



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: October 21, 2015

FROM: Dale Burriss, Director of Facilities and Maintenance

MEETING DATE REQUESTED: November 2, 2015

*Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm*

SUBJECT: 911/EOC Renovation/Construction Project

REQUEST: Award contract for renovation/construction to the lowest, responsive, responsible bidder, which was Clark & Leatherwood, Inc.

BACKGROUND:

On August 24, 2015 Haywood County advertised the construction/renovation project for the 911/Emergency Operations Center on the Haywood County website, www.haywoodnc.net under {Bid Opportunities}.

A {Mandatory Pre-Bid} was held for any and all prospective bidders held at the Haywood County Law Enforcement Center on September 3, 2015 at which time four (4) prospective bidders were accounted for. The bidders include Clark & Leatherwood, Inc. H&M Constructors (A Division of M.B. Haynes Corp.), B. Allen Construction and John Burgin Construction.

Public Bid Opening was scheduled for 3 PM on September 30, 2015, but due to only two (2) approved bidders provided bids and under North Carolina General Statute 143-129, which clearly states that when a project is estimated over \$500,000 there shall be three (3) bids; all bid packages were returned to the perspective bidders.

On October 5, 2015 Haywood advertised the {Project Re-Bid} on the Haywood County website and also contacted each qualified bidder of the date and time change in pursuant to North Carolina General Statute 143-129 under Bidding and Letting of Contracts for Construction Projects.

October 13, 2015 at 3 PM a Public Bid Opening was held in the Haywood County Historic Courthouse, located in the Historic Courtroom. There were only two (2) perspective bidders at the time of bid closing. The two contractors were Clark & Leatherwood, Inc. and H&M Constructors. Bid packages were opened pursuant to North Carolina General Statute 143-129, which allows for the second bid opening to be allowed even if there is one bid package received at the closing of the time for bid openings.

The apparent low bidder was Clark & Leatherwood in the amount of \$859,600, which you will see on the {Certified Bid Tabulation} provided by Padgett & Freeman Architects. The low bid proposal was over the estimated cost I provided {MCP or Mission Critical Partners} when Haywood County submitted for the grant for renovation and expansion of the 911/EOC. The estimated cost at the time of the grant application for construction was \$822,000. This project falls under the {COPS or Critical Operations Section of the National Electrical Code, Edition 2014 Article 708}, which requires all electrical conduits deriving from another area to be fire rated at a minimum of **2 hours**. During the design process and meetings with the Town of Waynesville Chief Inspector the project was allowed to install a {Fire Wrap Material} on all electrical conduits, which included electrical feeder conduits, radio communications conduits, fiber optic conduits and data circuit conduits that derived beyond or outside the new 2 hour rated 911/EOC.

Based on discussions with the apparent low bidder, Clark & Leatherwood, Inc. the materials to meet the {COPS Requirement} for the electrical portion of the project drove the cost above the estimated cost provided for the project grant.

IMPLEMENTATION PLAN: Award Clark & Leatherwood, Inc. the 911/Emergency Operations Center Project based on the lowest, responsible, responsive bid in the amount of \$859,600.00. Once the project has been awarded by the Haywood County Board of County Commissioners, I will request the contract to be drafted by Padgett & Freeman Architects. Once the contract has been signed by the lowest, responsible, responsive bidder, Clark and Leatherwood, Inc.; the contract will be sent to the Haywood County Attorney and County Manager for approval. I would respectively request to be able to present the contract for approval at the Haywood County Board of County Commissioners meeting on November 16, 2015.

FINANCIAL IMPACT STATEMENT: Funds will be from the 911/EOC Grant awarded to Haywood County. Information regarding the funding to be presented by Ms. Julie Davis, Haywood County Finance Director.

SUPPORTING ATTACHMENTS: YES NO HOW MANY? 3

LIST: {Bid Tabulation}, {Clark & Leatherwood, Inc Bid Proposal}, {H&M Constructors (A Division of M.B. Haynes Corp. Bid Proposal)}

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES NO

PERSON MAKING PRESENTATION AT MEETING: Dale Burris

PADGETT & FREEMAN ARCHITECTS, PA
30 Choctaw Street
Asheville, NC 28801

Tuesday, October 13, 2015
3:00 PM

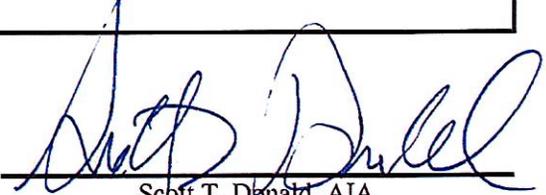
Haywood County
Emergency Operations /
911 Call Center Renovations

GENERAL CONTRACT WORK

| | CONTRACTOR | LICENSE NO. | Bid Security | Received Addendums # 1, # 2, # 3, & # 4 | BASE BID | Remarks/Comments |
|---|--|-------------|-------------------------|---|--------------|------------------|
| 1 | Clark & Leatherwood, Inc. PO Box 556, 179 Industrial Park Drive Waynesville, NC 28786 | 24000 | 5% | Yes | \$859,600.00 | |
| 2 | H&M Constructors (A Div. of M.B. Haynes Corp.) PO Box 16589, Asheville, NC 28816 187 Deaverview Road, Asheville, NC 28806 | 1245 | 5% | Yes | \$935,000.00 | |
| 3 | John Burgin Construction, LLC 275 Wildcat Mountain Road Waynesville, NC 28786 | 59565 | No Bid Received! | | | |

I certify that the above bid was received by 3 PM, Tuesday, October 13th, 2015 in the Haywood County Historic Courthouse, 3rd Floor Historic Courtroom in Waynesville, NC 28786.

At which time they were opened & tabulated.



Scott T. Donald, AIA



FORM OF PROPOSAL - SINGLE PRIME BID
Including General Construction, HVAC, Plumbing and Electrical Work

Haywood County Emergency Operations 911 Call Center Renovation
Waynesville, NC

The undersigned, as Bidder, hereby declares that: the only person or persons interested in this proposal as principal or principals is or are named herein, and no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; this proposal is made without connection with any other person, company, or party making a bid or proposal; and it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that: he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; he has examined the Specifications for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with Haywood County, hereinafter called the Owner, in the form of Contract specified, to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete all portions of the Work for Haywood County Emergency Operations 911 Call Center Renovation, Waynesville, NC, in full and complete accordance with the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner and Padgett and Freeman, Architects, P.A., with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

BASE BID: Eight Hundred Fifty-Nine Thousand Six Hundred and 00/100

----- Dollars \$ 859,600.00

The Bidder further proposes and agrees hereby to commence work under his contract on a date to be specified in a written order from the Architect and shall fully complete all work hereinunder within 120 consecutive calendar days. Applicable liquidated damages shall be as stated in General Requirements.

The undersigned further agrees that in case of failure on his part to execute the said Contract and the required bonds within ten (10) consecutive calendar days after the award of contract, the check, cash or bid bond accompanying his bid shall be paid into the funds of the Owner's account set aside for this Project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Attach check, or cash, or bid bond to this proposal.

Respectfully submitted this 13 day of October, 2015.

Clark & Leatherwood

(Name of Firm or Corporation Making Bid)

Witness:

By [Signature]

(Proprietorship or Partnership)

Title President

(Owner, partner, Corp. Pres. or Vice Pres. only)

Attest:

By Jeanette M Craig

Address 179 Industrial Park Dr
Waynesville, NC 28786

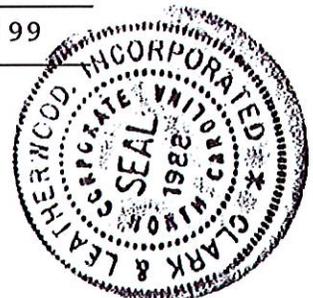
Title Assist. Secretary

(Corp. Sec. or Assist. Sec. only)

License No. 24000

Federal I.D. No. 56-1599199

(Corporate Seal)



FORM OF PROPOSAL

Addenda Received and Used in Computing Bid (Initial as appropriate)

| | | | | | |
|--------------|----------|-------|----------------|----------|------------|
| Addendum No. | <u>1</u> | Dated | <u>9-9-15</u> | Received | <u>Yes</u> |
| Addendum No. | <u>2</u> | Dated | <u>9-21-15</u> | Received | <u>Yes</u> |
| Addendum No. | <u>3</u> | Dated | <u>9-28-15</u> | Received | <u>Yes</u> |
| Addendum No. | <u>4</u> | Dated | <u>10-2-15</u> | Received | <u>Yes</u> |
| Addendum No. | _____ | Dated | _____ | Received | _____ |

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Clark & Leatherwood, Inc.
P.O. Box 556
Waynesville, NC 28786

OWNER:

(Name, legal status and address)

Haywood County

, NC

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

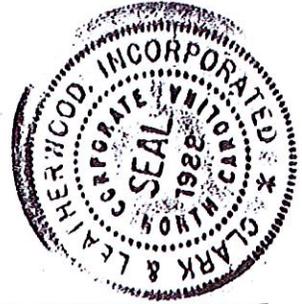
Haywood County Emergency Operations 911 Call Center Renovations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of October, 2015



Clark & Leatherwood, Inc.

(Principal)

(Seal)

Jennifer A. Burrows
(Witness)

By: [Signature]

(Title) President

Travelers Casualty and Surety Company of America

(Surety)

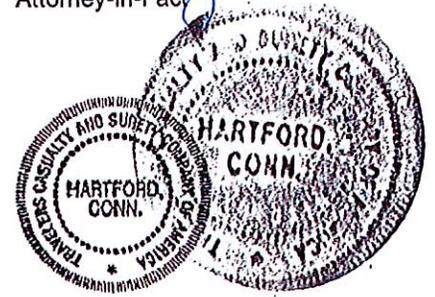
(Seal)

[Signature]
(Witness) Jennifer C. Hoehn

By: Donna K. Ashley

(Title) Donna K. Ashley

Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Clark & Leatherwood, Inc.

OR

Project Description: Haywood County Emergency Operations 911 Call Center Renovations

Obligee: Haywood County

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jennifer C. Hoehn of the City of Charlotte, State of NC, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Handwritten signature of Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Handwritten signature of Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of Indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of September, 2015.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

FORM OF PROPOSAL - SINGLE PRIME BID
Including General Construction, HVAC, Plumbing and Electrical Work

Haywood County Emergency Operations 911 Call Center Renovation
Waynesville, NC

The undersigned, as Bidder, hereby declares that: the only person or persons interested in this proposal as principal or principals is or are named herein, and no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; this proposal is made without connection with any other person, company, or party making a bid or proposal; and it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that: he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; he has examined the Specifications for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with Haywood County, hereinafter called the Owner, in the form of Contract specified, to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete all portions of the Work for Haywood County Emergency Operations 911 Call Center Renovation, Waynesville, NC, in full and complete accordance with the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner and Padgett and Freeman, Architects, P.A., with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

BASE BID: Nine Hundred Thirty Five Thousand
Dollars \$ 935,000

The Bidder further proposes and agrees hereby to commence work under his contract on a date to be specified in a written order from the Architect and shall fully complete all work hereunder within 120 consecutive calendar days. Applicable liquidated damages shall be as stated in General Requirements.

The undersigned further agrees that in case of failure on his part to execute the said Contract and the required bonds within ten (10) consecutive calendar days after the award of contract, the check, cash or bid bond accompanying his bid shall be paid into the funds of the Owner's account set aside for this Project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Attach check, or cash, or bid bond to this proposal.

Respectfully submitted this 13th day of October, 2015

H & M Constructors A Division of M B Haynes Corp
(Name of Firm or Corporation Making Bid)

By [Signature]

Title Steve Warner Vice President
(Owner, partner, Corp. Pres. or Vice Pres. only)

Address 187 Deaverview Rd
Asheville, NC 28806

License No. 1245

Federal I.D. No. 56-0506077

Witness:

(Proprietorship or Partnership)

Attest:

By [Signature]

Title Donna Letterman Asst Corp Sec
(Corp. Sec. or Assist. Sec. only)



FORM OF PROPOSAL

Addenda Received and Used in Computing Bid (Initial as appropriate)

| | | | | | | |
|--------------|----------|-------|-----------------|----------|-----------------|-----------------------|
| Addendum No. | <u>1</u> | Dated | <u>09-16-15</u> | Received | <u>09-16-15</u> | * * * * * |
| Addendum No. | <u>2</u> | Dated | <u>09-23-15</u> | Received | <u>09-23-15</u> | |
| Addendum No. | <u>3</u> | Dated | <u>09-28-15</u> | Received | <u>09-28-15</u> | |
| Addendum No. | <u>4</u> | Dated | <u>10-09-15</u> | Received | <u>10-09-15</u> | |
| Addendum No. | _____ | Dated | _____ | Received | _____ | |

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT H&M Constructors, A Division of M.B. Haynes Corporation, as Principal, and Federal Insurance Company, as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto Haywood County as Obligoe, in the penal sum of Five Percent of Bid Amount (5%) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

Signed, sealed and dated this 13th day of October, 2015.

WHEREAS, the said principal is herewith submitting proposal for:
Haywood County Emergency Operations 911 Call Center Renovation

and the Principal desires to file this Bid Bond in lieu of making the cash deposit.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by the Contract Documents, the Surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by the Contract Documents.



H&M Constructors, A Division of M.B. Haynes Corporation _____ (SEAL)

Steve Warner Vice President Federal Insurance Company _____ (SEAL)

Donna K. Ashley Attorney-In-Fact _____ (SEAL)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

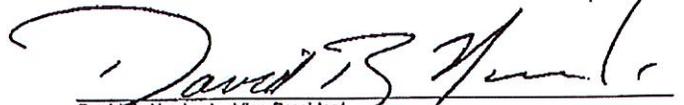
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

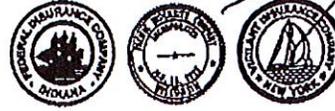
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna K. Ashley, Jennifer C. Hoehn, Wendy E. Lahm, Wendy M. Lands, John D. Leak III, William J. Quinn, Angela D. Ramsey, John F. Thomas and G. Timothy Wilkerson of Charlotte, North Carolina-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of July, 2015.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 1st day of July, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

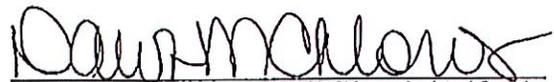
I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 60 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

October 13, 2015

Given under my hand and seals of said Companies at Warren, NJ this




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com