

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2019**

**BID # 2019 - 1
TRAFFIC SIGNAL PREEMPTION SYSTEMS**

**PLEASE CONTACT JESSICA HORAN-KUNCO WITH QUESTIONS
AT JHKUNCO@ERIEAREACOG.ORG
OR (814) 454-1770**

PROPOSAL FROM:

COMPANY: EMERGENCY Traffic Systems, Inc.
ADDRESS: 540 Wlot 18
ERIE, PA 16502
CONTACT NAME: PATRICK DEKE
PHONE #: 814-616-2455
E-MAIL: emergencytrafficSystems@gmail.com
DATE: 2-19-2019

ERIE AREA COUNCIL OF GOVERNMENTS

150 East Front Street · Suite 300 · Erie, PA 16507
Phone (814) 454-1770 · Email jhkunco@erieareacog.org

NOTICE

TO: ALL PROSPECTIVE BIDDERS
FROM: EACOG'S JOINT BIDDING COMMITTEE
SUBJECT: SOLICITATION OF BIDS -- TRAFFIC SIGNAL PREEMPTION SYSTEMS
DATE: February 1, 2019

Sealed bid proposals will be received by the Erie Area Council of Governments Joint Bidding Committee, acting on behalf of the Townships of Millcreek and Summit. Bid proposals must be enclosed in a sealed envelope with EACOG Bid # 2019 -1 and the name and address of the bidder on the exterior of the sealed envelope.

Sealed bids will be received by delivery, mail or drop off, until 10:00 AM, Wednesday, February 20, 2019 to:
Summit Township Municipal Building
1230 Townhall Rd. West
Erie, PA 16509

No bids will be accepted via e-mail or website.

All bids submitted shall be **publicly opened and read aloud at:**
Summit Township Municipal Building
1230 Townhall Rd. West
Erie, PA 16509
on Wednesday, February 20, 2019 at 10:00 A.M.
No bids will be accepted after 10:00 A.M.

Items for which bids will be received include:
Radio Controlled Preemption Receivers
Equipment Antennas
Radio Controlled Preemption Transmitters

The role of the EACOG'S Joint Municipal Bidding Committee is to combine the participating municipalities' anticipated annual material requirement, to agree on a standard bidding specification acceptable to all participating municipalities and to seek competitive bids for all items jointly, in an effort to receive a lower, more equitable price for all participating local governments. **Each municipality reserves the right to reject any and all bids.**

If you have any question regarding the enclosed bidding specification/procedures, please contact Jessica Horan-Kunco, Executive Director at 814-454-1770 or jhkunco@erieareacog.org.

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

INSTRUCTIONS TO BIDDERS

ARTICLE I - DEFINITIONS

Wherever used in these contract documents or specifications, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

Bidder - Any person, firm, or corporation submitting a bid.

Contract - The signed written agreement between the Owner and the Contractor covering the materials, supplies, equipment, product and/or services to be purchased.

Contract Date - The effective date of the beginning of the Contract time. Such date to be in accord with Article VIII and to be indicated by the Owner in the notice of award.

Contract Documents - The contract documents shall consist of the advertisement for bids or notice to bidders; bid security; performance bonds; instructions to bidders; form of proposal; the Contract, the general and special conditions of contract; and the detail specifications, including all modifications thereof incorporated in any of the documents before the execution of the Contract.

Contract Term - The calendar period stated in the Contract and/or Form of Proposal for the completion of the project and/or Contract as specified.

Contractor - The person, firm, or corporation with whom the Owner has executed the Contract.

Form of Proposal - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the material and/or services to be furnished.

Modification - Any written amendment of any of the contract documents (including change orders) duly executed and delivered after executions of the Contract.

Notice - Notice shall be deemed to have been duly served if delivered in person or electronically via website or email to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation.

Number - The singular shall be deemed to include the plural, and the plural the singular, as the context may require and is the masculine gender.

Owner - During bidding procedures, the Owner shall be represented by the Erie Area Council of Governments' Joint Municipal Bidding Committee. During the Bidder selection and contract terms selection, and after the finalization of the Contract with the individual Participants, the Owner shall generally be understood to be the Participants named in the contract document and/or each Contract.

Participants - The municipalities of Millcreek Township and Summit Township.

Security - Bid bond, performance bond, payment bond, certified check, and other instruments of security, furnished by the bidder and his surety in accordance with the contract documents.

ARTICLE II - AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS

The award of the Contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidder to complete the project or to provide the requested material, supplies, equipment, product and/or services to the satisfaction of the Owner, within the time prescribed. **The Owner reserves the right to reject the bid of any Bidder who does not pass such investigation to the Owner's satisfaction.**

The Owner reserves the right to reject any or all bids, in whole or part, and to waive any informality in bids received when such is in the best interest of the Owner and to reject the bid(s) of a Bidder who in the opinion of the Owner is not in a position to perform the Contract. Each municipality reserves the right to reject any bid, without jeopardizing the bid price to those municipalities who desire to award or accept the bid.

In analyzing bids, the Owner may take into consideration alternates and unit prices if requested by the Form of Proposal. The Owner will give the successful Bidder written notice of the award within sixty (60) day after the opening of the bids. The Owner shall be required to take the proper action to accept or reject the bids submitted with sixty (60) days of the bid opening.

Each municipality will execute its own Contract with the successful

bidders and shall be liable only for supplies, equipment, material, product and/or services contracted for by itself. Each successful Bidder shall be required to invoice each participating municipality separately.

Upon notification and within ten (10) days of the execution of the contract documents the contractor will be required to deliver a performance bond as security for the faithful performance of this Contract. The performance bond will be provided to each of the awarding municipalities payable to each municipality. The performance bond shall be in the amount of fifty percent (50%) of the Contract amount based on the estimated quantities of the awarding municipality and the bidder's proposed price.

Failure of the successful Bidder to execute the contract documents and deliver the required security within ten days (10) of the notification of the award shall be just cause for the Owner to annul the award and declare the bid and any guarantee thereof forfeited.

ARTICLE III - REQUIREMENTS FOR SIGNING BIDS

Each bid must give the full business name and address of the Bidder and be signed by him with his usual signature. Bids shall be signed in ink. Bids which are not signed by the individual making them, should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by all of the partners or by an attorney-in-fact.

If signed by an attorney-in-fact, there should be attached to the bid a power-of-attorney evidencing authority to sign the bid(s) executed by the partners. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature of the president or vice-president, or other officer of the corporation authorized to bind it in these matters; together with the impression of the corporate seal, attested by the secretary of the corporation. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

ARTICLE IV - CERTIFIED STATEMENTS

Bidders may be required to submit sworn statements of their financial responsibility, technical qualifications, previous experience, performance record or other pertinent data designed to indicate the Bidder's capability to execute this Contract competently and successfully.

ARTICLE V - CHANGES WHILE BIDDING

During the bidding period, Bidders may be furnished with addenda for additions or alteration to the bidding specifications. These shall be included in the bid proposal and shall become a part of the contract documents.

ARTICLE VI - WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bid may be withdrawn after the time and date set forth in the Notice to Bidders, which indicates when bids shall be opened. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE VII - VERBAL STATEMENTS

No verbal or oral interpretation of plans or specifications will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of plans or specifications should be communicated to the Owner in writing for clarification. Any interpretation made will be in the form of an addendum to the specifications which will be forwarded to all Bidders. See Article V.

ARTICLE VIII - CONTRACT DURATION

Unless otherwise noted or specified, all Contracts shall commence with the Contract Award Date and expire on December 31, 2019.

ARTICLE IX - BIDS OR PROPOSALS

All bids must be indicated upon the Form of Proposal attached hereto. Bidders shall submit the completed bid documents either by mail or hand delivered. All proposals must be addressed as outlined in this document. The Bidders may bid on any or all items called for in the Form of Proposal; if an item or alternate is called for on a type of equipment or material or method on which the Bidder does not desire to bid, he may insert the words "No Bid" in the space provided for prices on such item(s) or alternate(s). If it is determined by the Owner to use alternate type of equipment, type of material, or method--the fact that the cost of an alternative type of equipment, material or method bid by a Bidder may be lower than that chosen, shall not constitute the basis or a claim by the Bidder that the Contract shall be awarded to him. In the case that a Bidder desires to bid on an alternate, he shall set forth in the space provided in the Form of Proposal the explanation and amount to be added or deducted from the base bid. If an alternate price

called for does not involve a change in price, the Bidder shall so indicate by inserting the words "No Change" in the space provided. If any type of discount is offered by the Bidder for prompt payment of bills or other consideration, such may also be set forth on the Form of Proposal.

Erasures or changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind, may be rejected by the Owner as being incomplete.

Bids shall be accompanied by a 5% bid security in the form of a bid bond or certified check payable to the Erie Area Council of Governments as provided in the Special Conditions Section. The bid security of all Bidders except that of the two (2) apparent lowest Bidders will be returned within one (1) month of the bid opening. The bid security of the two (2) apparent lowest bidders will be returned upon finalization of the agreement with the successful Bidder.

ARTICLE X - DEVIATIONS/ ALTERNATIVE PROPOSALS

Bidders desiring to submit proposals on materials, supplies, product, equipment and/or services in substantial conformance to these specifications but not meeting some details of the specifications exactly, shall list the specific deviations on the Alternative Proposal page of the Form of Proposal. Bidders should be aware that such a bid will be thoroughly evaluated but that it also will be considered as an alternate bid within the meaning of Article IX and, therefore, the Owner does not obligate itself to award the Contract to such a Bidder although this bid price may be lower than the lowest bid in conformance with these Specifications. The Owner reserves the right to decide which bid most nearly meets the intent of these Specifications.

ARTICLE XI - BIDDERS'S RESPONSIBILITY

Each Bidder is required to familiarize himself with all of the attached forms, including but not necessarily limited to Notice to Bidders, Instructions to Bidders, Contract Form, Notice of Award, Special Conditions, Detail Specifications, and forms. Each Bidder will be held responsible to fully comply therewith. Each Bidder must acquaint himself thoroughly with the conditions under which materials, supplies, equipment, product and/or services shall be utilized.

ARTICLE XII - QUANTITIES

The estimated quantities given in the Special Conditions are for bidding purposes only. **The estimated quantities are based on each municipality's estimated volume needs for this project. The municipality may enter contract for** more or less than the estimated amount. The vendor shall be required to supply the participating municipalities on an as-needed basis, throughout the Contract duration.

ARTICLE XIII - TAXES

All bid prices are to be less Federal, State or local taxes except as required by law.

JOINT BIDDING SPECIFICATION
TRAFFIC SIGNAL PREEMPTION SYSTEMS

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

February 1, 2019

Administered by:

Erie Area Council of Governments
150 East Front St.
Suite 300
Erie, PA 16507
814-454-1770
jhkunco@erieareacog.org

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

**SPECIAL CONDITIONS
2019**

TRAFFIC SIGNAL PREEMPTION SYSTEMS

MILLCREEK AND SUMMIT TOWNSHIPS

General

Bids are requested for Traffic Signal Preemption Systems for Millcreek and Summit Townships.

The lowest responsible bidder and the contract award shall be determined by these participants calculating the lowest, combined, price for Traffic Signal Preemption Systems anticipated to be utilized by the Municipalities during the contract time.

Bidders are to complete the prices for furnishing the materials specified in the Detailed Specifications, on the space provided in the Form of Proposals, and a detailed explanation of Proposed Alternatives as applicable.

Proposed alternative shall be evaluated as to its impact on the overall operation, performance, and completion of the project.

Each Municipality shall determine whether the proposed alternatives are acceptable or not.

All proposed alternatives shall be made in reference to the respective Detailed Specifications enclosed in this bid package.

Bidders may include additional detailed product documentation as an attachment.

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

SPECIAL CONDITIONS
2019

TRAFFIC SIGNAL PREEMPTION SYSTEMS

Bids for the specified material shall be quoted per unit.

The estimated quantity required is as follows:

<u>Description</u>	<u>Municipality:</u>	<u>Quantity:</u>
<u>Item # 1: Radio Controlled Preemption Receivers:</u>		
	Millcreek Township	9
	Summit Township	5
<u>Item # 2: Equipment Antennas:</u>		
	Millcreek Township	2
	Summit Township	5
<u>Item # 3: Radio Controlled Preemption Transmitters:</u>		
	Millcreek Township	6
	Summit Township	4

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

SPECIAL CONDITIONS
2019

TRAFFIC SIGNAL PREEMPTION SYSTEMS

GENERAL PROVISIONS

The bidders shall be responsible for submitting bids that will conform to all existing Township, State and other Governmental Regulations.

The units must be PennDOT Bulletin 15 approved and comply with PennDOT Publication 408, Sections 1104.07 (d) and 1104.01.

The participating municipalities reserve the right to reject any or all Bids.

PERIOD OF CONTRACT

The resulting contract shall remain in effect until December 31, 2019.

The Bid Security shall be 5% of the Total Bid Price and made payable to the Erie Area Council of Governments.

MUNICIPAL CONTACTS

Project specific questions can be directed to:
Matt Jonas, Summit Township Engineer at (814) 868-9686
Dick Whitbread, Millcreek Traffic Engineer at 814-833-1111 Ext 355

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
2019**

DETAILED SPECIFICATIONS

Traffic Signal Preemption Systems

1. Bid Item No. 1 – Radio Controlled Preemption Receiver
 - a. Basis of Measurement: Each
 - b. Basis of Payment: Contractor shall furnish and deliver to the Townships preemption receivers, including all necessary equipment and wiring harnesses such that the Townships' personnel may install the equipment into the traffic signal cabinets without the need to purchase additional equipment.
 - c. The receiver is required to be compatible with the existing preemption equipment in the field including Rado-Light, RELCO and Emergency Traffic Systems transmitters.
 - d. The unit shall contain its own internal power supply, using 95-130 VAC, 24 VDC at 1 amp.
 - e. The unit shall have user adjustable range settings.
 - f. The unit shall have up to 6 tone channels.
 - g. The units must be PennDOT Bulletin 15 approved and comply with PennDOT Publication 408, Sections 1104.07 (d) and 1104.01.

2. Bid Item No. 2 – Equipment Antenna
 - a. Basis of Measurement: Each
 - b. Basis of Payment: Contractor shall furnish and deliver to the Townships preemption antennas with antenna cable and connectors such that the Townships' personnel may connect the antenna to the receiver without the need to purchase additional cable or equipment.
 - c. Both the receiver and the transmitter units shall utilize heavy duty base loaded $\frac{1}{4}$ wave antennas such as PCTEL MLB 3400 base loaded quarter wave antenna or equivalent, with the wire whip cut to charted length.
 - d. The receiver antennas with weatherproof bracket shall be mounted on the upper most portion of the nearest traffic pole adjacent to the traffic controller. Connection between the intersection antenna and the receiver shall be with RG58 coax cable.

3. Bid Item No. 3 – Radio Controlled Preemption Transmitter
 - a. Basis of Measurement: Each
 - b. Basis of Payment: Contractor shall furnish and deliver to the Townships preemption transmitters, including all necessary equipment and wiring harnesses such that the transmitters may be installed into vehicles without the need to purchase additional equipment.
 - c. The transmitter is required to be compatible with the existing preemption equipment in the field including Rado-Light, RELCO and Emergency Traffic Systems receivers.
 - d. The transmitter shall be 6 channel radio controlled.

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
2019

DETAILED SPECIFICATIONS (page 2)

Traffic Signal Preemption Systems

Bid Item No. 3 – Radio Controlled Preemption Transmitter (con't)

- e. Power: 12 VDC
- f. Modulation Frequencies:
 - i. ± 20 ppm -30 ~ +50°C if over 2 watts
 - ii. ± 50 ppm -30 ~ +50°C 2 watts or less
- g. RF Output Power into 50 ohm load:
 - i. ± 30 dBm (+1.5db) (1 watt) carrier plus total sideband power <0.25 watts

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2019

TRAFFIC SIGNAL PREEMPTION SYSTEMS

I/We have investigated the availability of the specified materials, services, and equipment and agree to furnish to the Townships all the specified materials and equipment at the following prices:

PRICE PER UNIT:
Delivered
to municipality

<u>Item # 1: Radio Controlled Preemption Receivers:</u>	\$ 4,900. ⁰⁰
<u>Item # 2: Equipment Antennas:</u>	\$ 195. ⁰⁰
<u>Item # 3: Radio Controlled Preemption Transmitters:</u>	\$ 2,490. ⁰⁰

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

2019

TRAFFIC SIGNAL PREEMPTION SYSTEMS

Alternative Proposal:

Bidders desiring to furnish the materials and equipment in substantial compliance with these specifications but differing slightly in some respects shall be required to indicate in the spaces provided below IN DETAIL the specific deviations of the unit they propose to furnish. A proposal containing no entries in these spaces below will be assumed by the Municipalities as being in complete compliance with these specifications.

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2019

TRAFFIC SIGNAL PREEMPTION SYSTEMS

Accompanying this Proposal is a certified check or bid bond (circle one) in the amount of _____ dollars (\$) made payable to the Erie Area Council of Governments, Erie, Pennsylvania, which is agreed, shall be retained as liquidated damages by the Erie Area Council of Governments if the undersigned fails to execute a Contract in conformity with the Contract Documents and furnish any specified bonds within ten (10) days after notification of award of the Contract to the undersigned. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

I/We hereby certify that I/we have read, understand, and agree to all the conditions outlined in the Solicitation of Bids, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of the Document. I am/We are the only person(s) interested in the Proposal as principal(s). This Proposal is made without collusion with any person, firm or corporation.

Company EMERGENCY TRAFFIC SYSTEMS, INC.

Address 540 WEST 18TH STREET
ERIE, PA 16502

Phone 814-616-2455

E-mail EMERGENCY TRAFFIC SYSTEMS@GMAIL.COM

Signed Michael Deck

Name MICHAEL DECK
(Type or Print)

Title PRESIDENT

Date 2/19/19

ATTEST:

Pamela Forbes

Notary PA
(Title)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Pamela J. Forbes, Notary Public
Summit Twp., Erie County
My commission expires November 01, 2020

(SEAL)

PENNSYLVANIA NATIONAL
MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PA

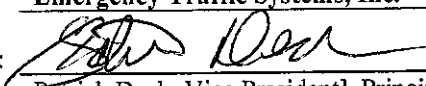
BID BOND

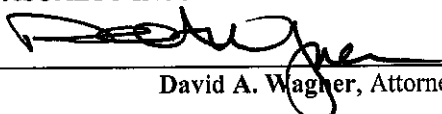
KNOW ALL MEN BY THESE PRESENTS: That **Emergency Traffic Systems, Inc.**
540 West 18th Street
Erie, PA 16502, Principal,
and **PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY**, Surety, are held and
firmly bound unto **Erie Area Council of Governments**
150 East Front Street, Suite 300, Erie, PA 16507, Obligee,
in the sum of **Four Thousand Seven Hundred Forty Three Dollars and Twenty Five Cents**
Dollars (\$4,743.25)
for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
the supply of Traffic Signal Preemption Systems- EACOG Bid #2019-1

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages
which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall
be null and void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th Day of February, 2019.

Emergency Traffic Systems, Inc.
By:  (Seal)
Patrick Deck, Vice President], Principal

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY
By: 
David A. Wagner, Attorney-In-Fact

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

0154

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint THOMAS J. GIBLIN, SHERYL L. DONNELL, DAVID A. WAGNER, AND ROBERT WAGNER, ALL OF FAIRVIEW, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF ONE MILLION DOLLARS ----- (\$1,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON JULY 31, 2023, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company 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 Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on July 25, 2013.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Mark Fitzgerald
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On July 25, 2013, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 2/19/2019.

Mark Fitzgerald
Vice President - Surety

