Missy Robinson, Brian Squires, & Cindy McMahan

ITEM BID: Sunway Knolls Storm Drain Relocation**DEPARTMENT: Engineering (R. Edwards)****DATE & TIME: December 11, 2018****ITB #: 9-18/19**

Item	Description	Qty	Unit	B&B Construction		Barwick Plumbing		CNA Construction		Digging Deep Const	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Saw cut, Remove & Dispose of existing asphalt pavement	1865	LF	\$5.00	\$9,325.00	\$20.00	\$37,300.00	\$5.00	\$9,325.00	\$20.00	\$37,300.00
2	Furnish/Install 18" RCP										
	0 - 6' Deep	1145	LF	\$50.00	\$57,250.00	\$75.00	\$85,875.00	\$42.00	\$48,090.00	\$45.00	\$51,525.00
	6' - 8' Deep	217	LF	\$50.00	\$10,850.00	\$80.00	\$17,360.00	\$46.00	\$9,982.00	\$50.00	\$10,850.00
	8' - 10' Deep	183	LF	\$60.00	\$10,980.00	\$90.00	\$16,470.00	\$52.00	\$9,516.00	\$55.00	\$10,065.00
	10' - 12' Deep	202	LF	\$65.00	\$13,130.00	\$100.00	\$20,200.00	\$62.00	\$12,524.00	\$60.00	\$12,120.00
3	Furnish/Install 36" RCP										
	0 - 6' Deep	104	LF	\$90.00	\$9,360.00	\$70.00	\$7,280.00	\$90.00	\$9,360.00	\$100.00	\$10,400.00
	6' - 8' Deep	242	LF	\$90.00	\$21,780.00	\$80.00	\$19,360.00	\$95.00	\$22,990.00	\$125.00	\$30,250.00
4	Furnish/Install 5' x 5' Junction Box										
	0 - 6' Deep	15	EA	\$4,000.00	\$60,000.00	\$3,600.00	\$54,000.00	\$5,000.00	\$75,000.00	\$3,000.00	\$45,000.00
	6' - 8' Deep	1	EA	\$4,000.00	\$4,000.00	\$3,800.00	\$3,800.00	\$5,500.00	\$5,500.00	\$3,200.00	\$3,200.00
	10' - 12' Deep	2	EA	\$5,000.00	\$10,000.00	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00	\$3,500.00	\$7,000.00
5	Remove Existing - Furnish/Install 5' x 5' catch basin										
	0 - 6' Deep	3	EA	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$6,500.00	\$19,500.00	\$3,000.00	\$9,000.00
	6' - 8' Deep	2	EA	\$4,500.00	\$9,000.00	\$4,500.00	\$9,000.00	\$7,000.00	\$14,000.00	\$3,200.00	\$6,400.00
6	Furnish/Install 5' x 5' Junction Box										
	0 - 6' Deep	1	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00
7	Furnish/Install Conflict Box	5	EA	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00	\$7,000.00	\$35,000.00	\$4,000.00	\$20,000.00
8	Lower 6" water main in project path. Include all appurtenances necessary.	2	EA	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00
9	Sawcut, remove/replace conc. Driveways in project path	2061	SF	\$10.00	\$20,610.00	\$2.50	\$5,152.50	\$10.00	\$20,610.00	\$12.00	\$24,732.00
10	Furnish/Install 18" of flowable fill	519	CY	\$125.00	\$64,875.00	\$130.00	\$67,470.00	\$200.00	\$103,800.00	\$200.00	\$103,800.00
11	Furnish/Install pavement patching	1865	LF	\$35.00	\$65,275.00	\$35.00	\$65,275.00	\$75.00	\$139,875.00	\$20.00	\$37,300.00
12	Remove & Reinstall chain link fence in project patch	75	LF	\$10.00	\$750.00	\$20.00	\$1,500.00	\$65.00	\$4,875.00	\$18.00	\$1,350.00

Item	Description	Qty	Unit	B&B Construction		Barwick Plumbing		CNA Construction		Digging Deep Const	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
13	Furnish/Install Rip Rap with Geotextile fabric for erosion control under Rip Rap. Use fabrics appearing in SCDOT qualified product list 44	26	TN	\$75.00	\$1,950.00	\$150.00	\$3,900.00	\$200.00	\$5,200.00	\$125.00	\$3,250.00
14	Remove/Dispose of Trees in project path		LS	\$5,000.00	\$5,000.00	\$6,400.00	\$6,400.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
15	Grade & Seed all disturbed areas		LS	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
	TOTAL				\$428,135.00		\$486,842.50		\$601,647.00		\$458,042.00

ITEM BID: Sunway Knolls Storm Drain Relocation

DEPARTMENT: Engineering (R. Edwards)

DATE & TIME: December 11, 2018

ITB #: 9-18/19

Item	Description	Qty	Unit	EnviroSmart, Inc.		Stutts & Williams, LLC		TCO Construction		Thompson Turner Con	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Saw cut, Remove & Dispose of existing asphalt pavement	1865	LF	\$8.51	\$15,871.15	\$15.00	\$27,975.00	\$25.24	\$47,072.60	\$12.80	\$23,872.00
2	Furnish/Install 18" RCP										
	0 - 6' Deep	1145	LF	\$51.34	\$58,784.30	\$96.00	\$109,920.00	\$48.99	\$56,093.55	\$38.00	\$43,510.00
	6' - 8' Deep	217	LF	\$68.98	\$14,968.66	\$105.00	\$22,785.00	\$61.89	\$13,430.13	\$43.00	\$9,331.00
	8' - 10' Deep	183	LF	\$74.54	\$13,640.82	\$118.00	\$21,594.00	\$73.86	\$13,516.38	\$48.00	\$8,784.00
	10' - 12' Deep	202	LF	\$85.47	\$17,264.94	\$134.00	\$27,068.00	\$86.74	\$17,521.48	\$58.00	\$11,716.00
3	Furnish/Install 36" RCP										
	0 - 6' Deep	104	LF	\$103.80	\$10,795.20	\$168.00	\$17,472.00	\$185.09	\$19,249.36	\$104.00	\$10,816.00
	6' - 8' Deep	242	LF	\$114.19	\$27,633.98	\$184.00	\$44,528.00	\$96.05	\$23,244.10	\$114.00	\$27,588.00
4	Furnish/Install 5' x 5' Junction Box										
	0 - 6' Deep	15	EA	\$5,726.67	\$85,900.05	\$4,811.00	\$72,165.00	\$3,210.55	\$48,158.25	\$3,500.00	\$52,500.00
	6' - 8' Deep	1	EA	\$7,460.00	\$7,460.00	\$9,609.00	\$9,609.00	\$3,515.33	\$3,515.33	\$7,500.00	\$7,500.00
	10' - 12' Deep	2	EA	\$8,887.50	\$17,775.00	\$12,149.00	\$24,298.00	\$4,800.35	\$9,600.70	\$10,000.00	\$20,000.00
5	Remove Existing - Furnish/Install 5' x 5' catch basin										
	0 - 6' Deep	3	EA	\$6,734.33	\$20,202.99	\$4,767.00	\$14,301.00	\$3,836.49	\$11,509.47	\$5,000.00	\$15,000.00
	6' - 8' Deep	2	EA	\$11,407.50	\$22,815.00	\$6,317.00	\$12,634.00	\$6,393.65	\$12,787.30	\$10,000.00	\$20,000.00
6	Remove Existing - Furnish/Install 5' x 5' Junction Box										
	0 - 6' Deep	1	EA	\$7,460.00	\$7,460.00	\$4,006.00	\$4,006.00	\$3,589.20	\$3,589.20	\$5,000.00	\$5,000.00
7	Furnish/Install Conflict	5	EA	\$6,617.20	\$33,086.00	\$8,320.00	\$41,600.00	\$3,210.55	\$16,052.75	\$3,500.00	\$17,500.00
8	Lower 6" water main in project path. Include all appurtenances necessary.	2	EA	\$7,380.50	\$14,761.00	\$11,040.00	\$22,080.00	\$6,321.55	\$12,643.10	\$2,000.00	\$4,000.00
9	Sawcut, remove/replace conc. Driveways in project path	2061	SF	\$13.54	\$27,905.94	\$28.00	\$57,708.00	\$14.11	\$29,080.71	\$10.00	\$20,610.00
10	Furnish/Install 18" of flowable fill	519	CY	\$124.73	\$64,734.87	\$263.00	\$136,497.00	\$171.23	\$88,868.37	\$140.00	\$72,660.00

Item	Description	Qty	Unit	B&B Construction		Barwick Plumbing		CNA Construction		Digging Deep Const	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11	Furnish/Install pavement patching	1865	LF	\$14.25	\$26,576.25	\$143.00	\$266,695.00	\$57.01	\$106,323.65	\$73.40	\$136,891.00
12	Remove & Reinstall chain link fence in project patch	75	LF	\$13.55	\$1,016.25	\$43.00	\$3,225.00	\$31.61	\$2,370.75	\$10.00	\$750.00
13	Furnish/Install Rip Rap with Geotextile fabric for erosion control under Rip Rap. Use fabrics appearing in SCDOT qualified product list 44	26	TN	\$143.23	\$3,723.98	\$255.00	\$6,630.00	\$125.37	\$3,259.62	\$150.00	\$3,900.00
14	Remove/Dispose of Trees in project path		LS	\$3,385.00	\$3,385.00	\$11,429.00	\$11,429.00	\$1,644.35	\$1,644.35	\$8,500.00	\$8,500.00
15	Grade & Seed all disturbed areas		LS	\$3,385.00	\$3,385.00	\$21,429.00	\$21,429.00	\$5,126.93	\$5,126.93	\$8,500.00	\$8,500.00
	TOTAL				\$499,146.38		\$975,648.00		\$544,658.08		\$528,928.00

Ang 12/11/18

CONTRACT DOCUMENTS AND SPECIFICATIONS

**CITY OF SUMTER
P.O. BOX 1449
SUMTER, SC 29151**

B & B Construction Company, Inc.
NAME OF BIDDER

PO Box 1563, Sumter, SC 29151

ADDRESS OF BIDDER

G-99589

BIDDER'S LICENSE NUMBER

G-99589

CONTRACTOR'S LICENSE NUMBER

ITB #9-18/19
Bid Schedule

SUNWAY KNOLLS STORM DRAIN RELOCATION

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Saw cut, remove & dispose of existing asphalt pavement	<u>1865</u>	L.F.	<u>5⁰⁰</u>	<u>9,325⁰⁰</u>
2.	Furnish/Install 18" RCP				
	0' To 6' Deep	<u>1145</u>	L.F.	<u>50⁰⁰</u>	<u>57,250⁰⁰</u>
	6' To 8' Deep	<u>217</u>	L.F.	<u>50⁰⁰</u>	<u>10,850⁰⁰</u>
	8' To 10' Deep	<u>183</u>	L.F.	<u>60⁰⁰</u>	<u>10,980⁰⁰</u>
	10' To 12' Deep	<u>202</u>	L.F.	<u>65⁰⁰</u>	<u>13,130⁰⁰</u>
3.	Furnish/Install 36" RCP				
	0' - 6' Deep	<u>104</u>	L.F.	<u>90⁰⁰</u>	<u>9,360⁰⁰</u>
	6' - 8' Deep	<u>242</u>	L.F.	<u>90⁰⁰</u>	<u>21,780⁰⁰</u>
4.	Furnish/Install 5'x5' Junction Box				
	0' To 6' Deep	<u>15</u>	EA.	<u>4000⁰⁰</u>	<u>60,000⁰⁰</u>
	6' To 8' Deep	<u>1</u>	EA.	<u>4000⁰⁰</u>	<u>4,000⁰⁰</u>
	10' To 12' Deep	<u>2</u>	EA.	<u>5000⁰⁰</u>	<u>10,000⁰⁰</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
5.	Remove Existing, Furnish/Install 5'x5' Catch Basin				
	0' To 6' Deep	<u>3</u>	EA.	<u>4000.⁰⁰</u>	<u>12,000.⁰⁰</u>
	6' To 8' Deep	<u>2</u>	EA.	<u>4500.⁰⁰</u>	<u>9,000.⁰⁰</u>
6.	Remove Existing, Furnish/Install 5'x5' Junction Box				
	0' To 6' Deep	<u>1</u>	EA.	<u>4000.⁰⁰</u>	<u>4,000.⁰⁰</u>
7.	Furnish/Install Conflict Box	<u>5</u>	EA.	<u>4000.⁰⁰</u>	<u>20,000.⁰⁰</u>
8.	Lower 6" Water Main in project path. (Include all appurtenances necessary)	<u>2</u>	EA.	<u>4000.⁰⁰</u>	<u>8,000.⁰⁰</u>
9.	Sawcut, Remove/Replace Conc. Driveways in project path	<u>2061</u>	SQ. FT.	<u>10.⁰⁰</u>	<u>20,610.⁰⁰</u>
10.	Furnish/Install 18" of Flowable fill	<u>519</u>	CU. YD.	<u>125.⁰⁰</u>	<u>64,875.⁰⁰</u>
11.	Furnish/Install Pavement patching	<u>1865</u>	L.F.	<u>35.⁰⁰</u>	<u>65,275.⁰⁰</u>
12.	Remove/Reinstall chainlink Fence in project path	<u>75</u>	L.F.	<u>10.⁰⁰</u>	<u>750.⁰⁰</u>
13.	Furnish/Install Rip Rap with Geotextile fabric for erosion control under Rip Rap. Use fabrics appearing in SCDOT qualified product list 44.	<u>26</u>	TON	<u>75.⁰⁰</u>	<u>1,950.⁰⁰</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
14.	Remove/Dispose of Trees in project path	<u>ALL</u>	L.S.	<u>5000.⁰⁰</u>	<u>5,000.⁰⁰</u>
15.	Grade & Seed all Disturbed areas	<u>ALL</u>	L.S.	<u>10000.⁰⁰</u>	<u>10,000.⁰⁰</u>
<p>Four Hundred Twenty Eight Thousand, One Hundred Thirty-Five Dollars —</p>				<u>\$428,135.⁰⁰</u>	
		<u>TOTAL WRITTEN AMOUNT</u>		<u>TOTAL FIGURE AMOUNT</u>	

CONTRACTOR TO TAKE NOTE OF SECTION 5A (TRAFFIC CONTROL) IN SPECIFICATIONS. The Contractor shall attend a preconstruction meeting on the project site with a representative of the SCDOT Sumter Maintenance Engineers office and a representative of the City Engineers Office prior to any construction on SCDOT Right-of-Way. The Contractor shall have in place, all traffic control devices in accordance with the approved SCDOT Encroachment Permit prior to this meeting. The Contractor shall request the preconstruction meeting a minimum of 24 hours in advance by contacting the City of Sumter Engineering Department representative.

CONTRACTOR WILL NOT BE PAID WITHIN 45 DAYS FROM THE RECEIVED INVOICE DATE.

**BID
PROPOSAL**

PLACE City of Sumter, SC

PROJECT Sunway Knolls Storm Drain Relocation

DATE December 11, 2018

Proposal of B & B Construction Company, Inc.
(hereinafter called "Bidder") organized and existing under the laws of the State of South Carolina doing business as a (corporation, ~~partnership~~, or an individual).

To the City of Sumter (hereinafter called "Owner"). The Bidder, in compliance with the Advertisement for Bids for the construction of: Sunway Knolls Storm Drain Relocation having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein and for the following amount:

<u>Four Hundred Twenty Eight thousand, One Hundred Thirty-five</u>		<u>\$ 428,135.⁰⁰ =</u>
(Written Amount)	<u>Dollars</u>	(Figure Amount)

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 60 calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$ 200 for each consecutive calendar day thereafter that the project remains incomplete as provided in the General Conditions. Bidder acknowledges receipt of the following addendum:

N/A

BID PROPOSAL CONTINUED

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.


The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, the Bidder will execute the formal contract within 10 days and deliver a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

The bid security attached in the sum of five percent (5%) of the amount of the proposal is to become the property of the Owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The above proposal is hereby respectfully submitted by:

B ÷ B Construction Company, Inc.
Contractor


Signature

Sec/Tres.
Title

PO Box 1563, Sumter, SC 29151
Mailing Address of Contractor

(SEAL – If bid is by a Corporation)

12/11/2018
Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

B & B CONSTRUCTION CO., INC. as Principal, and
PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY as Surety are hereby held and

firmly bound unto CITY OF SUMTER

as Owner in the penal sum of 5% OF PRINCIPAL'S BID - - - - -

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed, this 11TH day of DECEMBER, 2018 The conditions of the

above obligation is such that whereas the Principal has submitted to

CITY OF SUMTER a certain Bid attached hereto and made

a part hereof to enter into a contract in writing, for

SUNWAY KNOLLS STORM DRAIN RELOCATION

THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall, in no event, exceed the penal amount of this obligation as herein stated.

Bid Bond Page One

- 17 -

ITB #9-18/19

Sunway Knolls Storm Drain Relocation

10-9-2018

BID BOND CONTINUED

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

B & B CONSTRUCTION CO., INC.

BY: 

L.S. Lisa B. Burns, Sec/TRES.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY
Surety INSURANCE COMPANY

BY: 

Signed Sara Jo Kent, Attorney-in-Fact

SEAL

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

6951

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint WILLIAM P. EADDY, SARA JO KENT, KENNETH A. FINCH, AND DERRICK L. WRIGLEY, ALL OF COLUMBIA, SOUTH CAROLINA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FIVE MILLION DOLLARS ----- (\$5000000) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON DECEMBER 31, 2025, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on December 15, 2015.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Mark Fitzgerald
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin - ss:

On December 15, 2015, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President - Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Claire E Martin, Notary Public
Lower Allen Township, Cumberland County
My Commission Expires May 19, 2018
Member, Pennsylvania Association of Notaries

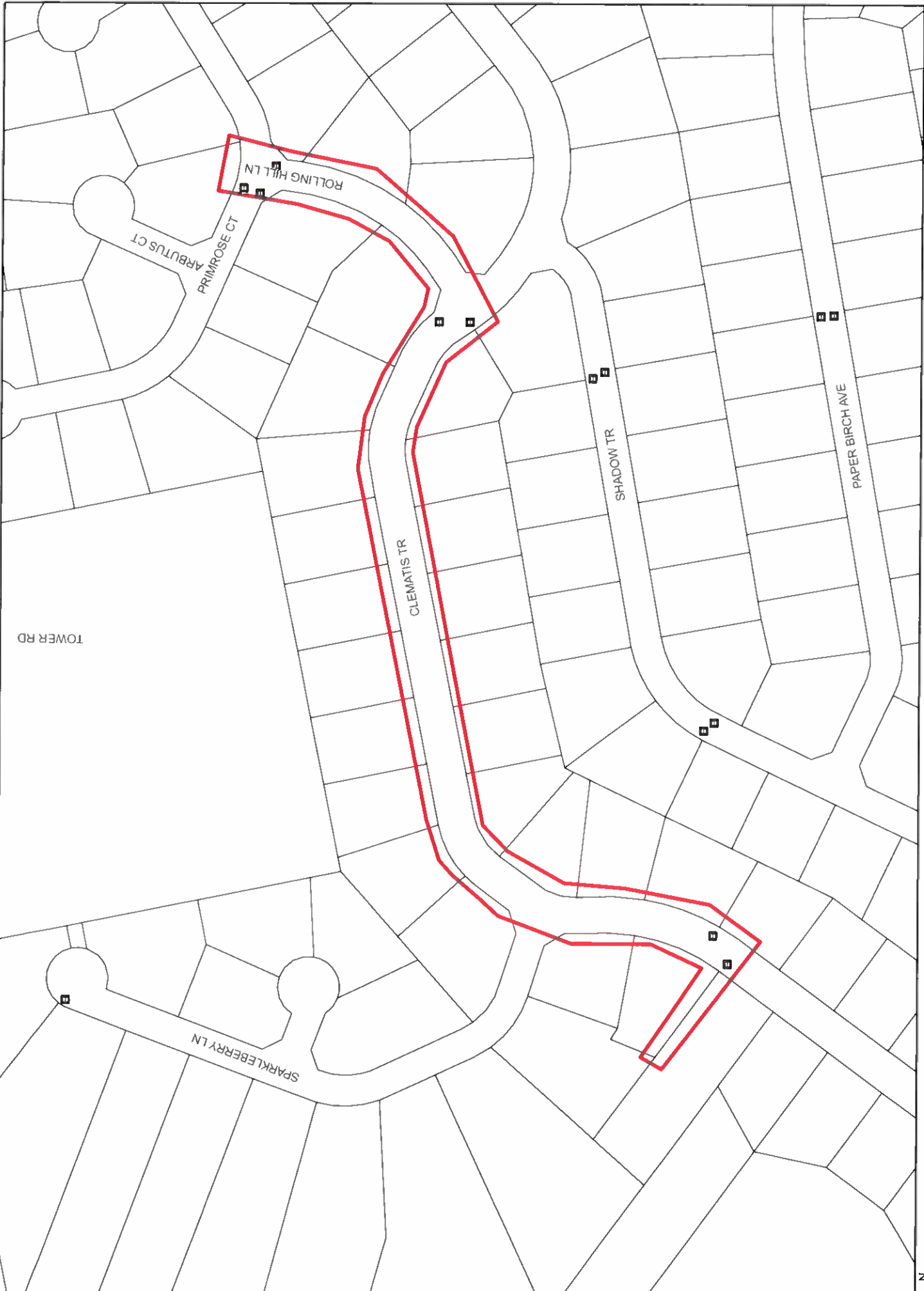
Claire E. Martin
Notary Public

I, Mark Fitzgerald, Vice President - Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on December 11, 2018

Mark Fitzgerald
Vice President - Surety





 = WORK AREA

1 inch = 200 feet





 = WORK AREA

1 inch = 200 feet

