

RESOLUTION NO. 11- 873

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPLY FOR A GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S LAND AND WATER CONSERVATION FUND PROGRAM FOR THE DEVELOPMENT OF THE SEVILLA ESTATES PARK SITE; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO SATISFY THE REQUIREMENTS OF THE GRANT APPLICATION; PROVIDING COMMITMENT OF MATCHING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to submit a grant application to the Florida Department of Environmental Protection's Land and Water Conservation Fund Program (the "LWCF") to aid in the funding of the development of the Sevilla Estates Park Site (the "Park Site"); and

WHEREAS, the proposed project cost for development of the Park Site is estimated to be \$200,000.00, with LWCF grant funds of approximately 50% of the project cost equal to \$100,000.00, and the Town's matching funds of approximately 50% of the project cost equal to \$100,000.00, such funding to be included in the Town's Parks Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Authorization for Application.** The Town Manager and/or his designee are authorized to apply for a grant from the Florida Department of Environmental Protection's Land and Water Conservation Fund Program (the "LWCF") for the development of the Sevilla Estates Park Site (the "Park Site") in the amount of \$200,000.00, for which 50% or

\$100,000.00 would be funded by LWCF, and in connection with such application to execute such grant agreements and other contracts and documents, to execute any necessary amendments to grant applications and contracts, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

Section 3. Authorization of the Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to move forward with the grant application.

Section 4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit 50% matching funds in the amount of \$100,000.00, such funding to be included in the Town's Parks Capital Improvement Program.

Section 5. Authorization Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the grant application.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of February, 2011.

Motion to adopt by Pizzi, second by Hernandez.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>yes</u>
Vice Mayor Nick Perdomo	<u>yes</u>
Councilmember Mary Collins	<u>Absent</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Nelson Hernandez	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>



Michael Pizzi
MAYOR

ATTEST:



TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



TOWN ATTORNEY

Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.

SECTION 6
BID FORM (REVISED)

Bid submittal of Coastal Contracting & Development, Inc.
(Name of Bidder)

807 N. Northlake Drive, Hollywood, FL 33019
(Address)

Submitted on: 6/25/12
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

Sevilla Estates Park Renovations
Bid No: 2012-33

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
15150 NW 79th Court
Miami Lakes, Florida 33016

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder also agrees to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

Note: Item numbers 108, 110, 111, 120, and 122 are estimated quantities. For this Items Contractor shall be paid based on actual Work performed. For all other Items Contractor shall be paid based on the Extended Price unless otherwise change through the issuance of a Change Order.

<u>Notes</u>	<u>Item No.</u>	<u>Task</u>	<u>Unit</u>	<u>Amount</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
	100	Clearing	LS	1	12,000	\$12,000
	101	Playground surface preparation	LS	1	4,000	\$4,000
*	102	Fiber system drainage	LS	1	6,000	\$6,000
	103	Playground and swing set footers	LS	1	8,000	\$8,000
	104	Playground and swing set installation	LS	1	8,000	\$8,000
*	105	Playground certification	EA	2	500	\$1,000.
	106	Observation pier foundation	LS	1	8,000	\$8,000
	107	Observation pier framing & decking	LS	1	6,000	\$6,000
	108	Observation pier railings	LF	38	60.00	\$2,280
	109	Foundation and installation of 15' x 15' Shelter	EA	1	7000	\$7,000
	110	Sidewalks	SF	4,000	5.00	\$20,000
	111	Furnish and Install Sidewalk railing	LF	24	60.00	\$1,440
	112	Ramp to pier w/railing footings	EA	1	2,000	\$2,000
*	113	Furnish and Install Fiber	LS	1	7,000	\$7,000

*	114	Half Basketball court	LS	1	25,000	\$25,000
	115	Hoop foundation	EA	1	1,000	\$1,000
*	116	Hoop installation	EA	1	1,000	\$1,000
	117	Benches installation	EA	8	150	\$1,200
	118	Picnic table installation	EA	1	150	\$ 150
	119	Litter receptacles installation	EA	2	150	\$ 300
	120	Furnish and Install Chain Link Fence	LF	320	30	\$9,600
*	121	Furnish and Install Irrigation system	LS	1	18,000	\$18,000
*	122	Furnish and Install Sod	SF	25,000	40	\$10,000
*	123	Furnish and Install Trees	EA	10	1000	\$10,000
	124	Signage Installation	EA	2	300	\$ 600
					TOTAL	\$169,570 ⁰⁰

*Notes	
102	Includes connection to existing Catch Basin
105	The price of two certifications is being requested. One certification includes the equipment (playground and swing set) installed by the contractor and the other certification includes the equipment assembled by the residents and certified by the contractor (contractor shall install structural elements).
113	Includes timber installation (see attached exhibit A)
114	Includes base, 2" virgin asphalt surface, acrylic coating and striping
116	The installation of the hoop system needs to include bolts covers
121	Irrigation system includes pop-up heads, rotary heads, piping, zone controls, low voltage cables, pump, well, electrical connections, controls, shop drawings, rain sensor and all items to have a complete operational turnkey system.

122	Sod must be maintained until the project is accepted
123	The installation of trees include temporary bracing

TOTAL BID AMOUNT (not to exceed) \$ 169,570.00

Firm's Name: Coastal Contracting & Development, Inc

Signature: _____

Printed Name/Title: Gary McBeddy, President

Town/State/Zip: Hollywood, FL 33019

Telephone No.: 954-920-7444

E-Mail Address: CoastalHollywood@aol.com

Social Security No. or F.E.I.N. No.: 65-0013610

Dun and Bradstreet No. (if applicable): _____

END OF SECTION

Town of Miami Lakes
ITB 2012-33
Title: Sevilla Estates Park Improvements
Addendum #1
Bid Opening Date: June 25, 2012

This addendum is hereby incorporated into and made a part of the Invitation to Bid ("ITB") 2012-33. The following may include clarifications, revisions, additions, deletions, and/or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions and deletion are indicated by strikethrough.

Request for Clarification or Information:

1. **Question:** Fence - No Specification
Response: Please refer to FDOT Design Standards 2012/2013 Index No. 802 with the following:
 4. Fence Component Options:
 - A. Line Post Option:
 - (1) Galvanized steel pipe
 - B. Corner, end, and pull post options:
 - (1) Galvanized steel pipe
 - C. Rail Options: (for top and bottom rail)
 - (1) Galvanized steel pipe
 - D. Chain Link Fabric Options:
 - (3) Polyvinyl coated steel (Town to select color)
 - E. Tension Wire Options: N/A
 - F. Tie wire and hog ring options:
 - (1) Steel wire
2. **Question:** Picnic Shelter - Is this the shade structure?
Response: Picnic Shelter is being revised to a 16x16 shade structure. Please be on notice that an addendum will be posted on the web site once shop drawings and reviewed plans are received.
3. **Question:** Asphalt Court. 2" Surface. Does it need to be done in two lifts?
Response: Asphalt court may be done in either one or two lifts as long as virgin asphalt is utilized and a 2" surface is achieved.
4. **Question:** Court Line Striping - No Specification
Response: For basketball court striping, Laykold or similar product should be utilized. Please refer to Exhibit B attached to addendum.
5. **Question:** What is the playground surface?
Response: An engineered wood fiber system specification has been attached to the Invitation to Bid package. This system is to be used for the playground surface and the swing set surface. Please refer to specifications attached to bid package
6. **Question:** Fiber system drainage. - Where does it drain to?
Response: Please see plan revision attached as Exhibit A to addendum
7. **Question:** You have a cut sheet for a picnic table. You do not show any
Response: The picnic table is to be surface mounted underneath the picnic shelter

8. **Question:** Basketball Equipment - No Specification

Response: Basketball equipment is to be provided by the Town and contractor is responsible for installing the equipment as well as building the footing. Please refer to Exhibit C attached to addendum

9. **Question:** You specify manufacturer of equipment and play structures. Is this an exclusive or will you accept an equal?

Response: All the equipment being installed in the park (including playground, swing set, picnic shelter, picnic table, benches, basketball hoop and litter receptacles) is to be provided by the Town of Miami Lakes. It is the sole responsibility of the contractor to install the swing set as well as the playground main structure and footings. The contractor is also responsible for the assistance and supervision of the volunteers and town residents that will assist with the installation of non-structural members of the playground

10. **Question:** Can you provide the project budget.

Response: The anticipated project budget is \$320,000, which is inclusive of all hard and soft costs.

Documents Attached to Addendum:

- Exhibit A: Architectural plans revised
- Exhibit B: Basketball court striping specifications
- Exhibit C: Basketball hoop specifications

The Bidder shall acknowledge receipt of this addendum by completing the applicable section of the ITB or by completing the section below acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the Bid Submittal.

Acknowledgement:

Gary McGeddy

Name of Signatory

President

Title

6/25/12

Date



Signature

Coastal Contracting & Development, Inc.

Name of Bidder

Gary Fabrikant
Procurement Manager

Date Issued: June 8, 2012

Town of Miami Lakes
ITB 2012-33
Title: Sevilla Estates Park Improvements
Addendum #2
Bid Opening Date: June 25, 2012

This addendum is hereby incorporated into and made a part of the Invitation to Bid ("ITB") 2012-33. The following may include clarifications, revisions, additions, deletions, and/or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions and deletion are indicated by strikethrough.

Revisions:

1. Revision to Bid Form and Technical Specifications

The Bid Form included in the Invitation to Bid is hereby deleted and replaced with the Bid Form posted on the Town's website (http://miamilakes-fl.gov/c-our_govt/admin-procurement.php) titled 'Bid Form (Revised)' as changes have been made. Bidders must submit the revised bid form with their bid to be considered responsive.

Clarification to Addendum #1:

Question #2, in Addendum #1 regarding the Picnic Shelter will remain as a 15' x 15'. See the specifications, shop drawings and plans, in the Invitation to Bid.

Documents Attached to Addendum:

- Exhibit A: Border Timbers with Stakes


The Bidder shall acknowledge receipt of this addendum by completing the applicable section of the ITB or by completing the section below acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the Bid Submittal.

Acknowledgement:

Gary McGeddy
Name of Signatory

President
Title

6/25/12
Date


Signature
Coastal Contracting
& Development, Inc
Name of Bidder

Gary Fabrikant
Procurement Manager

Date Issued: June 11, 2012

Town of Miami Lakes
ITB 2012-33
Title: Sevilla Estates Park Improvements
Addendum #3
Bid Opening Date: June 25, 2012

This addendum is hereby incorporated into and made a part of the Invitation to Bid ("ITB") 2012-33. The following may include clarifications, revisions, additions, deletions, and/or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions and deletion are indicated by strikethrough.

Request for Clarification or Information:

- 1. Question:** The Picnic Shelter Slab detail on sheet A-1.2 asks for a 6x6 W1.4xW1.4 WWM over 6 mil vapor barrier. Please, clarify if the concrete sidewalks are to have the same reinforcement and vapor barrier. If not, please clarify if any reinforcement and/or vapor barrier is needed.

Response: Slab Reinforcement: Slab and concrete walkways reinforcement required is as per plans, and only for areas called for on the plans.
- 2. Question:** Please, clarify the correct measurements of the observation pier's Foundation Plan on sheet A-3.1. The foundation plan is showing the left (B1) beam as being 17'-0" long, while the right (B1) beam is shown as being 34'-0" long. Furthermore, two different measurements are shown for the distance between said beams. A distance of 12'-0" is shown at the top of the detail, while a distance 22'-4" is shown at the bottom. Please, clarify which dimensions are correct and to be followed.

Response: Clarification of Dimensions: Dimensions have been added for further clarification, and discrepancies have been corrected on sheets A-1.1 and A-3.1. The correct measurement of beam "B1" is 17'-0", and the clear dimension between beams "B1" is 10'-4" have been corrected.

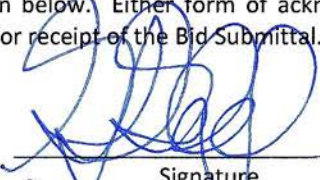
Documents attached to Addendum #3:

- Proposed Improvements for Sevilla Estates Park

The Bidder shall acknowledge receipt of this addendum by completing the applicable section of the ITB or by completing the section below acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the Bid Submittal.

Acknowledgement:

Gary McGeddy
Name of Signatory
President
Title
6/25/12
Date


Signature
Coastal Contracting & Development, Inc
Name of Bidder

Gary Fabrikant
Procurement Manager

Date Issued: June 15, 2012

ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. <u>1</u> ,	Dated <u>6/8/12</u>
Addendum No. <u>2</u> ,	Dated <u>6/11/12</u>
Addendum No. <u>3</u> ,	Dated <u>6/15/12</u>
Addendum No. <u> </u> ,	Dated <u> </u>
Addendum No. <u> </u> ,	Dated <u> </u>
Addendum No. <u> </u> ,	Dated <u> </u>
Addendum No. <u> </u> ,	Dated <u> </u>
Addendum No. <u> </u> ,	Dated <u> </u>
Addendum No. <u> </u> ,	Dated <u> </u>

 No Addendum issued for this ITB

Firm's Name: Coastal Contracting & Development, Inc

Signature: 

Printed Name/Title: Gary McGeddy President

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Coastal Contracting & Development, a corporation organized and existing under the laws of the State of Florida, held on the 29 day of June, 2012, a resolution was duly passed and adopted authorizing (Name) Gary McGeddy as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of June, 2012.

Secretary: _____
Print: Gary McGeddy

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____
Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____
Print: _____

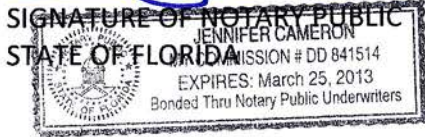
NOTARIZATION

STATE OF Florida)

COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 25 day of June, 2012, by Gary McGeddy, who is personally known to me or who has produced Personally Known as identification and who (did / did not) take an oath.





PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

SECTION 7
BID FORM ATTACHMENTS

QUESTIONNAIRE

This Questionnaire must be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit additional information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town shall result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable apply. In such instances insert "N/A".

By submitting its Bid, the Bidder certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership? 19 years

a. Professional Licenses/Certifications (include name and number)* Issuance Date

Gary McGeddy - Certified Building Contractor 8/2010
CBC - 053647

(*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: April 1993

c. State and Date of Incorporation: April 1993

c. What is your primary business? Building Contractors
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:

Gary McGeddy CBC 053647 Owner

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

NONE

2. Name and Licenses of any prior companies

Name of Company License No. Issuance Date

NONE

3. Type of Company:

Corporation "S" Corporation LLC Sole Proprietorship Other: _____
(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
Gary Mc Geddy	President	100%

b. Is any owner identified above an owner in another company? Yes No
If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Gary Mc Geddy	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

5. Employee Information

Total No. of Employees: 7 Number of Managerial/Admin. Employees: 3

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

4

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

NO

7. Insurance & Bond Information

a. Insurance Carrier name & address: Innovative Insurance,

5461 University Dr., Coral Springs, FL 33067

b. Insurance Contact Name, telephone, & e-mail: Tom DeFranco,

954-340-9551, Tominnov@bellsouth.net

c. Insurance Experience Modification Rating (EMR): 1.0

(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: NONE

e. Bond Carrier name & address: Alter Surety Group,

5979 NW 151st Street, Miami Lakes, FL 33014

f. Bond Carrier Contact Name, telephone, & e-mail: Warren Alter,

305-517-3803, warren@altersurety.com

g. Number of Bond Claims paid out in last 5 years & value: _____

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

NONE

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

NO

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No (If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, Yes No
12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company. Bobcat, Backhoe
13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

B. Project Management & Subcontract Details

1. Project Manager for this Project:

a. Name: Gary McGeddy

b. Years with Company: 21

c Licenses/Certifications: CBC 053647

d. Last 3 projects with the company including role, scope of work, & value of project:

See attached list

2. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
<u>Comet Fence</u>	<u>Fence</u>	<u>4%</u>	
<u>Spada Construction</u>	<u>Sidewalks</u>	<u>7%</u>	
<u>Windmill Sprinkler</u>	<u>Irrigation</u>	<u>7%</u>	
<u>Triple Nickel</u>	<u>Paving</u>	<u>10%</u>	
<u>Regal Contractor</u>	<u>Playground</u>	<u>14%</u>	

3. Certified Playground Installer or Inspector (If any)

Name of Company/Person	Certifying Entity/Company	Certification No. (if any)
<u>Regal Contractor</u>	<u>Paul martin</u>	

4. Scope of actual Work to be performed by your company and the corresponding percentage of the work: (This does not include such items as insurance * bonds, dumpsters, trailers, and other similar non-construction work items)

Supervision, Site Clearing, Decking, Reinforced Concrete, Engineering, Drainage 38%

5. Asphalt Plant: (provide the company name, address, contact name, phone no. & e-mail address)

Ranger Construction - 2501 NW 48St, Pom, FL 33069

C. Current and Prior Experience:

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.
2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid solicitation. Information provided must include the owner's name , address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

D. Bidder's References

Bidders are to include a minimum of five (5) references from contracts or projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.

Coastal Contracting and Development, Inc.

Projects Completed Within Last 5 Years

Project: Precious Paws

Owner / Contract: City of Dania Beach
Architect: Calvin Giordano & Associates
Contract Amount: \$122,149
Completion Date: April 2012

Kristen Jones (954) 651-5057

Project: Constitution Park

Owner / Contract: City of Deerfield Beach
Architect/Engineer:
Contract Amount: \$48,800
Scheduled Completion Date: December 2012

Frank Cristiano (954) 691-7260

Project: Lake Wyman Park

Owner / Contract: City of Boca Raton
Architect/Engineer: Island Designs, Inc.
Contract Amount: \$181,183
Completion Date: January 2012

Jeff Borick (561) 393-7857

Project: Pension Bathroom Modernization

Owner / Contract: Boca Raton Housing Authority
Architect/Engineer: Kim Dellastatious
Contract Amount: \$46,900
Completion Date: December 2011

Kim Dellastatious (561) 582-5622

Project: Springtree Golf Course Maintenance Bldg.

Owner / Contract: City of Sunrise
Architect:
Contract Amount: \$478,600
Completion Date: July 2010

Bob Romeo (954) 572-2492

Project: Amphitheater & Scott's Place

Owner / Contract: Village of Wellington
Architect: REG Architects
Contract Amount: \$1,720,624
Completion Date: July 2010

Rick Greene (561) 791-4079

Project: Bel-Air Entryway Signs

Owner / Contract: Town of Lauderdale by the Sea
Architect:
Contract Amount: \$18,000
Completion Date: March 2010

John Olinzock (954) 776-3611

Project: CW Thomas Restroom Building

Owner / Contract: City of Dania Beach
Architect: Greg Nicolay
Contract Amount: \$35,000
Completion Date: July 2009

Kristen Jones (954) 935-5324

Project: Margate Bus Shelter

Owner / Contract: City of Margate
Architect:
Contract Amount: \$39,900
Completion Date: June 2009

CRA Division (954) 935-5324

Project: Commercial Beach Pavilion

Owner / Contract: Town of Lauderdale by the Sea
Architect: O'Campo & Associates
Contract Amount: \$379,560
Completion Date: April 2009

John Olinzock (954) 776-0576

Project: (5) Bus Shelters

Owner / Contract: City of Lauderdale Lakes
Architect: Greg Nicolay
Contract Amount: \$218,000
Completion Date: February 2009

Phil Alleyne (954) 676-3600

Project: (4) Bus Shelters

Owner / Contract: City of Lauderhill
Architect: Greg Nicolay
Contract Amount: \$190,000
Completion Date: February 2009

Martin Cala (954) 730-2961

Project: Tulipan Bakery

Owner / Contract: Star Bakery
Architect: Giacomelli Architects
Contract Amount: \$294,500
Completion Date: January 2009

Ron Yurgosky (561) 818-6996

Project: Bus Shelter

Owner / Contract: City of Lauderdale Lakes
Architect:
Contract Amount: \$75,000
Completion Date: April 2008

Phil Alleyne (954) 676-3600

Project: Lieberman Park

Owner / Contract: City of Lauderhill
Architect: Greg Nicolay
Contract Amount: \$1,254,000
Completion Date: April 2008

J. Martin Cala (954) 730-2961

Project: Oak Lake Park

Owner / Contract: City of Hollywood

Architect: N/A

Contract Amount: \$260,000

Completion Date: January 2008

Bob Wertz 954-921-3900

Project: CW Thomas Park

Owner / Contract: City of Dania Beach

Architect: Tamara Peacock Company

Contract Amount: \$1,140,000

Completion Date: October 2007

Kristen Jones 954-924-3730

Project: City Hall Expansion

Owner / Contract: City of Dania Beach

Architect: Tamara Peacock Company

Contract Amount: \$1,306,400

Completion Date: September 2007

Dominic Orlando 954-924-3740

Project: Neighborhood Parks

Owner / Contract: City of Lauderdale Lakes

Architect: Tamara Peacock Company

Contract Amount: \$1,545,740

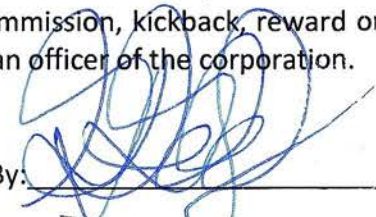
Completion Date: August 2007

Phil Alleyne 954-676-3614

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and CC&D, Inc. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Title: President

Sworn and subscribed before this

25 day of June, 2012



Notary Public, State of Florida

Jennifer Cameron

(Printed Name)

My commission expires:



NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)
) SS:
County of Broward

BEFORE ME, the undersigned authority, personally appeared Gary McGeedy, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ___executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of June, 2012.

My Commission Expires:



Notary Public State of Florida at Large



SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by Gary McGeddy, President
[print individual's name and title]

for Coastal Contracting & Development, Inc
[print name of entity submitting sworn statement]

whose business address is

807 N Northlake Dr

Hollywood, FL 33019

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0013610

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

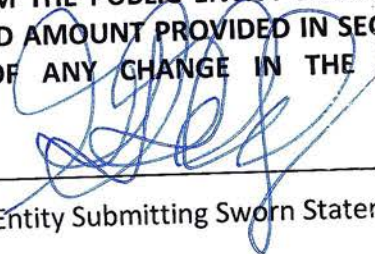
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 25 day of June, 2012.

Personally known

OR produced identification _____

Notary Public – State of Florida

Personally known

(type of identification)

My commission expires





(Printed, typed or stamped commissioned name notary public)

(Printed, typed or stamped commissioned name notary public)

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/11/12

PRODUCER JW Insurance Services
100 North State Road 7, # 106
Margate, FL 33063
Phone (954) 583-7213 Fax (954) 583-2045

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Progressive Express Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Coastal Contracting & Development, Inc.
807 N. Northlake Drive
Hollywood, FL 33019

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPI/OP AGG
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	08315302-0	11/08/11	11/08/12	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

Date
5/14/2012

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence Aggregate																	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NQ If Yes, describe under special provisions below.	WC 71949	01/01/2012	01/01/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 20%;">WC Statutory Limits</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 65%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits	OTH-ER			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000	
X	WC Statutory Limits	OTH-ER																					
	E.L. Each Accident		\$1,000,000																				
	E.L. Disease - Ea Employee		\$1,000,000																				
	E.L. Disease - Policy Limits		\$1,000,000																				

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 81-65-040
 Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company":
Coastal Contracting and Development, Inc.
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in Florida.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Begin Date: 6/17/2010

CANCELLATION

CERTIFICATE HOLDER

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

John A. ...

AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

Coastal Contracting & Development, Inc.
807 N. Northlake Drive
Hollywood, Florida 33019

SURETY:

International Fidelity Insurance Company
One Newark Center, 20th Floor
Newark, New Jersey 07102

OWNER:

Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, FL 33016

BOND AMOUNT:

Five Percent of Amount Bid (5% of Amount Bid)

PROJECT: Sevilla Estates Park Improvements, ITB 2012-33

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 25th day of June, 2012

Witness/Attest:

By: 

By: 

Coastal Contracting & Development, Inc.

By: 

International Fidelity Insurance Company

By: 

Warren M. Alter, Attorney-in-Fact

(Principal)

(Surety)

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

WARREN M. ALTER, DAVID T. SATINE

Miami Lakes, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 25th day of June, 2012

Assistant Secretary