

City of Hollywood, Florida

2600 HOLLYWOOD BLVD. P.O. Box 229045 ZIP 33022-9045

DATE: July 6, 2016

RE: BLANKET ORDER # B002498

PRODUCT/SERVICE: Emergency Debris
Removal from Limited Spaces and Gated

Communities

Ceres Environmental Services, Inc.

Attn: Gail Hanscom

6968 Professional Parkway East

Sarasota, FL 34240

Telephone Contact: 800-218-4424 Email: gail.hanscom@ceresenv.com Email: tia.laurie@ceresenv.com

(See attached list for additional contact info.)

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

\boxtimes	FORMAL BID # RFP-4360-13-IS	
	INFORMAL BID #	DATED:
	RENEWAL OF FORMAL BID #	DATED:
	EXTENSION OF FORMAL BID/RFP#	DATED:
	WRITTEN QUOTATION #	DATED:
	VERBAL QUOTATION PER	DATED:
	STATE OF FLORIDA CONTRACT #	DATED:
	BROWARD COUNTY BID #	
П	OTHER:	

The term of this order is 7/23/2016 through 7/22/2017 (3rd renewal period).

The estimated dollar value is \$25,000.00 approved via R-2016-225 on July 6, 2016 with the authorization to increase for a combined amount of \$2,000,000.00 to be used in the event of an emergency declaration.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

Vendor must provide certficates of insurance, naming the City of Hollywood as additional insured, and meeting the requirements of the Risk Manager.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact Ralph Dierks at (954) 921-3223.

c: F

Public Works Finance

blanket (rev. 5/19/99)

"An Equal Opportunity and Service Provider Agency"



Date:

April 20, 2016

Subject:

Ceres Environmental Services, Inc. Point of Contact List

Please find below the emergency contacts for Ceres Environmental Services. All email notifications should be sent to both Gail Hanscom and Tia Laurie.

Name	PHONE	CELL PHONE	FAX	EMAIL
Gail Hanscom	800-218-4424	601-297-5939	866-228-5636	gail.hanscom@ceresenv.com
Tia Laurie	800-218-4424	813-333-8254	866-228-5636	tia.laurie@ceresenv.com
Karl Dix	800-218-4424	813-508-5839	866-228-5636	karl.dix@ceresenv.com

Address:

Ceres Environmental Services, Inc. 6968 Professional Parkway East

Sarasota, FL 34240 800-218-4424

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller falls to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filled or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, recelvership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F.O.B

In those cases where F O.B. point is not Destination, Seller is required to prepay frelght charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, Issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall Indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in an way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

RUN: TUESDAY JUL122016 11:25

CITY OF HOLLYWOOD BLANKET PURCHASE ORDERS 07/23/13 - 07/22/17

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CITY OF HOLLYWOOD BLANKET PURCHASE ORDERS 07/23/13 - 07/22/17

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CITY OF HOLLYWOOD BLANKET PURCHASE ORDERS 07/23/13 - 07/22/17

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EMERGENCY DEBRIS REMOVAL FROM LIMITED SPACES AND GATED COMMUNITIES - RFP-4361-13-IS

STAKING OF TREES TREE DIAMETER: 31 INCHES TO 40 INCHES BPO DESCRIPTION:

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REMOVAL OF LEANERS (WHOLE TREES) DOWN TO A FLUSH CUT DESCRIPTION: DESCRIPTION:

TREE DIAMETER: 49 INCHES OR GREATER DESCRIPTION: DESCRIPTION: DESCRIPTION:



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

PORATE		
DATE:	June 9, 2016	FILE: PR-16-207
то:	Sylvia Glazer, Director, Public Works	
FROM:	Ralph Dierks, Procurement Manager, Procurement S	Services
SUBJECT:	Blanket Contract Renewal for B002498 with Ceres Inc. for Emergency Debris Removal from Limite Communities	Environmental Services, ed Spaces and Gated
renewable fo	period of the above contract expires July 22, 2 or a one year period if it is determined to be in the Cites to the renewal in writing.	2016. The contract is y's best interest and the
advance of t	ON: of Intent to Renew must be mailed to the vendor thin the contract expiration date. Accordingly, it is required immediate attention thereby providing a timely reposited.	ested that you give this
memo. Also contract is		ned above and it a new to bid specifications.
signed and		
Date:	To: Ralph Dierks, Pro	ocurement Services
The Director	recommends the following:	
	EW the contract under the same terms and condition per to be charged is	
DO N	OT renew this contract. See attached memo explain	ing the reason(s).
	IOT renew this contract. DO NOT prepare a replace nger needed).	ment bid (items/services
Estim	nated annual usage/expenditure is	/
By: Title:	Jah Ala Sx/via 6/aze Publica Works	Director



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

2600 HOLLYWOOD BLVD. · ROOM 303 · P. O. Box 229045 · ZIP 33022-9045 PHONE: 954-921-3299 · FAX: 954-921-3086

June 9, 2016

Ceres Environmental Services, Inc. Attn: Gail Hanscom 6968 Professional Parkway East Sarasota, FL 34240

Dear Vendor:

Our Agreement for Emergency Debris Removal from Limited Spaces and Gated Communities for the Public Works Department based upon RFP-4360-13-IS, Blanket Purchase Order B002498, expires on July 22, 2016.

The Procurement Services Division would like to renew the agreement for a one (1) year period under the terms, conditions and pricing as the City of Hollywood Blanket Purchase Order B002498 (copy attached).

If you are willing to honor your bid pricing and renew this agreement, please sign below. If you are not, please sign and explain reason(s) in a separate letter.

Renewal is subject to the receipt of all required insurance certificate(s).

Per the RFP document, you are responsible to furnish the City of Hollywood a performance/payment bond(s) to be in effect during the hurricane season(s) (June 1 through November 30) annually for the duration of the award period(s) in the total amount of the Agreement.

Please forward updated insurance certificates, bond documents and updated contact information directly to Procurement Services along with your response.

Thanks for your help with this matter and as always, please call me at 954-921-3223 or e-mail to rdierks@hollywoodfl.org if you have questions.

A response as soon as possible would be appreciated.

Sincerely, Park) I ECK
Ralph Dierks, Procurement Man	ager /
Procurement Services Division	Lagree: Str. M. Jerum
	(Signature)
	I disagree:
	Name: Steven M. Johnson Corp. Soc. (Typed or Printed)

Date: 6-17-16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2016

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)

certificate floider in fled	or such endorsement(s).				
PRODUCER		CONTACT Kelly Preston			
Christensen Group	Insurance	PHONE (A/C, No. Ext): (952) 653-1000 FAX (A/C, No): (952)	653-1101		
11100 Bren Road W	<i>l</i> est	E-MAIL ADDRESS: kpreston@christensengroup.com			
		INSURER(S) AFFORDING COVERAGE	NAIC #		
Minnetonka	MN 55343	INSURER A : Zurich American Ins. Co.			
INSURED		INSURER B : Evanston Insurance Company			
CERES ENVIRONMENT	AL SERVICES, INC.	INSURER C:			
6968 Professional	Pkwy East	INSURER D :			
		INSURER E :			
Sarasota	FL 34240	INSURER F:			
COVEDACES	CERTIFICATE NUMBER 15-16 -	T.TAR - FT DEVISION 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 SI	UBR WD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY					EACH OCCURRENCE S	1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	300,000
A	CLAIMS-MADE X OCCUR		GL05911870	8/18/2015	8/18/2016	MED EXP (Any one person)	10,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	2,000,000
	POLICY X PRO- JECT LOC	-11				and the second s	\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	2,000,000
A	X ANY AUTO					BODILY INJURY (Per person)	\$
1	ALL OWNED SCHEDULED AUTOS		BAP9313049	8/18/2015	8/18/2016	BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE S	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE S	\$
	DED RETENTION\$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	"'^	WC9313050	8/18/2015	8/18/2016	E.L. DISEASE - EA EMPLOYEE	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	1,000,000
В	CONTRACTORS POLLUTION		15CPLOMW40040	8/18/2015	8/18/2016	Each Condition & Claim:	\$10,000,000
	PROFESSIONAL LIABILITY					Each Claim:	\$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Emergency Debris Removal from limited spaces and gated communities - City of Hollywood is included as an additional insured regarding General liability and Auto Liabiliy

CERTIFICATE HOLDER	CANCELLATION
City of Hollywood Department of Public Works	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1600 S Park Road Hollywood, FL 33021	AUTHORIZED REPRESENTATIVE
	Tyler Simmons/KP

ACORD 25 (2010/05)

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CONTINUATION CERTIFICATE

To be attached to and form a part of bond number 190029110 (the "Bond"),
dated the <u>15th</u> day of <u>July</u> , 20 <u>14</u> , issued by Liberty Mutual Insurance Company,
a Massachusetts stock insurance company, as Surety (the "Surety"), on behalf of
Ceres Environmental Services, Inc.
3825 -85th Avenue North
Brooklyn Park, MN 55443
, as principal (the "Principal"),
in favor of City of Hollywood
1600 South Park Road
Hollywood, FL 33021
, as obligee (the "Obligee").
The Surety hereby certifies that the Bond is continued in full force and effect until the 15th
day of July, 20_17, subject to all covenants and conditions of said Bond.
Said bond has been continued in force upon the express condition that the full extent of the
Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses
occurring during the entire time the Surety remains on said Bond, shall in no event, either individually o
in the aggregate, exceed the penal sum of the Bond.
IN WITNESS WHEREOF, the Surety has set its hand and seal this 14th day of June,
20 <u>16</u> .
LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
$\left(\begin{array}{c} 1 \\ 1 \end{array} \right)$
By: AM Cau
John E. Tauer, Attorney-in-Fact

Certificate No. 7137996

EST on any business day.

ca

of this Power of Attorney

1-610-832-8240 between 9:00 am and 4:30 pm

validity

confirm the

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American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; Craig Remick; D. R. Dougherty; Donald R. Olson; Emily Keiser; Jack Cedarleaf II; Jerome T. Ouimet; John E. Tauer; Joshua R. Loftis; Kurt C. Lundblad; Lin Ulven; Linda K. French; Melinda C. Blodgett; Nicole Stillings; R. C. Bowman; R. Scott Egginton; R. W. Frank; Rachel Thomas; Sandra M. Doze; Ted Jorgensen

all of the city of Minneapolis , state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

1906 C TY INSURANCE TO THE INSURANCE TO

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

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On this 12th day of October , 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

OF ASTRICE OF

Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

By: Leresa Hastella
Teresa Pastella, Notary Public

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

West American Insurance Company

David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _

day of ____

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Gregory W. Davenport, Assistant Secretary