

## REQUEST FOR Quotation (RFQ) 3400-19-01

**PROJECT:** Rogue Brewery Seawall Repair, 2024  
**LOCATION:** 2320 SE Marine Science Dr. Newport, OR

### MANDATORY

**SITE VISIT:** Documented site meeting January 5, 2024, 9AM

**BID DUE:** January 19, 2024

Proposals on this project will be accepted via email to [abretz@portofnewport.com](mailto:abretz@portofnewport.com)

**Point of Contact:** Port of Newport, Aaron Bretz  
600 SE Bay Boulevard  
Newport, OR 97365  
Phone: (541) 406-0217  
Fax: (541) 265-4235  
Email: [abretz@portofnewport.com](mailto:abretz@portofnewport.com)

**QUESTIONS TO:** Aaron Bretz 541-406-0217

### TERMS AND CONDITIONS:

- Schedule for Work:** Start (pending permit variance): In-water: 1/29/2024 In water Completion: 3/31/2024  
Project Completion: 4/15/2024  
Time is of the essence. All attempts at improving the schedule will be made by the contractor; Port will seek a variance to the in-water work window to complete the in-water work on the above time table. Contractors shall assume that work can commence on this schedule, but plan for the possibility that in-water work may have to be delayed until November 1, 2024 if a variance cannot be obtained. Mobilization and site preparation may begin as soon as the contract is awarded.
- General Description:** The Port of Newport is requesting competitive quotations for the Rogue Seawall repair and stabilization project as described in the project documents. The work consists of seawall backfill stabilization using polymer injection techniques, installation of drains to minimize differential hydrostatic head, repair of corroded piling by welding on new steel plates to restore the structural section, and coating of exposed steel elements to increase corrosion protection.
- Scope of Work:** Provide all labor, material, tools, lift equipment, supervision (min one company employed, full time foreman), submittals, manuals and incidentals necessary to complete all work implied by the attached scope of work you are quoting. Any deviations taken by bidder to the terms, conditions, plans, specifications, codes, etc of this RFQ shall be clearly stated and included as an attachment to the Bid Form.
- Bid Breakdown:** Please use attached Bid Form. Your proposal cannot be considered unless the Bid Form has been completed in its entirety. Lump sum bids shall be inclusive of all taxes, freight, insurance, overhead, permits, fees, and profit.
- Proposal Selection:** The Port Manager or appointed contact will evaluate each submitted proposal and report to the Port Commission with a recommendation if required. If required, the Port Commission shall make the final selection and reserves the right to reject any proposal not in compliance with all prescribed public bidding

procedures and requirements, and may reject for good cause any or all proposals upon finding that it is in the public interest to do so. The Port will analyze information provided by all Proposers. The successful Proposer will be selected on the basis of the following:

- a. Approach and evaluation of the past experience of the individuals who would be performing the work for the Port.
  - b. Compliance with personnel qualification requirements and resume documentation found in the project specifications.
  - c. Responsiveness to proposal specifications and required information by a responsible bidder.
  - d. Fee for services performed.
6. **Drawings and Specifications:** If applicable, bidder is provided with documents, which are thought to be necessary in preparing a proposal. Bidder is responsible for requesting any other documents/drawings from references in the scope of work that would be necessary to prepare a complete proposal.
7. **Temporary facilities:** If applicable, field office, telephone, office equipment, and storage are to be provided by the contractor. Contractor is responsible for receiving and storing materials and for clean-up and removal of any waste generated by this scope of work on a daily basis. Restrictions for parking will apply.
8. **Safety:** Successful bidder will comply with all OR-OSHA & OSHA safety requirements at all times while on Port property. Contractor will be responsible for all employee safety training, safety meetings, record keeping and safety compliance.
9. **Insurance:** Upon acceptance, contractor will provide proof of proper business licensing and registration in Lincoln County, Oregon, and will maintain all required licensing and permits required by Local, State or Federal jurisdictions to perform the services of this agreement. Contractor will provide proof of business liability insurance with a minimum of \$2,000,000 liability coverage and maintain required liability insurance at all times for services and their responsible employees while on Port owned property. Contractor will be fully responsible to maintain all employee workmen's compensation insurance as mandated by Local, State and Federal requirements. Contractor shall name the Port of Newport as an Additional Insured and provide a Certificate of Insurance confirming Liability and Workers Compensation with a 30 day Notice of Cancellation, prior to starting any work. Contractor shall pay any and all payroll and withholding taxes and any other sums that is required by Local, State or Federal agencies.
10. **Prevailing Wages:** The Contractor may be required to pay prevailing wage rates, depending upon the final total price of the project, in conformance to ORS 279C.800 thru 279C.870. A current copy of Prevailing Wage Rates for Public Works contracts in Oregon is available from the State of Oregon, Bureau of Labor and Industries.
11. **Boli Fee:** The Port, if required, will pay a fee to the Bureau of Labor and Industries pursuant to the provisions of ORS 279C.825. The fee is one-tenth of one percent of the price of this contract, but not less than \$100.00 nor more than \$5,000.00, regardless of the contract price.
12. **Nondiscrimination & Affirmative Action:** The Port of Newport is an equal opportunity employer and provider and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.
13. **Environmental And Natural Resources Laws To Be Observed:** In compliance with ORS 279C.525, the following is a list of federal, state and local agencies, of which the Port has knowledge, that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

**FEDERAL AGENCIES:**

Department of Agriculture, Forest Service, Soil Conservation Service, Department of Defense, Army Corps of Engineers, Department of Energy, Federal Energy Regulatory Commission, Environmental Protection Agency, Health and Human Services, Department of Housing & Urban Development, Department of Interior, Bureau of Land Management

STATE AGENCIES:

Department of Agriculture, Soil and Water Conservation Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Division of State Lands, Water Resources Department

LOCAL AGENCIES:

Bureau of Reclamation, Geological Survey, U.S. Fish and Wildlife Service, Department of Labor – Occupation Safety and Health Administration, Water Resources Council, City Councils, Board of County Commissioners.

14. **Public Safety During Construction:** Public & Marine safety and traffic control shall be provided for by Contractor in accordance with the latest agency rules.
15. **Street/Sidewalks Closure requirements:** Street and sidewalk closures shall be kept to a minimum during construction. Access to local businesses shall be maintained at all times to pedestrian traffic. Any disruptions to pedestrian traffic to local businesses shall be coordinated between the Contractor and business owner to their mutual satisfaction. Contractor shall notify City Engineer and Emergency Services before closing any streets.
16. **Compliance:** Selected contractor is required to use “Best Management Practices” including all conditions and requirements set forth in the US Army Corps of Engineers (USACE) joint permit application and the Department of State Lands (DSL) authorization. All work must comply and be executed in all “requirements” in accordance with USACE, DSL, ODFW and DEQ conditions as directed in agency permit documents. Contractors must be familiar with and have copy of permit documents on site at all times during and while engaged in permit specified work tasks. Contractor will be liable for all fines or penalties related to non-compliant work or schedule.

**SCOPE OF WORK  
ROGUE BREWERY SEAWALL REPAIR  
NEWPORT, OR**

**PART 1 - SCOPE**

To provide all labor, supervision, equipment, materials, expendables, submittals, applicable taxes, freight to jobsite, and incidentals necessary to complete all work implied as follows:

**1.1 SUMMARY**

- a. The work consists of seawall backfill stabilization using polymer injection techniques, installation of drains to minimize differential hydrostatic head, repair of corroded piling by welding on new steel plates to restore the structural section, and coating of exposed steel elements to increase corrosion protection.
- b. This Section includes the following:
  - i. Stabilization of backfill behind the seawall in accordance with attached specs and drawings.
  - ii. Repair of corroded pilings/damaged concrete in accordance with attached specs and drawings.
  - iii. Coating of exposed steel in accordance with attached specs and drawings.
  - iv. Temporary relocation of existing floats in accordance with attached drawings.
  - v. Repair of asphalt in exposed areas and those areas damaged by loss of fill material in accordance with ODOT Spec 00744.

**1.2 SUBMITTALS**

- a. Refer to sheet S-001 and attached specs for submittal requirements.
- b. Erosion Control Plan: Detailed Erosion Control Plan to correspond with construction per the current 1200CA permit shall be submitted at least thirty (30) days before start of actual dredging operations.

**1.3 TIMING**

- a. Contractor must perform work within the ODFW in-water work window of November 1 to February 1 or within the time allotted by any variance granted. If a variance is granted, following time line applies\*:

January 29, 2023 –	Mobilization, site preparation
January 29, 2023 –	In-water work may commence
March 31, 2023 –	Completion all in-water operations
April 15, 2023 –	Project and demobilization complete

Work hours between 7:00am – 7:00pm. Nighttime work allowed by pre-approved permission only.

\*If work cannot be completed in this in-water work window solely due to lack of a permit variance, contract will carry over to the in water work window in 2024-25. Timeline to complete that in-water work will be from 01 November, 2024 to 01 February, 2025. Site preparation can commence at any time after contract award and can be completed at any time prior to commencement of in-water work with timeline approval by the Port.

**1.4 NOTIFICATIONS**

U.S. Coast Guard (USCG)

- a. The Contractor shall coordinate all in water activities with the USCG.
- b. The Contractor shall notify the USCG at least seven (7) days prior to beginning all dredging activities. The information shall include:
  - i. Name of the permittee.
  - ii. U.S. Army Corps of Engineers permit number.

- iii. Name and identification of vessels(s) employed in the dredging operation.
- iv. The location of the submerged discharge pipeline
- v. Additional information required by the U.S. Army Corps of Engineers permit.

## **1.5 PERMITS**

- a. The Contractor shall comply with conditions and requirements of the attached Army Corps of Engineers Permit and other State or Federal permits.

## **1.6 CHARGES**

- a. The Contractor will pay charges imposed for disposal of material outside the project area.

## **1.7 ENVIRONMENTAL PROTECTION REQUIREMENTS**

- a. The Contractor shall provide and maintain, during the life of the contract, environmental protective measures. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris that occur during operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.
- b. Contractor is responsible for meeting all water quality standards on the discharge of any water from the dredge disposal site to receiving waters.

## **PART 2 - PRODUCTS**

- a. See attached specifications for approved product information.

## **PART 3 - EXECUTION**

### **3.1 INSPECTION**

- a. Inspection of the work will be performed by the Owners representative. The Contractor will ensure that the work is accessible for inspection, but the presence of the inspector shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the drawings and specifications.
- b. Contractor shall furnish, at the request of the inspector or owner, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying the work. When required, provide transportation for the Engineer, owner, and inspectors to and from the in-water work areas.

### **3.2 FINAL EXAMINATION, ACCEPTANCE AND PAYMENT**

- a. See attached specifications for payment information and retainage requirements.

## **PART 4 – GENERAL**

### **4.1 ADDITIONAL NOTES**

- a. The site is leased by the Port of Newport (Owner) to Rogue Brewing. All efforts shall be made to avoid impact to the operating schedule of the brewery.
- b. If impacts to brewing or bottling/canning operations appear to be unavoidable, at earliest possible time notify the Port of Newport so that scheduling can be modified. Night-time construction operations may be required to mitigate operational impacts to brewing and bottling/canning operations.
- c. Contractor is responsible for protecting all areas adjacent to their work from any damage due to their scope of work. Any and all damage will be repaired and/or cleaned up by contractor at the contractor's expense.
- d. Contractor is responsible for off-loading, storing and weatherproofing materials on job site, and responsible for the necessary equipment needed to unload materials.
- e. Provide all equipment, scaffolding, cranes and hoisting needed to complete scope of work.
- f. Provide safe working surroundings for own employees and other trades, ensure safe passage of persons around area of service.
- g. All work to be performed in accordance with OR/O.S.H.A. standards and requirements.
- h. If applicable, provide M.S.D.S. for all materials prior to mobilization.
- i. If applicable, conduct weekly jobsite safety meetings and provide Port of Newport with a record of Safety Meeting Minutes; Port of Newport representative shall be in attendance.
- j. Work, access, parking, and noise are confined to the limits as defined by project representative.
- k. If applicable, onsite job boxes or trailers are to be authorized by the Port of Newport and maintained by contractor. Port of Newport may direct the relocation of equipment, job boxes, trailers, etc. as necessary to continue Port operations.
- l. Daily cleanup and final cleanup is required.

#### **4.2 WORK SPECIFICLY EXCLUDED FROM THIS RFQ:**

- a. none

#### **4.3 ATTACHMENTS:**

- 1. Joint Permit Application and Authorization Letter
- 2. Rogue Brewery Seawall Repair plans, notes, and Inspection Instructions by PBS Engineering and Environmental Inc.
- 3. Rogue Seawall Specifications by PBS Engineering and Environmental Inc.

**IMPORTANT:**

This Document must be filled out and returned to Port of Newport as your quote for this project

**PROJECT:** Rogue Brewery Seawall Repair

**BIDDER:** Ballard Marine Construction

**Pricing Breakdown if Applicable:**

BID ITEM NO.	ITEM DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL
1	MOBILIZATION, TEMPORARY SUPPORT SYSTEM AND WORK ACCESS PLATFORM, CONTAINMENT SYSTEM, BMP'S, SURVEYING, CLEANUP, AND DEMOBILIZATION	1	L.S.	\$62,081.04	\$62,081.04
2	TEMPORARY RELOCATION OF THE FLOATING DOCK	1	L.S.	\$44,692.79	\$44,692.79
3	REPAIR OF PILE CAP CONCRETE SPALLING	20	S.F.	\$1,085.44	\$21,708.80
4	PILE SURFACE PREPARATION AND COATING APPLICATION	56	EA	\$6,869.64	\$384,699.84
5	WEEP HOLE DRAINAGE SYSTEM	94	EA	\$3,357.55	\$315,609.70
6	SOIL STABILIZATION WITH POLYMER INJECTION	4320	S.F.	\$222.22	\$959,990.40
7	PILE STRENGTHENING WITH STEEL PLATES	653	S.F.	\$453.80	\$296,331.40
8	SINK HOLE PAVEMENT REPAIR	1440	S.F.	\$39.72	\$57,196.80

**TOTAL BASE PRICE** \$ 2,142,310.77

\* Price includes all materials FOB job location.

\*\* Price includes all licensing, bonding, insurances, permits and taxes.

\*\*\* Price is held for minimum 90 days.

\*\*\*\* Please list on separate sheet, any additional alternates or value engineering pricing.

Proposal is in compliance with the entire project Drawings, Specifications and/or Work Scope? Yes ☒ No ☐

**Clarifications:** See Attached

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(Attach separate sheet if necessary)

**Estimated Schedule:**

Preparation of Shop Drawings/submittals 5 work days

Mobilization, disposal site preparation, demobilization 4 work days

Work performance In-Water \_\_\_\_\_ work days  
Average Crew Size at 40 hr work week: \_\_\_\_\_ 4 workers

**All Inclusive Labor Rates for Extra Work (or Attach Labor Rate Schedule):**

Superintendent \$ See Attached /hour.  
Foreman \$ See Attached /hour.  
Craftsman \$ See Attached /hour.  
Helper \$ See Attached /hour.  
Markup on cost of Materials Cost Plus 15 %

**Provide a list of equipment rates (if applicable):**

Equipment Item	Rate	Per
<u>See Attached</u>		

**List of lower tier suppliers/subcontractors (if applicable):**

Name or description of material or work to be performed	Approximate Value
Realm Inc., polymer injection soil stabilization and sink hole pavement repair	<b>\$1,240,416.00</b>
Western Fabrication Center LLC., steel reinforcement plates and guide pile assemblies	<b>\$72,875.00</b>
Denso, Denso SeaShield SZ Epoxy and Denso SeaShield 525 Epoxy	<b>\$17,336.25</b>

DH (**Initial**) Receipt of Addendum Numbers 1-6 is hereby acknowledged.

DH (**Initial**) I acknowledge the terms and conditions as stated in the Request for Proposal form received from Port of Newport as part of the contract documents, and hereby incorporate them into this proposal.

DH (**Initial**) I acknowledge the terms, conditions and minimum limits and have included all costs for insurance in this proposal.

DH (**Initial**) I acknowledge the requirements of Oregon Prevailing Wage Law ORS 279C.800 and have if applicable incorporated all costs associated into this proposal.

**Submitted By:**

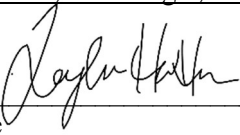
Daylon Hutton \_\_\_\_\_ Ballard Marine Construction \_\_\_\_\_ 217226 \_\_\_\_\_  
Name Company CCB#  
360-609-6445 \_\_\_\_\_ daylon.hutton@ballardmc.com \_\_\_\_\_  
Telephone # FAX/Email



727 S. 27<sup>th</sup> St., Washougal, WA 98671

Address

Signature



1/22/2024

Date

The Port of Newport reserves the right to accept or reject any or all proposals and may at its discretion select the contractor that is deemed to provide the best value to the Port of Newport.

## Clarifications:

- Estimate is based on availability of subcontractors, service providers and material availability. The desired start date is not feasible with required submittal time frames, fabrication and delivery time frames for materials.
- Ballard's pricing for decommissioning the well assumes that groundwater contamination has not been identified and that the monitoring well was constructed in accordance with Oregon Administrative Rules OAR 690-240-0005 through OAR 690-240-0640. Pricing is based on removing above ground casing and abandoning the well with cementitious grout.
- Ballard assumes all bid items will be awarded to one contractor. If the owner wishes to award separate bid items to separate contractors, Ballard reserves the right to reprice bid items.
- Ballard clarifies that the dry work and in-water work are concurrent activities, that due to the specification requirements, need to be completed in tandem with each other as opposed to separately.
- Neither Ballard nor its subcontractors will not be held liable in anyway for damage to existing structures as a result of the expansion of the polymer injection. The polymer will be injected at approved locations in approved quantities as specified by the owners engineer.
- Ballard assumes the Owner is supplying all required permits to complete the work. Ballard has not included pricing for the provision of any permits.
- Ballard assumes that there are no asbestos containing materials, and that all materials that need to be collected and disposed of are considered non-hazardous and can be disposed of at a landfill.
- Ballard assumes that after surface preparation, the doubler plates will fit up to the h-pile with minimal gaps such that additional filler material is not required to complete the welds.
- Ballard assumes that dredging will not be required to install the doubler plates to the required elevations and positions.
- Ballard excludes any commercial blast cleaning from elevation 0' and above on any



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

BALLARD MARINE CONSTRUCTION, LLC  
727 S. 27th Street  
Washougal, WA 98671

### SURETY:

(Name, legal status and principal place of business)

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA  
One Tower Square  
Hartford, CT 06183

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)

PORT OF NEWPORT

600 SE Bay Boulevard, Newport, OR 97365

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

### PROJECT:

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

RFQ 3400-19-01, Rogue Brewery Seawall Repair, 2024, Newport, OR

Project Number, if any:

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 16th day of January, 2024

(Witness)

(Witness)

BALLARD MARINE CONSTRUCTION, LLC

(Principal)

(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

(Title) Salena Wood, Attorney in Fact







**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 **Salena Wood** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-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 **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

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

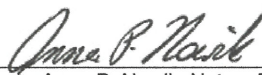
  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, 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**, **2026**



  
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 each of the Companies, 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 each of the Companies, 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

**14<sup>th</sup>** day of **January**, **2024**



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**