



CITY OF FORT LAUDERDALE

ITB No.: 348-5

TITLE: Hauling and Disposal - WW Treatment Sludge and Bio-Solids

COMPETITIVE NEGOTIATIONS TERM SHEET

Date: 12/4/2024

A term sheet is a summary of the negotiations containing the agreed upon key terms of an agreement. It serves as a template, references key points, and essentially lays the foundation for ensuring the pertinent aspects of the business transaction to avoid any misunderstanding and make it clear of the intent of both parties.

#	Key Term Description	Cite to Section/Clause of Solicitation, Explanation/Agreed upon Term Proposal or Draft Agreement	
1.	Biosolids (Sludge) hauling and disposal	Line Response 1 \$157.27/ton Broken down as below: • Hauling: \$42.95/ton • Disposal: \$114.32/ton	Line Response 1 \$157.00/ton Broken down as below: • Hauling: \$42.95/ton • Disposal: \$114.05/ton
2.	Fuel Surcharge	Line Response 2 \$30,000/Annually	Line Response 2 \$0/Annually
3.	Liquidated Damages	3.1.4 (B) Liquidated Damages	Once annual exception \$10,000

The person below is authorized to bind the parties to the agreed upon key points and terms cited above to incorporate into an agreement.

City of Fort Lauderdale	Name of Firm:
Signature	<u>Blake Merrell</u> Signature
Print Name	Blake Merrell Print Name
Position/Title	COO Position/Title
Date:	12-5-24 Date:

Line Responses For Event # 348-5

Company: 10

Event #: 348-5

Event Name: Hauling and Disposal
- WW Treatment
Sludge and Bio-Solids

Supplier Group: COFL

Supplier: 3567

Supplier Name: Merrell Bros., Inc.

Supplier Contact: 1

Supplier Contact Name: Kim Fuller

Line Responses

Line #	Item	Description	Vendor Item Description	Line Quantity	Response Quantity	Unit Measure	Unit Price	No Bid	No Bid Reason	Response Exist	Questions Exist	Awarded
* 1	BIOSOLIDS (SLUDGE) PER TON	Biosolids (Sludge) per ton		39,500.00	39,500.0000	TN	157.270	No	No	Yes	No	No
* 2	FUEL SURCHARGE	Fuel Surcharge		30,000.00	30,000.0000	DO	1.000	No	No	Yes	No	No



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,


3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



Authorized Signature

Dustin Smith

Name (Printed)

Chief Executive Officer

Title

11.04.2024

Date

Rev 09-2022



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Dustin Smith, Chief Executive Officer

Print Name and Title

11.04.2024

Date



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Merrell Bros., Inc.

Company Name

Dustin Smith

Name (Printed)

A handwritten signature in black ink, appearing to read 'Dustin Smith', written over a horizontal line.

Signature

Chief Executive Officer

Title

11.04.2024

Date



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: ITB Event # 348

Project Description:


City of Fort Lauderdale
Hauling and Disposal of Wastewater Treatment Sludge and Bio-Solids

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Merrell Bros., Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Chief Executive Officer

Date: 11.04.2024



REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: Pasco County, FL
Address: 14230 Hays Rd., Spring Hill, FL 34610
Contact Person: John Battista
Title: Public Infrastructure/Resource Recovery Assistant Director
Phone #: (727) 856-0119
Email: jbattista@pascocountyfl.net
Contract Value: \$1,632,545 - most recent contract value
Year(s): October 2009 to current
Description: Turnkey public/private treatment facility design, build, operate project treating 50,000 wet tons per year of Pasco and surrounding utilities dewatered biosolids.

Company Name: JEA Jacksonville, FL
Address: 21 West Church St., Jacksonville, FL 32202
Contact Person: Zasha Del Orbe
Title: Manager Wastewater Treatment & Reuse-South Grid
Phone #: (904) 665-7917
Email: rivezd@jea.com
Contract Value: \$11,971,438 - most recent contract value
Year(s): April 2014 to current
Description: Turnkey hauling of dewatered and liquid biosolids to Class AA soil amendment. Approximately 20,000 dewatered tons/year & 18,000,000 liquid gallons/year.

Company Name: City of Sunrise, FL
Address: 10770 West Oakland Park Blvd., Sunrise, FL 33351
Contact Person: Ted Petrides
Title: Director of Plant Operations
Phone #: (954) 888-6035
Email: TPetrides@sunrisefl.gov
Contract Value: \$1,015,445 most recent contract value
Year(s): February 2020 to current
Description: Turnkey hauling of dewatered & liquid biosolids to further treatment to Class AA soil amendment. Approximately 20,000 dewatered tons/year & 1,900,000 liquid gallons/year.

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the [City's on-line strategic sourcing platform](#) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Merrell Bros., Inc. EIN (Optional): 35-1681490

Address: 8811 West 500 North

City: Kokomo State: IN Zip: 46901

Telephone No.: (574) 699-7782 FAX No.: (574) 699-7478 Email: Dustin@merrellbros.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1 day

Total Bid Discount (section 1.05 of General Conditions): \$0.00 - N/A

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>#1</u>	<u>10.22.24</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>#2</u>	<u>10.30.24</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Dustin Smith
Name (printed)

11.04.2024
Date


Signature

Chief Executive Officer
Title



ADDENDUM NO. 1

ITB No.: 348

Hauling and Disposal - Waste Water Treatment Sludge and Bio-Solids

ISSUED: 10/22/24

This addendum is being issued to make the following change(s):

The Specifications and Requirements have been revised. Words in strikethrough are deletions from the existing text and words in bold underline are additions to the existing text (strikethrough removed; underlined bolded is added).

3.1.2 Disposal Plan

- A. The Contractor will provide a written plan which will serve to identify the methods that will be utilized to remove, transport, stabilize and dispose of dewatered raw waste-activated biosolids, ~~and pretreatment grits, rags and solids.~~

3.1.3 Volumes Sludge / Bio-Solids (G)(7)(g) shall now read as follows:


- g) Contractor shall be responsible for the provision and replacement of all equipment necessary to completely, efficiently and expeditiously perform the work described herein, and shall also be fully responsible for the provision of adequate personnel for the performance of the work.
 - i. Sufficient equipment and personnel shall also be available to meet peak periods of dewatered raw waste-activated biosolids production.
 - ii. Due to limited space, contractor shall provide a yard spotter (commonly referred to as yard dog or yard mule) to move trailers within the footprint of the facility as needed to accommodate fluid sludge processing operations.

10/22/2024 Pre-bid Meeting Sign-in Sheet Attached

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Sr. Procurement Specialist

Company Name: Merrell Bros., Inc.

Bidder's Signature:  (please print) Dustin Smith

Date: 10.29.2024



ADDENDUM NO. 2

ITB No.: 348

Hauling and Disposal - Waste Water Treatment Sludge and Bio-Solids

ISSUED: 10/30/24

This addendum is being issued to make the following change(s):

The Specifications and Requirements have been revised. Words in strikethrough are deletions from the existing text and words in bold underline are additions to the existing text (strikethrough removed; underlined bolded is added).


3.1.4 Liquidated Damages

B. The operating characteristics of the GTL Wastewater Treatment Plant are such that each disposal vehicle hauling dewatered raw waste-activated biosolids must report and be lined up for loading as soon as the previous truck is loaded. Failure to do so could result in the plant being shut down. In such an event, the actual damages to the City for any delay or shut down would be difficult or impossible to determine. Contractor shall receive ~~receive~~ **be assessed** liquidated damages of \$10,000 per occurrence plus \$350 per hour of lost operations of the City's dewatering facility. Such deductions will continue until service is properly performed, plant operations resume, or the contract is canceled.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Sr. Procurement Specialist

Company Name: Merrell Bros., Inc.
(please print)

Bidder's Signature:  Dustin Smith

Date: 10.30.2024

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Merrell Bros., Inc.
8811 West 500 North
Kokomo, Indiana 46901

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Fort Lauderdale
1 East Broward Boulevard, Suite 444
Fort Lauderdale, FL 33301

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

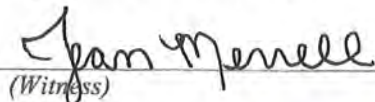
Hauling and Disposal - WW Treatment Sludge and Bio-Solids


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

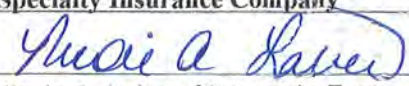
Signed and sealed this 5th day of November, 2024


(Witness)

Merrell Bros., Inc. 
(Principal)
Chief Executive Officer
(Title)




(Witness)

Atlantic Specialty Insurance Company
(Surety) 
(Title) Nicole A. Laber, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

NICOLE LABER

License Number : G148033

Non Resident Insurance License

●0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

08/08/2024

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida



Atlantic Specialty Insurance Company
Period Ended 12/31/2023

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,666,141	Loss Reserves	\$ 1,191,377
Preferred Stocks	-	Loss Adjustment Expense Reserves	401,505
Common Stocks	765,847	Total Loss & LAE Reserves	1,592,881
Mortgage Loans	-	Unearned Premium Reserve	806,718
Real Estate	-	Total Reinsurance Liabilities	45,997
Contract Loans	-	Commissions, Other Expenses, and Taxes due	78,425
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	194,124	Payable to Parent, Subs or Affiliates	-
Other Investments	9,571	All Other Liabilities	810,774
Total Cash & Investments	3,635,684	Total Liabilities	3,334,795
Premiums and Considerations Due	338,312	Capital and Surplus	
Reinsurance Recoverable	127,403	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	17,691	Preferred Capital Stock	-
All Other Admitted Assets	93,457	Surplus Notes	-
Total Admitted Assets	4,212,546	Unassigned Surplus	251,805
		Other Including Gross Contributed	616,946
		Capital & Surplus	877,751
		Total Liabilities and C&S	4,212,546

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2023, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 19th day of March, 2024.

Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Nicholas J. Bertke, Debra Brummett, Amanda L. Brumbraugh, Jennifer L. Eddy, Nicole A. Laber, Jennifer L. Salm, Katherine J. Scarberry, Macy L Sandilands, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, 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.

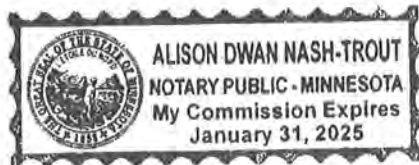
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By [Signature]
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



[Signature]
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of November, 2024



[Signature]
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025