



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$311,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$311,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  No  
 Does this item include the use of federal funds? Yes No

**Budget Account No:**  
 Fund 3502 Dept 361 Unit 1424 Object 6551

**Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Road Impact Fee Fund - Zone 2  
 Okeechobee Blvd and Church St Intersection Imp.

Annual Contract Work Order	
Estimated Construction Costs	\$ 282,705.00
Contingency	\$ 28,295.00
Fiscal Impact	\$ 311,000.00

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*Lucy Marie Glaz*  
 \_\_\_\_\_  
 OFMB *6/1/22*  
*6-2-22*

*John J. Javorek*  
 \_\_\_\_\_  
 Contract Dev. and Control  
*7-15-22 TW*

**B. Approved as to Form and Legal Sufficiency:**

*[Signature]*  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**



LOCATION MAP

**WORK ORDER # 2020055-68 TO THE  
PATHWAY AND MINOR CONSTRUCTION  
BY AND BETWEEN PALM BEACH COUNTY  
AND WYNN & SONS ENVIRONMENTAL COSTRUCTION COMPANY, INC. FOR  
OKEECHOBEE BOULEVARD AND CHURCH STREET INTERSECTION  
IMPROVEMENT**

This Work Order to the Contract for Annual Pathway and Minor Construction (R2020-1641), dated November 17, 2020 (**ANNUAL CONTRACT**) is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**COUNTY**) and WYNN & SONS ENVIRONMENTAL COSTRUCTION CO., INC. (**CONTRACTOR**) (individually Party and collectively Parties).

**WITNESSETH**

**WHEREAS**, the **COUNTY** and **CONTRACTOR** entered into an **ANNUAL CONTRACT** on a work order basis on November 17, 2020 (R2020-1641); and

**WHEREAS**, the **COUNTY** desires the **CONTRACTOR** to construct intersection improvements at Okeechobee Boulevard and Church Street in Palm Beach County, Florida ("**IMPROVEMENTS**"); and

**WHEREAS**, the **CONTRACTOR** agrees to construct the **IMPROVEMENTS** in accordance with the terms and conditions of the **ANNUAL CONTRACT**, and as directed and accepted by the Engineering Department, Road & Bridge Division; and

**Re: OKEECHOBEE BOULEVARD AND CHURCH STREET INTERSECTION  
IMPROVEMENT**

**Work Order No.: 2020055-68**

**WHEREAS**, based on the pricing agreed to in the **ANNUAL CONTRACT**, the Parties agree that a cost not to exceed \$311,000 is appropriate compensation for the services to be performed by the **CONTRACTOR** to construct the **IMPROVEMENTS**.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** That for and in consideration of the mutual benefits that flow from each to the other, the Parties hereto agree as follows:

1. The above recitals are true and are incorporated herein.
2. The **CONTRACTOR** agrees to construct the **IMPROVEMENTS** in accordance with the **ANNUAL CONTRACT**, and as further described in **Exhibit "A"**.
3. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$311,000 to construct the **IMPROVEMENTS**. Final payment shall be per documented quantities installed.
4. The following Exhibits are attached to and made part of this Work Order:
  - a) **Exhibit A** - Work Order Request and Scope/Cost Estimate; and
  - b) **Exhibit B** - OEBO Schedules 1 and 2; and
  - c) **Exhibit C** -Public Construction Bond

**INTENTIONALLY LEFT BLANK**

**Re: OKEECHOBEE BOULEVARD AND CHURCH STREET INTERSECTION  
IMPROVEMENT**

**Work Order No.: 2020055-68**

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order for the **IMPROVEMENTS**, pursuant to the **ANNUAL CONTRACT**, on behalf of the **COUNTY**, and **CONTRACTOR** has hereunto set its hand the day and year above written.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

**BY:** \_\_\_\_\_  
Robert S. Weinroth, Mayor

**ATTEST:**  
Joseph Abruzzo,  
Clerk of the Circuit Court & Comptroller

**BY:** \_\_\_\_\_  
Deputy Clerk

**S E A L**

**APPROVED AS TO TERMS  
AND CONDITIONS:**

**BY:** \_\_\_\_\_

**APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
Yelizaveta Herman, Assistant County Attorney

**CONTRACTOR:**

**Wynn & Sons Environmental Construction  
Co., Inc., a Florida Corporation**

**BY:** \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name and Title)

**C O R P O R A T E   S E A L**

**WITNESS:**

**BY:** \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

**BY:** \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)





PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:

- WORK ORDER NO. 2020055-68
NEW AUTHORIZATION
CHANGE ORDER NO.
SUPPLEMENTAL NO.
OTHER:

REQUESTING DIVISION:

- ROAD & BRIDGE
TRAFFIC
ROADWAY PRODUCTION
CONSTRUCTION COOR.
STREETSCAPE

INFORMATION:

DATE October 12, 2021
REQUESTOR Thomas Coppini
COMMISSION DISTRICT NO: 2
RESOLUTION NO: R 2020-1641
PBC PO NUMBER:

PROJECT LOCATION/LIMITS: Okeechobee Boulevard and Church Street Intersection Improvements
PROJECT NUMBER: 2013534 BUDGET LINE ITEM: 3502-361-1424-6551
CONTRACT NUMBER: 2020055 CONTRACT DATE: November 17, 2020

CONTRACTOR/CONSULTANT/VENDOR: Wynn & Sons Environmental Construction, Inc. VENDOR #: WYNN0001
CONTACT: Dan Wynn CONTACT PHONE NUMBER: (561) 793-9400

Details: In accordance with your contract, you are to provide the following services: Intersection improvements as directed. A separate NTP will be issued directing the contractor to commence work within five (5) working days. The contract duration for this work request is 30 days.

This work shall be coordinated with, (48 hours prior to commencement of work):
Thomas Coppini, Construction Project Mgr. R & B (561) 233-3962

The total amount of this request, per the attached documentation, is not to exceed \$ 311,000.00
The Small Business Enterprise (SBE) goal for this contract is 90.9%.
The estimated SBE participation for this request is 100%.
The cumulative SBE participation to date for this Contract including this request is 100%.

Table with 3 columns: Name, Title, Telephone Number. Row 1: Thomas Coppini, Project Manager, (561) 233-3962

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this Work Order by signing and returning a duplicate copy.

Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

Signature Date

Signature Date

Printed Name and Title

Printed Name and Title

PALM BEACH COUNTY APPROVALS

BOARD APPROVAL? Date:

Division Approval Date

Budget Approval Date

Assistant County Engineer Date

Contract Review Committee (when required) Date



## ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE

DATE: 8/4/2021

Project Description:	Intersection Improvements	Road Maintenance District:	2		
Project Location:	Okeechobee Boulevard and Church Street	Commission District:	2		
Item #	Item Description	Quantity	Unit	Unit Price	Amount
4	Clearing & Grubbing	1	AC	\$ 50.00	\$ 50.00
5	Remove Existing Asphalt (Full Depth) (See Notes)	388	SY	\$ 0.75	\$ 291.00
6	Regular Excavation	188	CY	\$ 4.50	\$ 846.00
8	Embankment (Compacted in Place)	54	CY	\$ 7.00	\$ 378.00
10	Finish Grading	267	SY	\$ 2.00	\$ 534.00
12	6" Base (Incl. Prime Coat)	200	SY	\$ 6.00	\$ 1,200.00
13	8" Base (Incl. Prime Coat)	200	SY	\$ 17.50	\$ 3,500.00
19	Mill Existing Asphalt, Full Size Milling Machine - <5,000 SY (See Notes)	2	1/2 Day	\$ 4,700.00	\$ 9,400.00
24	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	165	TN	\$ 200.00	\$ 33,000.00
27	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	1080	TN	\$ 112.00	\$ 120,960.00
39	Inlets ( Curb ) ( Type P-2 ) (Partial - Top Only)	1	EA	\$ 3,000.00	\$ 3,000.00
41	Inlets ( Curb ) ( Type P-5 ) (Partial - Top Only)	1	EA	\$ 3,000.00	\$ 3,000.00
44	Inlets ( Ditch Bottom ) (Type C)	2	EA	\$ 2,800.00	\$ 5,600.00
50	Manhole (Type 8) (Partial - Top Only)	1	EA	\$ 1,500.00	\$ 1,500.00
52	Adjust Existing Manhole or Inlet	4	EA	\$ 500.00	\$ 2,000.00
65	Concrete Pipe Culvert (18" RC <sup>P</sup> )	128	LF	\$ 72.00	\$ 9,216.00
102	Dewatering (6" Pump/Wellpoints)	8	ED	\$ 3,500.00	\$ 28,000.00
105	Concrete Curb (Type L) (See Notes)	16	LF	\$ 8.75	\$ 140.00
107	Concrete Curb & Gutter (Type F)	680	LF	\$ 14.75	\$ 10,030.00
108	Concrete Curb & Gutter Type F Removal	60	LF	\$ 9.00	\$ 540.00
143	Sodding (To Match Existing) (See Notes)	800	SY	\$ 4.90	\$ 3,920.00
NIC 1	NIC MOT	30	ED	\$ 1,200.00	\$ 36,000.00
NIC 2	NIC Inlets (curb)(Type Valley B-J Box) <10'	1	EA	\$ 9,600.00	\$ 9,600.00
				SUBTOTAL:	\$ 282,705.00
				CONT:	\$ 28,295.00
				TOTAL:	\$ 311,000.00

Wynn 2020053

Prepared By: ACR



# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Annual Contract      SOLICITATION/PROJECT/BID No.: 2020-055  
 NAME OF PRIME RESPONDENT/BIDDER: Wynnt Sns Inc      ADDRESS: 7268 Belvedere Ln WPB FL 33411  
 CONTACT PERSON: Rick Vayce      PHONE NO.: 813-727-9452      E-MAIL: RICK.VAYCE@WYNNTSNS.COM  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_      DEPARTMENT: CONTRACT. LET.

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>Wynnt Sns Inc</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	—	—	—	✓	—
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—

(Please use additional sheets if necessary)

Total \_\_\_\_\_

Total Bid Price: 311,000      Total SBE - M/WBE Participation: 100%

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_ Signature \_\_\_\_\_ Title JM

- Note:
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant for any tier and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2020-055

SOLICITATION/PROJECT NAME: 1-Juanita Pathway to Minor Construction

Prime Contractor: Weyant Sons Subcontractor: \_\_\_\_\_

(Check box(s) that apply)  
 SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/20/21

The undersigned affirms they are the following (select one from each column if applicable):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	<u>VARIOUS</u>				<u>311,000</u>

The undersigned Subcontractor/subconsultant I Weyant Sons prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant	Price or Percentage: _____
---	----------------------------

Weyant Sons Inc  
 Print Name of Prime  
 By: [Signature]  
 Authorized Signature  
 Print Name  
 Title  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Print Name of Subcontractor/subconsultant  
 By: \_\_\_\_\_  
 Authorized Signature  
 Print Name  
 Title  
 Date: \_\_\_\_\_

**INSURANCE/SURETY BONDS**  
**JOHNSON**  
**& COMPANY**

November 10, 2021

Palm Beach County Board of County Commissioners  
2300 North Jog Road, Suite 3W-33  
West Palm Beach, FL 33411

RE: Authority of Date Bonds and Powers of Attorney  
Principal: Wynn & Sons Environmental Construction Co., Inc.  
Project: Okeechobee Boulevard and Church Street Intersection Improvements  
Project No: 2013534 / Work Order No.: 2020055-68  
Bond No. 602-112547-8

To Whom It May Concern;

Please be advised that as Surety on the above referenced bond, we hereby authorize the Palm Beach County Board of County Commissioners to date the Performance and Payment Bonds, Powers of Attorney for the above captioned project concurrent with the date of the contract agreement.

United States Fire Insurance Company



Brett A. Ragland  
Attorney-In-Fact and Florida  
Licensed Resident Agent

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 602-112547-8

BOND AMOUNT: Three Hundred Eleven Thousand and 00/100 \$311,000.00

CONTRACT AMOUNT: Three Hundred Eleven Thousand and 00/100 \$311,000.00

CONTRACTOR'S NAME: Wynn & Sons Environmental Construction Co., Inc.

CONTRACTOR'S ADDRESS: 7268 Belvedere Road  
West Palm Beach FL 33411

CONTRACTOR'S PHONE: (561)686-6077

SURETY COMPANY: United States Fire Insurance Company

SURETY ADDRESS: 305 Madison Avenue  
Morristown NJ 07962

SURETY PHONE: 973-490-6600

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Jog Road, Suite 3W-33  
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

PROJECT NO.: 2013534 Work Order No.: 2020055-68

DESCRIPTION OF WORK: Okeechobee Boulevard and Church Street Intersection Improvement

PROJECT LOCATION: Okeechobee Boulevard and Church Street, Palm Beach County, Florida

LEGAL DESCRIPTION: No legal description is available. The best description available is as indicated on the Project Location above.

## PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

As Oblige, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

\$ 311,000.00

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a Contract with the County for:

Project Name:	Okeechobee Boulevard and Church Street/Intersection Improvements
Project No.:	2013534 Work Order #2020055-68
Project Description:	Intersection Improvements
Project Location:	Palm Beach County, Florida

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	TBD
Location of Firm:	TBD
Phone:	TBD
Fax :	TBD

which Contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated \_\_\_\_\_ between Principal and County for the construction of the project as described above, the Contract being made part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

PCB-2



### PUBLIC CONSTRUCTION BOND

5. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not Claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, Delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST:

\_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Title)

(Seal)

Wynn & Sons Environmental Construction Co., Inc.

By: \_\_\_\_\_

(Principal)

ATTEST:

\_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 Laura Krajczewski  
 (Print Name)  
 \_\_\_\_\_  
 Witness  
 \_\_\_\_\_  
 (Title)

(Seal)

United States Fire Insurance Company

By: \_\_\_\_\_

(Surety)

Brett A. Ragland,  
Attorney-In-Fact and Florida Licensed Resident Agent

**PUBLIC CONSTRUCTION BOND**

**DESCRIPTION OF WORK:** Okeechobee Boulevard and Church Street/Intersection Improvements  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PROJECT LOCATION:** Palm Beach County, Florida  
 \_\_\_\_\_

**SURETY COMPANY:** United States Fire Insurance Company  
 \_\_\_\_\_

**SURETY ADDRESS:** 305 Madison Avenue  
Morristown, NJ 07962  
 \_\_\_\_\_

**SURETY PHONE:** (973)490-6600  
 \_\_\_\_\_

**BOND NUMBER:** 602-112547-8  
 \_\_\_\_\_

**BOND AMOUNT:** \$311,000.00  
 \_\_\_\_\_

**CONTRACT AMOUNT:** \$311,000.00  
 \_\_\_\_\_

As the Surety Company for Wynn & Sons Environmental Construction Co., Inc. we have executed the captioned bond. Because the Contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, United States Fire Insurance Company, permission is hereby granted to Palm Beach County to fill in the Contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

Exhibit C, Pg. 6 of 6

02613429121

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*John S. Harris, Joseph D. Johnson, Jr., Brett A. Ragland*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



*A. R. Slimowicz*

Anthony R. Slimowicz, President

State of Pennsylvania )  
County of Philadelphia )

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the      day of      20

UNITED STATES FIRE INSURANCE COMPANY



*Al Wright*

Al Wright, Senior Vice President