

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at **wvOASIS.gov**. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at **WVPurchasing.gov** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

WOASIS	Jump to: FORMS 🚖 Go 🚱 Home 🔑 Personalize 🚳 Accessibility 📴 App Help 🐔 About 🔯
Welcome, Lu Anne Cottrill	Procurement Budgeting Accounts Receivable Accounts Payable
Solicitation Response(SR) Dept: 0621 ID: ESR05151800000005239 Ver.:	Function: New Phase: Final Modified by batch , 05/15/2018
Header () 9	
	📃 List View
General Information Contact Default Values Discount Documen	Information
Procurement Folder: 442453	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0621
Vendor ID: 000000194664	SO Doc ID: DJS180000007
Legal Name: BELT PAVING INC	Published Date: 5/10/18
Alias/DBA:	Close Date: 5/15/18
Total Bid: \$89,770.00	Close Time: 13:30
Response Date: 05/15/2018	Status: Closed
Response Time: 9:30	Solicitation Description: ADDENDUM 1 PARKING LOT PAVING AND STRIPING-CHICK
	Total of Header Attachments: 9
	Apply Default Values to Commodity Lines View Procurement Folder



Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Solicitation Response

Proc Folder : 442453 Solicitation Description : ADDENDUM 1 PARKING LOT PAVING AND STRIPING-CHICK BUCKBEE JC Proc Type : Central Purchase Order				
Date issued	Solicitation Closes	Solicitation Respons	se	Version
	2018-05-15 13:30:00	SR 0621 E	SR0515180000005239	1

VENDOR			
00000194664			
BELT PAVING INC			
Solicitation Number:	CRFQ	0621	DJS180000007

2018-05-15

Response Time:

09:30:48

Response Date:

Comments:

\$89,770.00

Total Bid :

FOR INFORMATION CONTACT THE BUYE	R		
Crystal Rink			
(304) 558-2402			
crystal.g.rink@wv.gov			
Signature on File	FEIN #	DATE	
All offers subject to all terms and condition	ns contained in this solicitation		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Paving and Striping Parking Lot				\$89,770.00
Comm Code	Manufacturer	Specification		Model #	
72103301					
Extended Des	scription : Vendor to provide all lal at the J.M. Chick Buckb	bor, materials, equi bee Juvenile Center	pment and as as per the sp	sociated costs to l ecifications	Pave and Stripe parking lot and pave walkway



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation

 Proc Folder: 442453

 Doc Description: ADDENDUM 1 PARKING LOT PAVING AND STRIPING-CHICK BUCKBEE JC

 Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2018-05-10
 2018-05-15
 CRFQ
 0621
 DJS180000007
 2

BID RECEIVING LOCATION BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR

Vendor Name, Address and Telephone Number:

BELT PAVING, INC. P.O. BOX 1002 CUMBERLAND, MD 21501-1002 301-729-8994

FOR INFORMATION CONTACT THE BUYER	
Crystal Rink	
(304) 558-2402	
crystal.g.rink@wv.gov	
\sim	
All	
Signature X RANDY CIRILLO, VP FEIN # 52-186-597 DA	TE 5/15/2018
All of the second second second second in this second is the second se	

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO ESTABLISH A ONE-TIME CONTRACT FOR PAVING AND STRIPING AT CHICK BUCKBEE JUVENILE CENTER PER THE ATTACHED DOCUMENTS.

INVOICE TO	Devision and states in the	NE SECTION AND A S	SHIP TO		and the second states and	
ACCOUNT	IS PAYABLE		AUTHORIZED RECEIVE	R		
JUVENILE	SERVICES DIVISION O	F	J M CHICK BUCKBEE JU	JVENILE CENTER		
1200 QUA	RRIER ST		1 JERRY LN			
CHARLES	TON	WV25301	AUGUSTA	WV 2	26704	
US			US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
1	Paving and Striping Pa	arking Lot				

Comm Code	Manufacturer	Specification	Model #	
72103301				

Extended Description :

Vendor to provide all labor, materials, equipment and associated costs to Pave and Stripe parking lot and pave walkway at the J.M. Chick Buckbee Juvenile Center as per the specifications

SCHEDULE	OF EVENTS	
Line	<u>Event</u>	Event Date
1	MANDATORY PRE-BID MEETING	2018-05-01
2	QUESTION DEADLINE 10AM EST	2018-05-04

	Document Phase	Document Description	Page 3
DJS180000007	Final	ADDENDUM 1 PARKING LOT PAVING	of 3
		AND STRIPING-CHICK BUCKBEE JC	1

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DJS1800000007

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

> Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5

Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BELT PAVING,	INC.
Company	10
/	Free
Authorized Signature	RANDY CIRILLO, VICE PRESIDENT
05/15/2018	
Date	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jan Hami	Jawank
(Name, Title)	
JAY STANISLAWCZ	ŻYK, VICE PRESIDENT
(Printed Name and Tit	tle)
P.O. BOX 1002,	CUMBERLAND, MD 21501-1002
(Address)	
301-729-8994 / 30	01-729-0163
(Phone Number) / (Far	x Number)
jstan@thebeltgro	oup.com
(email address)	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

BELT PAVING, INC.

(Company)

(Authorized Signature) (Representative Name, Title)

RANDY CIRILLO, VICE PRESIDENT (Printed Name and Title of Authorized Representative)

05/15/2018

(Date)

301-729-8994 / 301-729-0163

(Phone Number) (Fax Number)

Revised 02/16/2018

acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	JAY STANISLAWCZYK, V.P.	
Telephone Number	:	
Fax Number:	301-729-0163	
Email Address:	jstan@thebeltgroup.com	

Revised 07/07/17

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

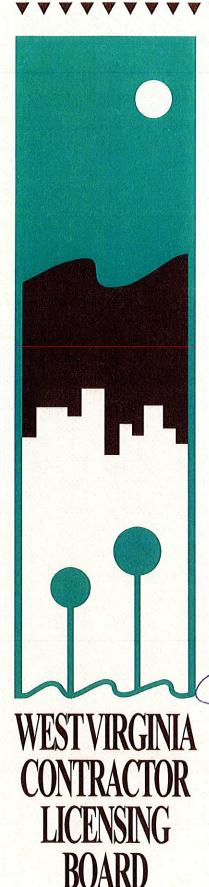
Contractor's Name:	BELT	PAVING,	INC.			
Contractor's License No.: WV	/- 024895	(SEE A	TTACHED	LICENSE	COPY)	

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of the request. Failure to submit the affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV024895

Classification:

GENERAL BUILDING GENERAL ENGINEERING

> BELT PAVING INC DBA BELT PAVING INC PO BOX 1002 CUMBERLAND, MD 21501-1002

Date Issued

NOVEMBER 15, 2017

Expiration Date

NOVEMBER 15, 2018

athorized Company Signature

Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name:BELT PAVING, HNC.	
Authorized Signature:	_ Date : 5/15/2018
State of MARYLAND RANDY CURILLO, V.P.	
County ofALLEGANY, to-wit:	
Taken, subscribed, and sworn to before me this $15TH$ ay ofMAY	, 20 <u>18</u> .
My Commission expires OCTOBER 17 , 2018.	
AFFIC SEAL HERE NOTARY PUBLIC	PAULA J HITE PAULA J HITE Purchasing Affidevit (Revised 01/19/2018)

REQUEST FOR QUOTATION CRFQ DJS1800000007 Parking Lot Paving, Striping and Walking Pad

EXHIBIT A – Pricing Page

	Pricing Page- Exhibit A	
tem #	Description All materials, labor, equipment and any associated costs to pay stripe the parking lot, pave area in back of building and pave a	/e,
1	walkway at the J.M. "Chick" Buckbee Juvenile Center	\$ 89,770.00
	Failure to use this form may result in disquelification	
	Bidder / Vendor Information:	
	Name:BELT PAVING, INC.	
	Address: P.O. BOX 1002	
	CUMBERLAND, MD 21501-1210	
1	Phone# : 301-729-8994	
	Email Address: jstan@thebeltgroup.com	

**NO SUBCONTRACTOR WILL PERFORM \$25,000.00 OF WORK ON THIS PROJECT.

EXHIBIT B – SPECIFICATIONS/PROJECT PLANS

Revised 07/07/17

Agency WV Purchasing Div.-DJS REQ.P.C# CRFQ 0621 DJS1800000007

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, <u>Belt Paving</u>, <u>Inc</u>. of <u>11521 Milnor Ave</u>, <u>Cumberland</u>, <u>MD</u>, as Principal, and <u>Fidelity & Deposit Co</u>, <u>of MD of Schaumburg</u>, <u>IL</u>, scorporation organized and existing under the state of <u>Maryland</u> with its principal office in the City of <u>Schaumburg</u>, <u>IL</u>, as Surety, are held and finnity bound unto the State of West Virginia, as Obligae, in the penal sum of <u>5% of Total Bid</u> (\$ <u>5%</u>) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our hele, administrators, executors, successors and assigns.

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) if said hid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall fundsh any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreemant created by the acceptance of acid bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

WITNESS, the following signatures and seals of Principal and Suraty, executed and sealed by a proper officer of Principal and Suraty, or by Principal Individually if Principal is an Individual, this 15thday of ______ May _____ 2018

Principal Seal

Belt Paving, Inc.
(Name of Britisipal)
By Randy Cirillo
(Must be President, Vice President, or Duly Authorized Agent)
Vice President
(Title)
Fidelity & Deposit Co. of MD
(Name of Surely)
EndRAL
Attorney-in-Fact

Surety Seal

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance, must sfilk its seal, and must attach a power of attorney with its seal affixed.

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Craig E. WENGERD, Michael FETCHERO, Brian E. MCCLOSKEY, Rebeca E. GOBRECHT, Marla K. MAYLES, Edward R. SEWARD, Lisa WINCHESTER, Shelley MCCABE and Jocelyn KAPTAIN, all of Cumberland, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of June, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Vice President Thomas O. McClellan

Lie D. Burg

Secretary Eric D. Barnes

State of Maryland County of Baltimore

On this 15th day of June, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a Durn-



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

POA-F 025-0978B

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.



Gerald 7 Haley

Gerald F. Haley, Vice President