DEPARTMENT OF PUBLIC WORKS
AQUATIC SERVICES * ENGINEERING \& ROADSIBRIDGE MAINTENANCE * STORMWATER MANAGEMENT * TRAFFIC * WATERWAYS MAINTENANCE

```
1525 EAST JEFFERSON STREET * BROOKSVILLE, FLORIDA 34601
P 352.754.4060 * F 352.754.4423 * w www.HernandoCounty,us
```


## MEMORANDUM

TO: Toni Brady, CHIEF PROCUREMENT OFFICER
VIA: Marie Warren, Finance Specialist
FROM: D. Todd Crosby, P.E., Interim Public Works Director/COUNTY ENGINEER
DATE: $\quad$ May 16, 2023
RE: 19-C00102/BK Frontage Road Addition at SR 50 and I-75 Paving Project
PO 19000942
The Frontage Road Addition at SR 50 and I-75 Resurfacing Project is now complete. I am forwarding the following documents for processing:

1. Final Pay Request \#15
2. Final Change Order \#17, - $\$ 50,996.84$
3. Consent of Surety
4. Final Release of Liens
5. Final Completion Letter
6. Final Payment Checklist
7. Vendor Performance Evaluation

Please proceed with the agenda item to the Board of County Commissioners for final approval for the Frontage Road Addition at SR 50 and 1-75 Resurfacing Project.

Funding is available for Pay Request No. 15 FINAL in the amount of $\$ 25,646.66$ in the following accounts:

Expense account 03322-5616306 PJ\# 105860- (Impact Fee-Road Dist. 2, Improv- Roads \& Bridges) in the amount of $\$ 2,679.50$. Retainage fund account 1022-2050067 (LOGT 1-5 Gas Res Rds., Retainage- Goodwin Const.) in the amount of $\$ 3,718.82$. Retainage fund account 3302-2050067 (IF Srchg I-75/SR50, Retainage- Goodwin Const.) in the amount of \$2,023.75. Retainage fund account 3332-2050067 (Impact Fee- Road Dist. 2, Retainage - Goodwin Const.) in the amount of $\$ 17,224.59$.

Original Purchase Order amount was $\$ 2,064,687.76$ revised by the following change orders. Change Order \#3 $+\$ 8,512.50$, CO\#10 $+\$ 4,005.50, \mathrm{CO} \# 14+\$ 105,661.03, \mathrm{CO} \# 15+\$ 30,152.75$ \& CO\#17 <\$50,996.84>. The total contract amount will be increased \$97,334.94 and result in a final contract amount of $\$ 2,162,022.70$. If additional information is needed, please contact me. Thank you.
pc: D. Todd Crosby, P.E.- Interim Public Works Director/County Engineer
Elaine Singer, Finance Manager


Profeci Neme and Number: Frontoge Rood Addition at SR 50 and 1 -75
Applicarion for Payment Number: 15 FINAL
contractor: Goodwn Bros Construction, Inc.
Applicosan for Payment Date: 4/6/2023
Fox Work Completed Through: 4/6/2023






* there is a note associated with this transaction


Contract \# 19-C00102 Retainage $=\$ 3,718.82$

* there is a note associated with this transaction

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION


## PAY APPLICATION QUANTITY VERIFICATION

PROJECT: Frontage Road Addition at SR 50 \& I-75
CONTRACT \#: ITB 19-C00102/BK
P.O. \# 19000942

PAY APP: 15 (Final)
DATE: 4/19/2023
CONTRACTOR: Goodwin Brothers Construction, Inc.
DPW PROJECT MANAGER: Stephen Stack INSPECTOR: Scott Franklin, DPW, Burt Bennett, Coastal Engineering

Please provide a narrative of the methods used to determine and verify the quantities for this pay application and attach appropriate documentation:

All quantities have been verified by onsite meetings / inspections
Field measurements
Discussions with both contractor and inspectors

## Pictures

Daily Inspection Reports
$\qquad$
$\qquad$
$\qquad$

Title Asst. PW Director
Title Asst. PW Director


Date: $\qquad$

Date: 4/19/2023
Date: 4/19/2023

```
1525 EAST JEFFERSON STREET * BROOKSVILLE, FLORIDA 34601
P 352.754.4060 * F 352.754.4423 * W www.HernandoCounty.us
```

Date 4/18/2022

Goodwin Brothers Construction
Re: Certificate of Final Completion
19-C00102/BK Frontage Road Addition @ SR50 \& I-75 Project

Dear Mr. Goodwin,
Hernando County Public Works Department is in agreement to presenting this Certificate of Final Completion to Frontage Road Addition @ SR50 \& I-75 Project
The warranty period will be effective beginning 3/22/2023.
Please submit the following items for processing final payment within the next ten (10) days:

- Final Pay Application
- Final Change Order
- Contract Lien Waiver
- Release of Liens from all Subcontractors
- Consent of Surety

Once Hernando County Public Works Department receives all original required items listed above, the Hernando County Contracts and Purchasing Department will proceed with acquiring final approval from the Board of County Commissioners to process the final payment.

Thank you for your participation in completing this Road Construction Project. If you have any questions concerning the above, please call our office at (352) 754-4060.

Sincerely,


Stephen Stack
Asst. Director of DPW
Pc: J. Scott Herring, P.E., Public Works Director / County Engineer

# HERNANDO COUNTY PURCHASING AND CONTRACTS VENDOR PERFORMANCE EVAULATION <br> Construction Proiects 

| Vendor/Firm: | County Dept.: | Contract \# and Description: |
| :--- | :--- | :--- |
| GOODWIN BROS CONST | County Engineer's Office | 19-C00102/BK Frontage Rd Addition SR50/175 |

The Purchasing and Contracts Department would like your opinion of this Contractor. This evaluation will be kept on file in the Purchasing Department and referred to when recommending future $\mathrm{A} / \mathrm{E}$ contracts.

Purchasing Department
Return completed form to: $\qquad$
This information will also be shared with the Contractor to inform them of commendable as well as deficient areas in their service.

| Design Phase | Rating Scale: | Poor |  | Average |  | Excellent |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Knowledge and understanding of job scope |  | (1) | (2) | (3) | (4) | (-) |
| Ability to comply with specifications |  | (1) | (2) | (3) | (-) | (5) |
| Speed and efficiency of work |  | (1) | (2) | (3) | (4) | (-) |
| Adequacy of manpower and crew mix |  | (1) | (2) | (3) | (4) | (0) |
| Quality of workmanship |  | (1) | (2) | (3) | (4) | (0) |
| Response to changes in scope, schedule, manpower |  | (1) | (2) | (3) | (0) | (5) |
| Ability to suggest innovative methods |  | (1) | (2) | (3) | (-) | (5) |
| Early identification of problems and timely resolution |  | (1) | (2) | (3) | (-) | (5) |
| Submission of updated and revised progress schedules |  | (1) | (2) | (-) | (4) | (5) |
| Quality of supervision |  | (1) | (2) | (3) | (4) | (6) |
| Coordination and control of subcontractor(s) |  | (1) | (2) | (3) | (-) | (5) |
| Enforcement of safety procedures |  | (1) | (2) | (3) | (0) | (5) |
| Adherence to schedule |  | (1) | (2) | (3) | (6) | (5) |
| Adequacy of materials |  | (1) | (2) | (3) | (0) | (5) |
| Storage of materials |  | (1) | (2) | (3) | (-) | (5) |
| \|Adequacy of housekeeping and site clean-up |  | (1) | (2) | (3) | (6) | (5) |

# HERNANDO COUNTY PURCHASING AND CONTRACTS VENDOR PERFORMANCE EVAULATION <br> Construction Proiects 

| Construction Phase Cont. | Rating Scale: | Poor |  | Average | Excellent |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Cooperativeness |  | (1) | (3) | (4) |  |  |
| Professional conduct |  | (1) | (2) | (3) | (4) | (6) |

Specific suggestions for improvement:

Would you recommend this contractor for another County project?
$\nabla$ Yes No, please explain
The project was put on hold for such a long period due to FDOT being a hold-up within the construction zone, the contractor for the County was very corporative while the time period was extended multiple times. Provided recommended solutions for the challenges that were encountered.

## Evaluated by:



Reviewed by:


## HERNANDO COUNTY CONSTRUCTION CONTRACT FINAL PAYMENT CHECKLIST

Bid No:
19-C00102/BK Project No: $\qquad$ Date: 4/18/2023
Contractor Name:
GOODWIN BROS, INC.
Engineering department for the project known as
$\qquad$
The following items have been secured by the DUSKY WARBLER POMP PARKWAY RESURFACING

Contract No: $19-\mathrm{C} 00102 / \mathrm{BK}$
Documents. Documents.
Original Contract Price: $\underline{\$ 2,064,687.76} \quad$ Final Contract Price (including all change orders): $\quad \underline{\$ 2,162,022.70}$
Performance Bond Increase Required: Yes __ No X
Date of Notice to Proceed: $2 / 6 / 2020$
Amount of Liquidated Damages:
$\$ 1200.00$

Substantial Completion Time:* 150 Calendar Days

Substantial Completion Time (including Change Orders):* 1110 Calendar Days
Final Completion Time:* 180 Calendar Days
Final Completion Time (including Change Orders):* 1140 Calendar Days

Actual Substantial Completion Time:* 1110 Calendar Days
Actual Final Completion Time (including Change Orders):*
1140
Calendar Days
Completed
$\qquad$
$\qquad$

1. All Punch List items completed $3 / 20 / 2023$ (Date).
2. Warranties and Guarantees assigned to County.
3. General one year warranty from Contractor $3 / 22 / 2023$ (Effective Date).
4. Operation and Maintenance manuals for equipment and system.
5. Record drawings obtained.
6. County personnel trained on system and equipment operation.
7. Certificate of Occupancy $\qquad$ or Compliance
8. Certificate of Substantial Completion* 2/20/2023 (Date)
9. Department's Final Inspection Report* when Applicable. $\qquad$ (Date)
10. Final Payment Certification and Affidavit from Contractor (Form No. CSD:505(3)).
11. Owner's Representative's Certificate of Final Inspection. $\qquad$ (Date)
12. DBE Participation Certification (Form No. CSD:545) and justification letter from Contractor (If Applicable).

## FINAL PAYMENT CHECKLIST (Continued)

Completed

14. Release of Liens
15. Consent of Surety
16. As-Built Documents (Signed and Sealed)
17. Vendor Performance Form
18. Final Funding Agency Approval, if applicable
19. Others: Specify: $\qquad$

If any of the above are not applicable, indicate by N/A.
If No Is checked to any of the above, explain here:

Comments: $\qquad$
$\qquad$
$\qquad$

Signed:

> Department Director or Designee

Date:


- These Completion Times and/or Dates to be used, when appropriate, in administering the liquidated damages provision of the Contract Documents.
cc: Purchasing \& Contracts

Phone (352) 796-0149
Fax (352) 544-1084
Construction Co., Inc.
CO ${ }^{+17}$


| 7a | Silt Fence | LF | -650 | 4.03 | \$ | (2,619.50) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11 | Borrow Soil | CY | -783 | 10.32 | 5 | $(8,080.56)$ |
| 13 | $\begin{gathered} \text { 12" Stabilized } \\ \text { Subgrade } \\ \hline \end{gathered}$ | SY | -69.29 | 3.46 | \$ | (239.73) |
| 17 | Type F Curbing | LF | -63 | 13.23 | \$ | (833.49) |
| 19 | $\qquad$ | SY | -2100 | 2.65 | \$ | (5,565.00) |
| 20. | Seed \& Mulch DRA Bottom | SY | -935 | 0.46 | \$ | (430,10) |
| 23 | R2-1 Speed Limit Sign 24"x30" | EA | -1 | 287.50 | \$ | (287.50) |
| 23 a | $\qquad$ | EA | -1 | 69.00 | \$ | (69.00) |
| 32 | Thermoplastic Striping $6^{\prime \prime}$ White Solid | LF | -22 | 1.38 | \$ | (30.36) |
| 32a | Thermoplastic StripIng $6^{n \prime}$ White Solld | LF | -22 | 1.44 | \$ | (31.68) |


| 34 | Thermoplastic Striping $18{ }^{\prime \prime}$ Yellow Solid | LF | -8 | 6.90 | \$ | (56.20) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 34a | Thermoplastic Striping18" Yellow Solid | LF | -8 | 1.44 | \$ | (11.52) |
| 36 | Yellow Thermoplastic Painted Curbing | LF | . 42 | 2.30 | \$ | (96.60) |
| 36a | Yellow Thermoplastic Painted Curbing | LF | 42 | 1.15 | \$ | (48.30) |
| 38 | Standard <br> Crosswalk | LF | -1 | 6.90 | \$ | (6.90) |
| 38a | Standard <br> Crosswalk | LF | -1 | 4.03 | \$ | (4.03) |
| 48 | Rip Rap | TN | -3 | 654.45 | \$ | (1,963.35) |
|  | Thermo, Std White Solid 6" | LF | -1700 | 1.38 | \$ | (2,346.00) |
|  | Thermo, Std Yellow, Solid 6" | LF | -1000 | 1.38 | \$ | (1,380.00) |
|  | Thermo, Std Yellow, Solid 24" | LF | -60 | 8.75 | \$ | (525.00) |

$\left.\begin{array}{|c|c|c|c|c|c|}\hline & \begin{array}{c}\text { Thermo Std White } \\ \text { Skip 10/30 }\end{array} & \text { LF } & & & \\ \hline & & -700 & & \\ \hline & \begin{array}{c}\text { Thermo Std White } \\ \text { 6/10 }\end{array} & \text { LF }\end{array}\right)$

TOTAL Addition/Deduction this Change Order..........................................................

Respectfully Submitted.


## Goodwin Bros Construction

(1) A. Prices have been determined to be fair and reasonable based on prices submitted with bid; and/or
(C) B. Prices have been determined to be fair and reasonable based on negotiations with the contractor and the attached supporting documents


## Construction Change Order

```
Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: GOODWIN BROS CONSTRUCTION INC
Change Order No. Change Order Date: 04/19/2023
Contract No. }1900094
Contract Date:
```

Project Description:

```
3R 50/I75 ERONTAGE RD CONSTRUCTION
```

The Project is Changed as Follows

```
Justification: #19-C00102/DK - ERONTAGE RD ADDITION AT SR 50 AND I75.
FDOT project No. 416732-4-52-01SR
CO #17 ADD / DEDUCT TO COMPLETE PROJECT: <$50,996.84>
DECREASE LINE #5: -$1.78. NEW LINE TOTAL WILL BE S40,475.00
DECREASE LINE #6: - $50,995,06 NEW LINE TOTAL WILL BE $40,918.89
PO TOTAL WILL BE $2,162,022.70
```



Vendor Name/Address:

```
PO BOX 1689
BROOKSVILLE, FL 34605
```



Authorized Signature
Date: $\qquad$

Owner or Owner's Representative: Hernando County Commission 20 N. Main St., Rm 266 Brooksville, FL 34601

## APPROVED

By Carla Rossiter-Smith at 4:07 pm, May 01, 2023
Chief Procurement Office
Date:

Distribution:
Vendor-Original
Purchasing \& Contracts
Finance
Requisitioning
Contract File

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of TEN AND $00 / 100(\$ 10.00)$, hereby walves and releases its lien and right to claim a lien for labor, services, or materials furnished to GOODWIN BROS. CONSTRUCTION on the job of HERNANDO COUNTY FL. to the following described property:

```
Description of Property:
FRONTAGE RD ADDITION
8R 50 & l-75, BROOKSVILLE
PORTION OF PUBLIC LAND IN HENDRY COUNTY FLORIDA
FRONTAGE ROAD ADDITION AT SR }60\mathrm{ & 1-75
BID 19C00102/BK/BROOKSVILLE FL HERNANDO COUNTY
```

Dated on May 15, 2023
Lenors Name AKCA LLC
4603 REECE RD
PLANT CITY FL 33566

By
Title:' General Manager
Printed Name Scott Walls

The foregoing instrument was acknowledged before me by means of $\qquad$ physical presence or online notarization, this 15 day of May, 2023, by Scott Walls
I Personally Known OR $\qquad$ Produced Identification Type of Identification Produced $\qquad$

(Notary Seal)
Stamped $\qquad$


Le日 C. Schmidt
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: $\qquad$

## FINAL WAIVER \& RELEASE

The undersigned lienor, in consideration of the final payment in the amount of $\mathbf{\$ 1 0 . 0 0}$ the receipt of payment is acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to INNOVATIVE CURBS INC on the job of FATHER SONS \& DAUGITTERS LLC (owner of property) for the job located on the following described property:

11195 CORTEZ OAKS BLVD, SPRING HILL FL; CORTEZ OAKS FRONTAGE ROAD; CORTEZ OAKS BLVD, FRONTAGE RD AND WESTERN CONNECTOR ENTRANCE; SWI/4 OF SE $1 / 4$ \& NE1/4 \& N1/2 OF SE1/4 \& SI/2 OF SW1/4 \& LESS A TR 1338X325X1335X325 FT MOL IN SE1/4 AS DES IN; PARCEL ID\#: R30 422 18000000200000 ; HERNANDO COUNTY FLORIDA

DATED on JUNE 18, 2019
Lienor's Name: CEMEX Construction Msterials Florida, LLC
800 N MAGNOLIA AVE STE 300


DOUGLAS THOMAS
AUTHORIZED AGENT

The foregoing instrument was signed in my presence this date of JUNE 18, 2019 by DOUGLAS THOMAS who is personally known to me, who did take an oath, and is a Credit Services Representative of CEMEX Construction Materials Florida, LLC

Notary Public



## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of $\$ 10.00$ hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced to Coastal Concrete Inc. following described property:

Frontage Rd, at I75 \& SR 50
Brooksville, FL

DATED: April 13, 2023

## B.E.T.-ER MIX INC. <br> 9301 Denton Ave. <br> Hudson, FL 34669

sy.Scepharie Godedor.
Stephanie Goldbaum - Credit Manager

State of Florida
County of Pasco

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 13 day of April 2023 by Stephanie Goldbaum, Credit Manager who is personally know to me or who has produced $\qquad$ as identification.


Signature of Notary Public - State of Florida

## TAUNI SCHAFFER

Print, type or stamp name of notary public
[X] Personally Known OR [ ] Produced Identification


TAUNISCHAFFER Commatalon 1 Hit 205850 Explores October 5, 2026
Type of Identification Produced $\qquad$

## EINAL WAIVER AND RELEASE OF LIEN

THE UNDERSIGNED Lienor, in consideration of the sum $\$ 10.00$, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Goodwin Brothers Construction, Inc. on the job of Frontage Road Sherman Hills to the following described property:

State Road 50 \& I-75, Hernando County, Florida.
Description of Labor And/or Materials Furnished:
REINFORCED CONCRETE PIPE AND RELATED MATERIALS
This waiver and release do not cover any retention or labor, services, or materials furnished after the date specified.

Dated on: April 10, 2023
Material man's Name: County Materials Corporation
Address: P.O. Box 435

By:


Sworn to and Subscribed before me by
Holly Hopkins, who is personally known to me and who did not take an oath
this: April 10. 2023


This statuary form prescribed by Section 713.20, Florida Statues (1996). Effective October I, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statuary form.

## UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIEN

DARBY SOLUTIONS, LLC
13710 BELLAMY BROS. BLVD.
DADE CITY, FL 33525

The undersigned lienor, in consideration of the final payment in the sum of $\$ 10.00$, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to DARBY SOLUTIONS, LLC on the job of HERNANDO COUNTY to the following property:

FRONTAGE ROAD AT SR 50 AND I-75 Job\# 2
30405 CRACKER XING
BROOKSVILLE, FL 34602-8504
Description of Labor and/or Materials Furnished: Rented Construction Equipment.
Dated: 5/5/2023


## JURAT

## STATE Of North Carolina

COUNTY OF Meckdenburg



Signature of Notary (Seal)

| CAROL ANN KUDA |
| :---: |
| Electronic Notary Pubilc |
| Mecklenburg County |
| North Carolina |
| Commission Expries 1012312026 |

## UNCONDITIONAL WAIVER AND RELEASE OF LIEN

## FINAL PAYMENT

The undersigned lienor, having received final payment in the amount of $\$ 10.00$, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Goodwin Bro's Construction, Inc on the job of Hernando County Department of Public Works to the following described property;

Sherman Hills Blyd
Frontage Road addition at SR 50 and I-75
Bid Number: 19-C00102/BK
Ridge Manor, FL

DATED April 10, 2023


Office Manager
Mack Industries, Inc. dba Mack Concrete Industries, Inc.
23902 County Road 561
Astatula, FL 34705
Telephone: (352) 742-2333

STATE OF FLORIDA
COUNTY OF LAKE
Sworn to and subscribed before me by physical presence this 10th day of April, 2023.


| CONSENT OF SURETY | OWNRR |
| :--- | :---: |
| TO FINAL PAYMENT | ARCHITICT |
| AIA DOCument G707 | CONTRACTOR |
| Bond No. 0224245 | SURETY |

Frontage Road Addition at SR 50 and I-75/Bid No. 19-C00102/BK/Hernando County, FL

In accordance whith the provisions of the Contract berween the Owner and the Contanctor ss indicated abrowe, the


Berkley Insurance Company
475 Steamboat Road
Greerwich, CT 06830
on bond of
(lumen mame and enditus of Cownactur)
Goodwin Bros. Construction, Inc.
P.O. Box 1689

Brooksville, FL 34605
, CONTRACTOR
hereby approves of the final payment to the Contrector, and egrees thar final payment to the Contractor shall not relieve the Surety of any of to obligations to

Hernando County, FL
20 N. Main Street
Brooksville, FL 34601

- OWNER
asset forth in sald Surety's bond.

IN WIINEsS WHHREROR, the Surety has hereunco sea tes hand on this date: April 10, 2023



Berkley Insurance Company
(ontis)

| Bevin R. Wojtowicz | Attomey-in-Fact |
| :--- | :--- |
| \& FL Licensed Agent |  |

## POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Kevin R. Wojtowicz or John R. Neu of Acrisure, LLC dba Nielson, Wojtowicz, Neu \& Associates of St. Petersburg, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S. $\$ 100,000,000.00$ ), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attomey-in-fact named; and further
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attomey or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19 th dsy of May

- 2021 .



## STATE OF CONNECTICUT )

## COUNTY OF FAIRFIELD ) ss:

Swom to before me, a Notary Public in the State of Connecticut, this 19th day of, May $\quad 2021$, by Ira S. Lederman and Jeffey M. Hatter who are swom to me to be the Executive Vice Presidentyay Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company. MAHAC RUNDGAMEN

NOTARY PURAC
CONNECTICTIT
Mr COMNNECTICN UTPIRES
APFLLL 30,2024


## CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attomey; that said Power of Attomey has not been revoked or rescinded and lhathe aurhority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of
 SEAI


