

RESOLUTION 16-111

A RESOLUTION TO AUTHORIZE THE INTERIOR AND EXTERIOR COATING OF STONEGATE WATER STORAGE TANK

WHEREAS, the Stonegate water storage tank is in need of interior and exterior coating removal and replacement; and

WHEREAS, during inspections revealed the need for this project to maintain quality and health of the water system; and

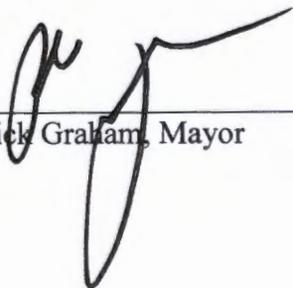
WHEREAS, sealed bids were received on July 26, 2016; and

WHEREAS, the City of Spring Hill, Board of Mayor and Alderman allocated \$200,000.00 in funds for this project in the 2016-2017 fiscal year budget; and

WHEREAS, Preferred Sandblasting LLC was the lowest bid amount received using the specified paint at \$104,000.00.

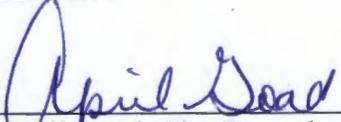
NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes Preferred Sandblasting LLC to perform the removal and replacement of the interior and exterior coating of the Stonegate water storage tank in the amount of \$104,000.00, as recommended by the Budget Finance Advisory Committee on August 15, 2016.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 15th day of August 2016.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 16-111*
SUBMITTED BY: Victor Lay, City Administrator
Caryl A. Giles, Water Plant, Superintendent
DATE: July 28, 2016
RE: Interior & Exterior Blasting & Coating of Southside Water Storage Tank
ATTACHMENTS: Summary of Bids

PURPOSE:

Interior and exterior blasting and coating of this tank is necessary to maintain water quality and protect the tank from degradation.

BACKGROUND:

Several years have passed since the coating on the Southside tank has been addressed. Professional inspections of the water tank have revealed the need for this project to be performed. Upon completion of the Hardins Landing Tank it is possible for City staff to remove this tank from service and complete this project without interruption of service and without compromising pressure in the adjacent area of the tank.

FINANCIAL IMPACT:

The cost to remove and replace the coating; and paint the City logo has been budgeted at \$200,000.00. Bids were received on July 26, 2016. Staff recommends Preferred Sandblasting and Painting, LLC, of Shelbyville, TN. Bid amount using the specified TNEMEC paint was \$104,000.00.

STAFF RECOMMENDATION:

Staff reviewed and scored the eleven bids received. We have requested the recommended contractor to verify by email he is comfortable with the completion of the scope of work at his bid price of \$104,000.00 with a flat \$500.00 pit filling charge.

ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

This project will require sixty (60) calendar days. Notice to proceed of construction will need to be as close to September 1st as possible, to have the project completed before winter weather. For sure this will be completed the before peak demand season of 2017.

Summary of Bids



ISSUE DATE: June 21, 2016
CONTACT: Caryl Ann Giles
PHONE NUMBER: (931) 489-5791
FAX NUMBER: (931) 489-5795
EMAIL: cgiles@springhilltn.org

SUBMIT PROPOSAL/OFFER PRIOR TO:
CLOSING DATE: July 26, 2016
CLOSING TIME: 2:00 P.M. (Local Time)

SUBMIT TO:
See Section 4.0
 FAX/EMAIL NOT ACCEPTED

DESCRIPTION:

Work involves preparing surfaces, painting interior, exterior and protecting surroundings of the City's .34 MG ground level storage tank located at 3626 Stonegate Drive, Spring Hill, TN 37174

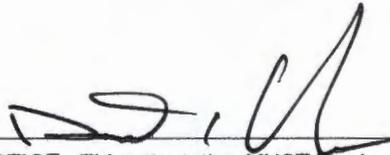
Company:	Bid Amount:	Alternate Bid:	Pitt Filling:
American Energy Systems	\$179,000.00	No Bid	Included
Utility Service Co., Inc.	\$149,500.00	\$145,200.00	\$500.00/gallon
Classic Protective Coatings	\$230,200.00	No Bid	5.00 (epoxy)
Huffman Tank & Tower, Inc.	\$115,000.00	\$130,000.00	25.00/sqft
Southern Road & Bridge	\$202,750.00	No Bid	\$2,500.00
Superior Industrial Maintenance Co .	\$227,400.00	\$214,500.00	\$2000.00
Amec Foster Wheeler	\$138,952.00	No Bid	\$35.00/sqft
Scott I. Enterprises, Inc.	\$162,700.00	No Bid	\$300.00/gallon used
Preferred Sandblasting & Painting LLC	\$104,000.00	No Bid	\$500.00
Tank Pro, Inc.	\$147,821.00	\$133,412.00	\$200.00
Charlie Irwin Painting, LLC	\$115,000.00	\$105,000.00	\$8.00/sqin

**ATTESTATION REGARDING PERSONNEL USED IN
CONTRACT/AGREEMENT PERFORMANCE**

CONTRACTOR'S LEGAL ENTITY NAME AND ADDRESS:	PREFERRED SAND BLASTING & PAINTING, LLC 201 ANTHONY LANE SHELBYVILLE, TN 37160
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	20-5501584

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Agreement.

SIGNATURE & DATE:



NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

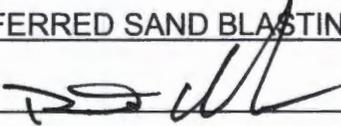
CITY OF SPRING HILL, TENNESSEE
INTERIOR AND EXTERIOR BLASTING AND PAINTING OF STONEGATE TANK

INDEMNIFICATION AGREEMENT

Contracting Company PREFERRED SAND BLASTING & PAINTING, LLC

agrees to indemnify and save the Government of Spring Hill, the City of Spring Hill; and any subconsultants, on or off duty, officers, employees of the City of Spring Hill, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the intentional negligence of the City of Spring Hill; on this project.

Contracting Company: PREFERRED SAND BLASTING & PAINTING, LLC

Signature of Company Officer:  _____

Title: Owner _____

Date: _____

SECTION 00514

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 20____, by and between the City of Spring Hill of Maury County, Tennessee, acting herein through its Mayor and hereinafter called the "Owner", and Preferred Sand Blasting & Painting, LLC doing business as _____ of the City of Shelbyville _____, County of Bedford _____, State of Tennessee and hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete **CITY OF SPRING HILL INTERIOR AND EXTERIOR BLASTING AND PAINTING OF STONEGATE TANK**, hereinafter included in the phrase "the Project", for the sum of One Hundred Four Thousand and 00/100 Dollars (\$ 104,000.00) and all extra work in connection therewith under the terms as stated in the General, Supplementary, and Special (if applicable) Conditions of the Contract and at his own and proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and at the price(s) stated in the Contractor's Bid Form and also in accordance with the General, Supplementary, and Special (if applicable) Conditions of the Contract; the plans (which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof); and the specifications and Contract Documents therefor, all as prepared by the City of Spring Hill, TN herein entitled the owner, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the entire project fully within sixty (60) consecutive calendar days thereafter for **CITY OF SPRING HILL, TENNESSEE, INTERIOR AND EXTERIOR BLASTING AND PAINTING OF STONEGATE TANK**.

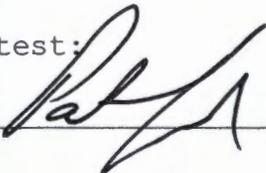
The parties hereto recognize that time is of the essence of the Contract, and that the Owner will suffer financial loss if the Project is not fully complete within the period of time specified, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the

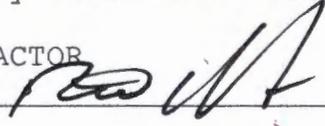
project is not complete on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not for penalty), the Contractor shall pay the Owner Two Hundred Dollars (\$200.00) per day, for each consecutive calendar day that expires after the time specified for completion until the Project is complete.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions as provided in the General Conditions and Supplementary Conditions of the Contract and only as approved by written notice from the owner. The contractor shall not be due any additional cost above said contract total amount, whether lump sum or unit cost basis, for any work performed without prior written approval from the owner regardless of any perceived agreement with any other agent of the city.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

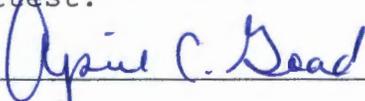
Attest: 

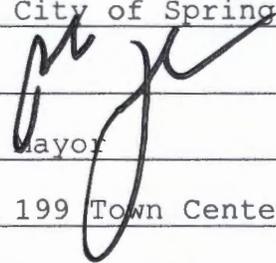
CONTRACTOR
By 
Title OWNER
Address 201 Anthony Lane
Shelbyville, TN 37160

Telephone No. 931-685-1009

Contractor's License No. TN# 00054893



Attest: 

OWNER
City of Spring Hill
By 
Title Mayor
Address 199 Town Center Parkway
Spring Hill, TN 37174

Telephone No. (931) 486-2252

END OF SECTION

0100-417
00514-2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Elite Insurance Solutions 1894 General George Patton Dr Suite 100 Franklin TN 37067	CONTACT NAME: Account Executive PHONE (A/C, No, Ext): (615) 371-5400 E-MAIL ADDRESS: info@myeliteis.com		FAX (A/C, No): (615) 224-8645
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED PREFERRED SANDBLASTING & PAINTING LLC 201 ANTHONY LN SHELBYVILLE TN 37160-9438	INSURER A: Erie Insurance Exchange		26271
	INSURER B: Berkley Assigned Risk Services		
	INSURER C: Crum & Forster		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1632406271 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			Q10-0740045	10/7/2015	10/7/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-41-94-03702900	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			EPK113960	8/26/2016	10/1/2016	Ea Pollution Condition 1,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Spring Hill 199 Town Center Parkway Spring Hill, TN 37174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Paula Morgan/EXE <i>Paula Morgan</i>

BONDS EXECUTED IN THREE (3) ORIGINAL COUNTERPARTS

SECTION 00611

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Preferred Sand Blasting & Painting, LLC, a Corporation hereinafter called "Principal," and Selective Insurance Company of America of Branchville, State of New Jersey, hereinafter called the "Surety," are held firmly bound unto the City of Spring Hill, Tennessee, hereinafter called "Owner," in the penal sum of One Hundred Four Thousand and 00/100 Dollars (\$104,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner, dated the ___ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the **City of Spring Hill, Tennessee INTERIOR AND EXTERIOR BLASTING AND PAINTING OF STONEGATE TANK.**

NOW THEREFORE, if the Principal shall well, truly, and faithfully perform his duties, all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, shall fully indemnify and save harmless the Owner from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Contract, or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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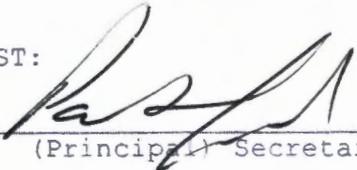
SEND ALL CLAIM NOTICES TO:
Selective Insurance Co. of America
Bond Claims
P.O. Box 7265
London, Kentucky 40742
CSVCenter@selective.com

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

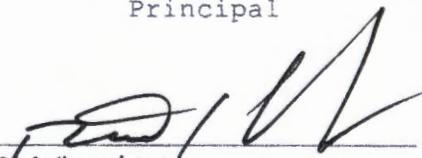
IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20 ____.

Preferred Sandblasting & Painting, LLC
Principal

ATTEST:



(Principal) Secretary

By 

201 Anthony Lane
Shelbyville, Tennessee 37160

Address

Witness as to Principal
201 Anthony Lane
Shelbyville, Tennessee 37160

Address

Selective Insurance Company of America
Surety

ATTEST:

See Power of Attorney

(Surety) Secretary

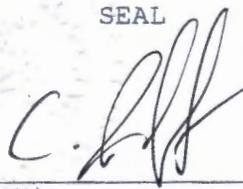
By 

Attorney-in-Fact

Pamela D. Puskarich, Attorney-in-Fact
3000 Meridian Blvd., Ste. 100, Franklin, Tennessee 37067

Address

SEAL



Witness as to Surety

Colin K. Patterson, Witness
3000 Meridian Blvd., Ste. 100, Franklin, Tennessee 37067

Address

END OF SECTION

0100-417
00611-2

BONDS EXECUTED IN THREE (3) ORIGINAL COUNTERPARTS

SECTION 00621

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Preferred Sand Blasting & Painting, LLC, a Corporation, hereinafter called "Principal," and Selective Insurance Company of America of Branchville, State of New Jersey, hereinafter called the "Surety," are held firmly bound unto the City of Spring Hill, Tennessee, hereinafter called "Owner," in the penal sum of One Hundred Four Thousand and 00/100 Dollars (\$ 104,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the **City of Spring Hill, Tennessee, INTERIOR AND EXTERIOR BLASTING AND PAINTING OF STONEGATE TANK.**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such Contract and any authorized extension or modification thereof (including all amounts due for materials, lubricants, oil, gasoline, and repairs on machinery, equipment, and tools) consumed or used in connection with the construction of such work; for all insurance premiums on said work; and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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00621-1

SEND ALL CLAIM NOTICES TO:
Bond Claims
Selective Insurance Co. of America
P.O. Box 7265
London, Kentucky 40742
CSVCenter@selective.com

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

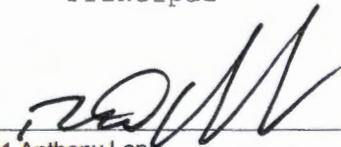
Preferred Sandblasting & Painting, LLC

Principal

ATTEST:


(Principal) Secretary

By


201 Anthony Lane
Shelbyville, Tennessee 37160
Address

SEAL

Witness as to Principal

201 Anthony Lane
Shelbyville, Tennessee 37160
Address

Selective Insurance Company of America

Surety

ATTEST:

See Power of Attorney

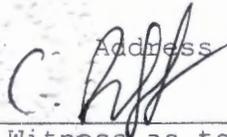
(Surety) Secretary

By 

Attorney-in-Fact

Pamela D. Puskarich, Attorney-in-Fact
3000 Meridian Blvd., Ste. 100, Franklin, Tennessee 37067

SEAL


Address
Witness as to Surety

Colin K. Patterson, Witness
3000 Meridian Blvd., Ste. 100, Franklin, Tennessee 37067
Address

END OF SECTION

0100-417

00621-2



SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1176125

POWER OF ATTORNEY

Class B Performance Bond

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Pamela D Puskarich**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **One Hundred Four Thousand Dollars (\$104,000.00)**

Signed this 8th day of September, 2016

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

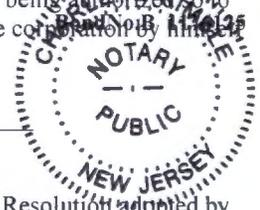
:ss. Branchville

COUNTY OF SUSSEX :

On this 8th day of Septemb, 2016 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid

Signed this _____ day of _____, _____

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

CERTIFIED COPY