

Resolution No. 21-04

A RESOLUTION APPROVING THE ACCEPTANCE OF GERMER CONSTRUCTION BID PROPOSAL FOR SOUTH EAST STREET WATER MAIN REPLACEMENT PROJECT BETWEEN GERMER CONSTRUCTION AND THE CITY OF COLFAX

WHEREAS, Germer Construction submitted the low bid for the South East Street Water Main Replacement Project, in the amount of Ninety Thousand, Six Hundred Twenty Four and Thirty-Nine/100 Dollars (\$90,624.39) ; and,

WHEREAS, a contract has been prepared to provide for performance of said project: and,

WHEREAS, the City Council deems it to be in the best interests of the City of Colfax to enter into said contract; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the City of Colfax that the bid of Germer Construction for the above-described project be and it is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor and the City of Colfax Finance Director be and they are hereby authorized and directed to execute the contract for said project and to deliver an executed copy thereof to Gerber Construction.

IT IS FURTHER RESOLVED that the Mayor is hereby authorized to take whatever further action is necessary, in order to effect the purposes of this resolution.

ADOPTED by the City Council of the City of Colfax at a regular meeting held on the 5th day of April, 2021.

Dated this 5 day of April, 2021




Mayor Jim Retzer

ATTEST:



City Clerk Lynda Kramlich

APPROVED AS TO FORM:



City Attorney John Kragt

BID DEPOSIT CASH BOND FORM

PROJECT: S. EAST STREET WATERMAIN REPLACEMENT PROJECT

- Postal Money
- Cash
- Cashier's Check
- Certified Check

Amount: \$ _____

Herewith find my Bid Deposit in the form of cash as checked above in the amount indicated which is equal to FIVE PERCENT (5%) OF THE AMOUNT BID.

I, _____ as Principal, am held and firmly bound unto CITY OF COLFAX, a Washington State City, in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT OF THE BID PROPOSED in the form and amount stated above, for the payment of which I am bound.

THE CONDITIONS OF THE OBLIGATION are that if the City of Colfax shall make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within 20 days after notice of the award, exclusive of the day of notice, enter into the contract with the City of Colfax and furnish the contractor's bond (performance and payment bond) in an amount equal to 100 percent (100%) of the amount of the bid proposed including Washington State Sales Tax then this obligation shall be null and void; otherwise if the Principal fails to enter into the contract and furnish the contractor's bond as required within 20 days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the City of Colfax; but in no event will the Principal's liability exceed five percent (5%) of the total amount of the bid proposed.

SIGNED, SEALED AND DATED ON _____

PRINCIPAL:

Signature

Typed Name

Title

REPRESENTATIONS AND CERTIFICATIONS

ANTI-KICKBACK: No officer or employee of the City of Colfax, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal.

REPRESENTATION: In submitting this bid we represent that the bid documents have been read and understood, that the site has been visited and or that we have familiarized ourselves with the local conditions under which the work is to be performed, that by signature of this proposal we acknowledge all requirements and that we have signed all certificates contained herein.

REPRESENTATION: In submitting this bid we acknowledge the requirements and conditions applicable to bid deposits in the form of a cash bid deposit or surety bond bid deposit.

NON-COLLUSION: That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid is submitted.

I CERTIFY that no final determination of violation of RCW 50.12.070(1)(b), 50.16.070(1)(b), or 82.32.070(1)(b) has been made by the Washington State Departments of Employment Security, Labor And Industries or Revenue respectively dated within two years of the date of the closing of this bid. I understand further that no bid may be submitted, considered or contract awarded for a public work to any person or entity that has a determination of violation of the above referenced statutes within two years from the date that a violation is finally determined and the date of this bid closing.

I CERTIFY that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this Firm to a contractual agreement. I realize the final funding for any service is based upon budget levels and the approval of the City of Colfax.

I CERTIFY that by signing the signature page of this bid, I am deemed to have signed and have agreed to the provisions of this declaration.

Name: Dave Germer / Germer Construction, Inc.
Person/entity submitting bid (print)

Signature: 

Title: Owner and President

Date: 3/17/21

Bid Question Form
City of Colfax
S. EAST STREET WATERMAIN REPLACEMENT PROJECT

In accordance with Section 1-02.4(1) General, the following form is provided for noting errors or conflicts found in the plans or specifications or for asking questions that are pertinent to bidding the contract. Submit the form by emailing to: scott@syntierengr.com.

Attention: Scott Sumner
Project Manager
SynTier Engineering, Inc.
Pullman, WA

All emails must be received by 11:00 A.M., 72 hours prior to the bid opening to allow the City time to respond. The Project Manager will issue clarifications via addenda, e-mailed to all prospective bidders listed on the Plan-holder's List.

I have the following question:

none at this time.

Specification Reference _____ or Page No: _____

Detail No. _____ Plan Sheet No. _____

Please respond to:

Name Dave Germer

Company Germer Construction, Inc

Address PO Box 10003, Moscow, ID 83843

Fax Number 208-882-0926

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- 1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.**
- 2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**GERMER CONSTRUCTION
PO BOX 10003
MOSCOW, IDAHO 83843**

BIDDERS PACKET
City of Colfax

S. EAST STREET WATERMAIN REPLACEMENT PROJECT

BID PROPOSAL CHECKLIST

This Checklist and the documents listed below constitute a complete Bid Proposal. Failure to execute any of the following documents, or any addition, condition or limitation in writing to the form of the bid, not explicitly invited in the Bid Documents or Specifications may become cause for rejection of the bid as irregular.

The BIDDER shall check each respective box indicating inclusion of each signed and dated item:

- Proposal Forms
- Contractor's Administrative Information
- Bidder Qualification Statement
- Bid Deposit Surety Bond Form (Use only if submitting Bond for Bid Deposit)
- Bid Deposit Cash Bond Form — N/A Bid surety Bond
- Representations and Certifications
- Bid Question Form
- Non-Collusion Declaration

The above forms have been inserted in a sealed envelope, properly identified and delivered at the place and time described in the Notice to Contractors form.

Signature: 

Date: 3/17/21

Title: Owner and President

Company: Germer Construction, Inc.

PROPOSAL FORM

**GERMER CONSTRUCTION
PO BOX 10003
MOSCOW, IDAHO 83843**

**PROJECT TITLE:
City of Colfax – S. EAST STREET WATERMAIN REPLACEMENT PROJECT**

NAME OF FIRM SUBMITTING BID:

Germer Construction, Inc.

Each bid shall constitute an offer to the City of Colfax as outlined herein and no bidder may withdraw his bid after the hour set for the bid closing except under the conditions explained in the Information to Bidders Section.

RECEIPT OF ADDENDA: Bidder acknowledges receipt of the following addenda:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
none							

REJECTION: The City reserves the right to reject any or all proposals, portions or parts thereof and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering awarding a contract.

TIME TO COMPLETE: The contract shall achieve Physical Completion in 95 working days from the date stipulated in the Notice to Proceed.

FREIGHT: Bid price(s) to include all freight costs to the job site.

SCHEDULES: Schedule A and Schedule B will be awarded, if the project is awarded. A Bidder must complete all of Schedule A and Schedule B or their bid will be rejected as non-responsive.

The undersigned hereby certifies that (he/they) (has/have) personally examined the location and construction details of work as outlined on the plans and specifications for the above project and (has/have) read thoroughly and understands the plans, specifications, and contract governing the work embraced in this improvement and the method by which payment will be made for said work and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications, and contract in accordance with the unit prices provided below.

The Bidder, to be considered responsible, shall provide in legible figures (not words) hand written in ink or typed, a unit price and total for each of the items shown on the following Schedule A, Schedule B:

Bid Schedule A

Item:	Description	Unit	Quantity	Unit Price	Amount
2A.01	Mobilization	LS	1.00	\$ 8656.50	\$ 8656.50
2A.02	Sanitary Sewer TV & Potholing	LS	1.00	\$ 4080.00	\$ 4080.00
2A.03	PVC Pipe for Watermain, 6 -inch Diameter	LF	255.00	\$ 75.50	\$ 19252.50
2A.04	Connect to Existing Water Mains	EACH	1.00	\$ 3990.00	\$ 3990.00
2A.05	Gate Valves - 6-inch	EACH	4.00	\$ 1018.00	\$ 4072.00
2A.06	Service Connection	EACH	3.00	\$ 525.00	\$ 1575.00
2A.07	6-inch Tee (Including thrust blocking)	EACH	4.00	\$ 636.00	\$ 2544.00
2A.08	6 in x 4 in reducer	EACH	1.00	\$ 330.00	\$ 330.00
2A.09	Encasing	LF	72.00	\$ 69.00	\$ 4968.00
2A.10	Hydrant Assembly	EACH	2.00	\$ 6683.00	\$ 13366.00
2A.11	Remove Existing Fire Hydrant Assembly	EACH	1.00	\$ 450.00	\$ 450.00
2A.12	Abandon Existing Watermain	EACH	1.00	\$ 580.00	\$ 580.00
2A.13	Watermain Record Drawings	LS	1	\$ 2500.00	\$ 2500.00

SCHEDULE A - TOTAL: \$ 166,364.00

Bid Schedule B

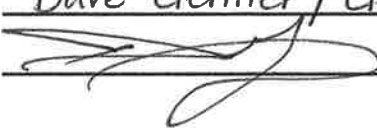
Item:	Description	Unit	Quantity	Unit Price	Amount
2B.01	Mobilization	LS	1.00	\$ 2550.00	\$ 2550.00
2B.02	Project Temporary Traffic Control	LS	1.00	\$ 3800.00	\$ 3800.00
2B.03	Removal of Structures and Obstructions	LS	1.00	\$ 1200.00	\$ 1200.00
2B.04	Removal of Pavement, Asphalt or Concrete Pavement	SY	110.00	\$ 14.00	\$ 1540.00
2B.05	Removal of Existing Curb	LF	5.00	\$ 57.00	\$ 285.00
2B.06	Sawcut	LF	315.00	\$ 4.00	\$ 1260.00
2B.07	HMA Paving (2.5 in HMA over 10" Crushed Aggregate Base)	TON	16.00	\$ 620.00	\$ 9920.00
2B.08	High Back Curb	LF	5.00	\$ 300.00	\$ 1500.00
2B.09	Inlet Protection	CY	2.00	\$ 225.00	\$ 450.00

SCHEDULE B - SUBTOTAL: \$ 22,505.00

7.8 Percent Sales Tax: \$ 1,755.39

SCHEDULE B - TOTAL: \$ 24,260.39

BID SCHEDULE A & B
S. EAST STREET WATERMAIN REPLACEMENT PROJECT

SCHEDULE A and SCHEDULE B \$(90,624.39)
BID TOTAL (In words): Ninety thousand, six hundred twenty four dollars and
PERSON / ENTITY NAME: Dave Germer / Germer Construction, Inc. ^{thirty nine cent.}
SIGNATURE OF BIDDER: 

CONTRACTOR'S ADMINISTRATIVE INFORMATION

1. PERSON/ENTITY

- a. Name as registered with the State of Washington:
- b. Physical Address:
- c. Mailing Address including zip code:
- d. Remit To Address including zip code:
- e. Telephone number including area code:
- f. Fax number including area code:
- g. E-mail address for business correspondence:
- h. Washington State Contractors License Number:
- i. Federal Tax Identification Number:
- j. Washington State UBI Number:
- k. State Industrial Account Identification Number:

2. INSURANCE COMPANY:

- a. Name of company:
- b. Mailing Address including zip code:
- c. Insurance Agent Name:
- d. Insurance Agent Telephone number including area code:
- e. Insurance Agent Fax number including area code:

3. BONDING COMPANY:

- a. Surety Name:
- b. Surety Mailing Address including zip code:
- c. Bonding Agent Name:
- d. Bonding Agent Mailing Address including zip code:
- e. Bonding Agent Telephone number including area code:
- f. Bonding Agent Fax number including area code:

Person/Entity Name: Dave Germer Signature Of Bidder: 

Company: Germer Construction, Inc Date: 3/17/21

BIDDER QUALIFICATION STATEMENT

The following statements of experience, personnel, equipment, and general qualifications of the Bidder are submitted with the assurance that the owner can rely on its accuracy and truthfulness. If more space is required for your answers please attach a continuation sheet(s) to the corresponding bid response page referencing the item number.

- 1. The company has been in business continuously from (month and year) September 1989
- 2. The company has had experience comparable to that required under the proposed contract:
 - a. As a prime contractor for 32 years.
 - b. As a subcontractor for 32 years.
- 3. The following is a partial list of work completed that was on an order of magnitude equal to or greater in scope and complexity to that required under the proposed contract.

<u>Year</u>	<u>Owner & Person to contact</u>	<u>Phone No.</u>	<u>Location</u>	<u>Contract Value</u>
<u>see attached</u>				

4. A list of supervisory personnel currently employed by the Bidder and available for work on the project (Construction Manager, principal foreman, superintendents and engineers) is as follows:

<u>Name</u>	<u>Title</u>	<u>Years of Experience</u>
<u>Dave Germer</u>	<u>Owner</u>	<u>27</u>
<u>Zack Gray</u>	<u>Superintendent</u>	<u>15</u>

5. Please attach a resume of the qualifications, previous employers, and experience of the project manager who is proposed to be assigned to the project. If a resume is not included in the bid documents the bidder agrees to furnish a resume within 24 hours of notice by the City.

- Agree to furnish upon request.

6. Following is a listing of all projects the company has undertaken in the last five years, which have resulted in:

a. Arbitration or litigation.

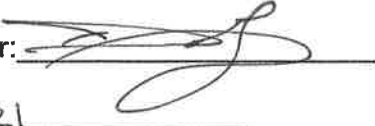
NONE

b. Claims or violations being filed by the Federal Government or the Washington State Departments of L & I, Employment Security or Revenue.

Sept 2019 - OSHA - U of I Arena Project.

c. Liens being filed by suppliers or subcontractors.

NONE

Person/Entity Name: Dave Germer Signature Of Bidder: 

Company: Germer Construction, Inc Date: 3/17/21

January 31, 2020

GERMER CONSTRUCTION, INC.
COMPLETED PROJECTS 2020-2012

Idaho Public Works

Boise, ID

U of I Menard Law Building Entry Way

2020

Contract Amount \$155,221.25 100% complete

Lydig Construction

Spokane, Wa

EMSI Moscow

2019-2020

Contract Amount \$1,408,102.00 100% complete

Carlton Builders

Moscow, Id

St John Hardware New Facility

2019-2020

Contract Amount \$582,535.00 100% complete

KIP Development

Pullman, Wa

Sundance Subdivision Sidewalks

2020

Contract Amount \$150,000.00 100% complete

J Addington

Spokane, Wa

ICCU Bank Moscow

2020

Contract Amount \$274,561.00 100% complete

Hoffman Construction

Portland, Or.

U of I West Campus Utilities

2019-2020

Contract Amount \$1,915,591.00 100% complete

Associated Contractors Spokane, Wa. Washington Trust Bank 2020	Contract Amount \$140,722.50	100% complete
Kenaston Corp Lewiston, Id Moscow Charter School 2019	Contract Amount \$89,917.00	100% complete
Yost Gallagher Portland, Or Taco Bell Moscow 2019	Contract Amount \$175,000	100% complete
Jackson Dean Construction Portland, Or Farm Road Apartment Complex 2018-2019	Contract Amount \$375,000.00	100% complete
Sprenger Construction Moscow, ID Hess Residence – Skyview Loop 2018-2019	Contract Amount \$35,000.00	100% complete
Sundance South LLC Pullman, Wa Sundance South Sub Phase II 2018-2019	Contract Amount \$1,821,456.00	100% complete
Quality Contractors Deary, Id U of I WWAMI Building 2018-2019	Contract Amount \$200,000.00	100% complete

Lydig Construction
Spokane Wa
NRS Expansion
2018-2019
Contract Amount \$997,000.00 100% complete

TML Construction, Inc
Hayden, ID
U of I Aqua Culture Center
2017-2018
Contract Amount \$892,675.00 100% complete

Sundance South LLC
Pullman, Wa.
Sundance South Subdivision Phase I
2017-2018
Contract Amount \$913,850.00 100% complete

Golis Construction
Moscow, Id
Uofl Presidents House
2017-2018
Contract Amount \$92,580.00 100% complete

Clark Construction Group
San Francisco, Ca
WSU Digital Classroom
2016 - 2017
Contract Amount \$1,781,800.00 100% complete

Absher Construction
Puyallup, Wa
WSU Elson Floyd Multi Cultural Center
2016-2017
Contract Amount \$764,248.00 100% complete

City of Moscow
Moscow, Id
1. Highway 8 Air Release Valve Replacements
2017
Contract Amount \$74,995.25 100% complete

2. Jefferson St Culvert Replacement

2017

Contract Amount \$41,625.50 100% complete

3. Stooky's Seed SS Line Replacement

2017

Contract Amount \$45,485.60 100% complete

Colter's Creek Winery

Juliaetta, Id

Moscow Wine Tasting Facility

2017

Contract Amount \$38,845.00 100% complete

Mack Construction

Moscow, Id

University of Idaho Golf Course Hitting Facility

2017

Contract Amount \$49,052.00 100% complete

NNAC

Coeur d'alene, Id

1. WSU Chief Joseph Housing Facility

2017

Contract Amount \$117,940.00 100% complete

2. WSU Soccer Field

2017

Contract Amount \$104,940.00 100% complete

Sprenger Construction, Inc.

Moscow, Id

Gritman MOB Phase I & MOB3

2015 - 2016 - 2017

Contract Amount \$355,133.00 100% complete

Kestrel Development
Missoula, Mt
White Avenue Complex Development
2014 - 2016 - 2017
Contract Amount \$1,051,898.00 100% complete

SEL, Inc.
Pullman, Wa
New Hangar & Terminal Building
2015-2016
Contract Amount \$442,503.91 100% complete

Moscow Urban Renewal Agency
Moscow, ID
6th & Jackson
2015
Contract Amount \$73,763.00 100% complete

University of Idaho
Moscow, Id
Idaho Fab Zone Structure
2015
Contract Amount \$26,319.00 100% complete

Palouse Commercial Properties
Moscow, Id 83843
Demolition of Palouse Pets Building
2015
Contract Amount \$23,500.00 100% complete

Steed Construction, Inc.
Eagle, Id 83616
U of I College of Education - Storm Line
2015
Contract Amount \$48,739.00 100% Complete

Lydig Construction, Inc.
Spokane, Wa
WSU Vet Med Research Building & Chilled Water
Line Ferdinand's Lane Phase I & II
2010-2013 & 2015
Contract Amount \$3,296,756.00 100% complete

Leone & Keeble
Spokane, Wa
Colton K-12 Modernization
2014-2015
Contract Amount \$944,308.00 100% complete

Ginno Construction, Inc
Cda, Idaho
Moscow Community Playfields
2014
Contract Amount \$880,000.00 100% complete

Kip Development
Kevin Kirkman
Pullman Washington
Palouse Business Center Phase I & II
2013-2014
Contract Amount \$3,270,215.81 100% complete

City of Moscow
Scott Bontreager
Moscow, Idaho
1. N Polk Street Water Loop Connection
2014
Contract Amount \$152,000.00 100% complete

2. Jackson Street Parking Lot
2013
Contract Amount \$260,645.00 100% complete

3. College Street Reconstruction
2012
Contract Amount \$828,486.00 100% complete

BOND NO: ***bid bond***

BID DEPOSIT SURETY BOND FORM

PROJECT: S. EAST STREET WATERMAIN REPLACEMENT PROJECT

NAME OF FIRM: Germer Construction, Inc.

We, Germer Construction, Inc. as Principal (bidder), and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the CITY OF COLFAX, a Washington State city, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Colfax shall make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within twenty (20) days after notice of the award, exclusive of the day of notice, enter into the contract with the City of Colfax and furnishes the contractor's bond (performance and payment bond) with Surety satisfactory to the City of Colfax in an amount equal to one hundred percent (100%) of the amount of the bid proposed including Washington State Sales Tax then this obligation shall be null and void; otherwise if the Principal fails to enter into the contract and furnish the contractor's bond within twenty (20) days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the City of Colfax; but in no event will the Surety's liability exceed this bond's face amount.

SIGNED AND SEALED THIS 17th DAY OF March YEAR 2021

Travelers Casualty and Surety Company of America

Germer Construction, Inc.

SURETY

PRINCIPAL

Shawn M. Wilson

[Signature]

Signature

Signature

Shawn M. Wilson

Dave Germer

Typed Name

Typed Name

Attorney-in-Fact

President and Owner

Title

Title





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shawn M Wilson** of **SPOKANE, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

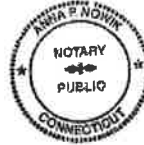
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **March**, **2021**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**