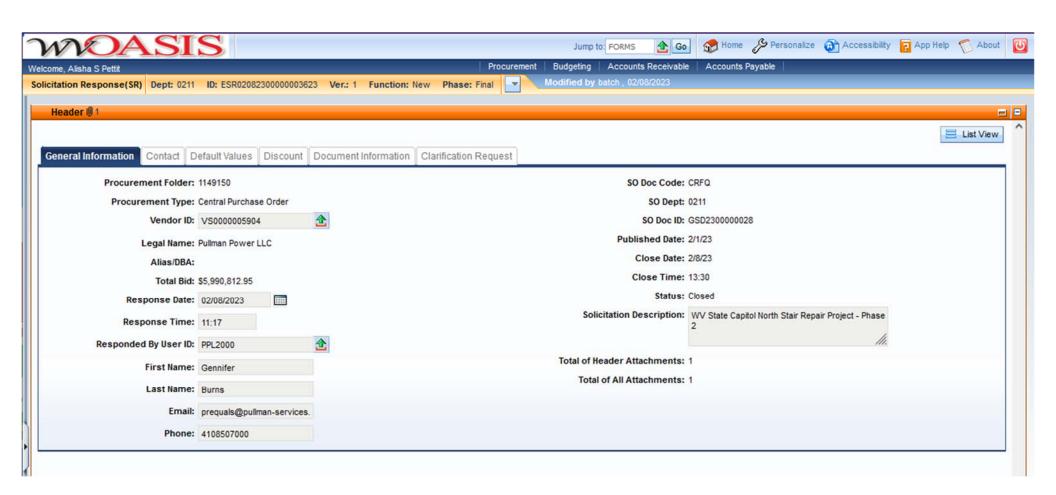
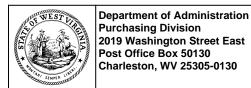


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 1149150

Solicitation Description: WV State Capitol North Stair Repair Project - Phase 2

Proc Type: Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2023-02-08 13:30
 SR 0211 ESR02082300000003623
 1

VENDOR

VS0000005904 Pullman Power LLC

Solicitation Number: CRFQ 0211 GSD2300000028

Total Bid: 5990812.950000000186264514923 Response Date: 2023-02-08 Response Time: 11:17:59

Comments:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov

Vendor Signature X FEIN#

All offers subject to all terms and conditions contained in this solicitation

 Date Printed:
 Feb 8, 2023
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

DATE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price Ln Total Or Contract Amount		
1	Base Bid				5990812.95	

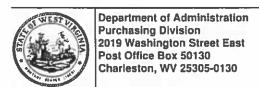
Comm Code	Manufacturer	Specification	Model #	
72151900				

Commodity Line Comments: This comment is not a qualification of our bid proposal, and is for information only: Pullman has elected to "no-bid" Alternate 2 and Alternate 3. We understand not bidding these alternates does not disqualify our bid for Base Bid and Alternate 1 bids. We strongly believe, based on our experience working at the Capitol Building, working with Local Subcontractor Partners, and performing these project scopes of work that the schedule dates provided for the Base Bid and Alternate 1 are aggressive as provided. We do not believe the scope of work can be completed in the amount of time provided for Bid Alternates 2 and 3. The scope of work that is to be performed relies on consecutive scope sequences, and cure times and both of which cannot be expedited with additional cost. Also, the limited amount of available man-power resources for subcontracting partners also prevents a more aggressive schedule. For those reasons, Pullman has elected to no-bid Alternates 2 and 3.

Extended Description:

Vendor must complete Exhibit A - Pricing Page and submit with their bid. Failure to submit this form with their bid may result in disqualification of the bid.

Date Printed: Feb 8, 2023 FORM ID: WV-PRC-SR-001 2020/05 Page: 2



State of West Virginia **Centralized Request for Quote** Construction

Proc Folder:

1149150

Reason for Modification:

Doc Description: WV State Capitol North Stair Repair Project - Phase 2

Addendum No. 3

Proc Type:

Central Purchase Order

Date Issued Solicitation Closes Solicitation No.

Version

2023-02-01

2023-02-08 13:30 CRFQ 0211

GSD2300000028

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: V5000000590나

Vendor Name: Pullman Power, LLC

Address: 10150 Old Columbia Rd.

Street:

city: columbia

State: MD

Country: USA

Zip: 21046

Principal Contact : MARY A. BOTT

Vendor Contact Phone: 나12-505-0955

Extension: مراه

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Vendor

Signature X

FEIN# 52-2264809

DATE 03-08-2023

All offers subject to all terms and conditions contained in this solicitation

Date Printed: Feb 1, 2023 FORM ID: WV-PRC-CRFQ-002 2020/05 Page: 1

ADDITIONAL INFORMATION

Addendum No. 3 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation CONSTRUCTION

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("Agency" and "Owner") to establish a contract for selective demolition (concrete slab removal), masonry repairs, installation of new waterproofing system, interior mechanical and finish renovations (House of Delegates Journal Room), and site restoration work, all associated with the North Stairs of the Main WV Capitol Building.

*******PROJECT MANUALS, PLANS AND/OR DRAWINGS ARE NOT ATTACHED TO THIS SOLICITATION. PLEASE SEE SECTION 12 OF THE GENERAL CONSTRUCTION SPECIFICATIONS FOR MORE INFORMATION.********

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION	DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION	GENERAL SERVICES DIVISION BLDG 1
103 MICHIGAN AVENUE	1900 KANAWHA BLVD E
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	e Total Price
1	Base Bid		1	LS 3	\$5,990,812.95

Comm Code	Manufacturer	Specification	Model #	
72151900				

Extended Description:

Vendor must complete Exhibit A - Pricing Page and submit with their bid. Failure to submit this form with their bid may result in disqualification of the bid.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Mandatory Pre-bid Meeting @ 10 AM	2023-01-10
2	Vendor Question deadline @ 3PM	2023-01-13

	Document Phase	Document Description	Page 3
GSD2300000028	l .	WV State Capitol North Stair Repair Project - Phase 2	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION WV State Capitol North Stair Repair Project, Phase 2 CRFQ GSD230000028

15. MISCELLANEOUS:

15.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Mark A. Bott

Telephone Number: 412-505-0955

Fax Number: 412-505-0958

Email Address: mbott@pullman-services.com

15.2. Owner's Representative: Owner's representative for notice purposes is

Name: Aaron Armstrong Telephone Number: (304) 352-5535

Fax Number: (304) 558-1475

Email Address: Aaron.M.Armstrong@wv.gov

16. Initial Decision Maker: WDP & Associates, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Mark A. Bott, Branch Director	_
(Address) 140 S. Campus Drive, Imperial, PA 15126	
(Phone Number) / (Fax Number) 412-505-0955 / 412-505-0958	
(email address) mbott@pullman-services.com	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Pullman Power, LLC	
(Company)	
(Signature of Authorized Representative) Mark A. Bott, Branch Director	
(Printed Name and Title of Authorized Representative) (Date) 412-505-0955 / 412-505-0958	
(Phone Number) (Fax Number) mbott@pullman-services.com	
(Email Addays)	

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ GSD2300000028

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

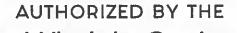
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

necessary revisions to my proposar, plans	and of approximation, over
Addendum Numbers Received:	aginad)
(Check the box next to each addendum re	ceivea)
✓ Addendum No. 1 ✓ Addendum No. 2 ✓ Addendum No. 3 ☐ Addendum No. 4 ☐ Addendum No. 5	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10
I further understand that any verbal repres discussion held between Vendor's represe	ceipt of addenda may be cause for rejection of this bid sentation made or assumed to be made during any oral entatives and any state personnel is not binding. Only ed to the specifications by an official addendum is
Pullman Power, LLC	
Company	
andto	
Authorized Signature	
09.08.93	
Date	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

	Exhibit A - Pricing Page	T 1				
BASE BID ITEM	Project Manual Section 01 20 00 Article #	Base Bid Price	Unit of Measure	Quantity	Base Bid Amount	į
All Work included in Base Bid, per Setion 01 20 00, "Measurement and	2.4 A	\$5,182,920.00	Lump Sum	1	\$5,182,920.00	
Payment," of the Project Manual	2,713					-
UNIT PRICE ITEMS						
Unit Price Items, per Section 01 20 00, "Measurement and Payment," of	Project Manual Section 01 20 00 Article #	Unit Price	Unit of Measure	Quantity	Unit Price Amoun	t
the Project Manual	2.4 B	\$6,45	Lineal Inches	330	\$2,128.50	Ī
Unit Price 1: Concrete Crack Repairs	2,4 C	\$281.45	Square Feet	48	\$13,509.60	Ī
Unit Price 2: Concrete Patch Repairs	2.4 D	\$1,533.05	Unit	7	\$10,731.35	Ī
Unit Price 3: Limestone Stair Tread Replacement	2.4 E	\$101.75	Lineal Inches	400	\$40,700.00	
Unit Price 4: Limestone Crack Repair	2,4 F	\$11.15	Cubic Inches	20.000	\$223,000.00	
Unit Price 5: Limestone Patching	2.4 G	\$27.87	Linear Feet	2.800	\$78,036.00	_
Unit Price 6: Limestone Repointing	2.4 H	\$20.90	Cubic Inches	12,000	\$250,800.00	-
Unit Price 7: Limestone Dutchman Repair		\$58.55	Cubic Inches	120	\$7,026,00	-
Unit Price 8: Granite Patching	2.41	\$209.05	Cubic Inches	25	\$5,226,25	-
Unit Price 9: Granite Dutchman Repair	2,4 J			20	\$17,839.00	-
Unit Price 10: Brick Masonry Replacement	2,4 K	\$891.95	Square Feet Square Feet	205	\$20,858.75	-
Unit Price 11: Brick Masonry Repointing	2.4 L	\$101.75		10	\$4,500.00	-
Unit Price 12: Structural Steel Plate Repair	2.4 M	\$450.00	Square Feet		\$5,712.50	-
Unit Price 13: Structural Steel Weld Repair	2.4 N	\$22.85	Linear Inches	250		-
Unit Price 14: Structural Steel Zine Rich Primer	2,40	\$34.85	Square Feet	3,250	\$113,262.50	-
Unit Price 15 Hazardous Materials (Asbestos)	2.4 P	\$72.50	Square Feet	20	\$1,450.00	-
Unit Price 16: Hazardous Materials (Lead Based Paint)	2.4 Q	\$16.75	Square Feet	150	\$2,512.50	-
Unit Price 17: Hazardous Materials (Mold)	2,4 R	\$53,00	Square Feet	200	\$10,600.00	
	*TOTAL BASE BID AMOUNT (A+	B+C+D+E+F+G+H+I	+J+K+L+N+O+	P+Q+R) =	\$5,990,812.95	5
		THE PLANT OF THE	III to all		Alternate Bid	
BID ALTERNATE 1	Project ManualSection 01 20 00Article#	Alternate Bid Price	Unit of Measure	Quantity	Amount	
All Work included in the Bid Alternate, per Section 01 20 00, "Measurement						
and Payment," of the Project Manual	2.5	\$5,724,840.00	Lump Sum	1	\$5,724,840.00	-
BID ALTERNATE 1 UNIT PRICE ITEM						
Unit Price Items, per Section 01 20 00, "Measurement and Payment," of	Project ManualSection 01 20 00Article #	Unit Price	Unit of Measure	Quantity	Alternate Bid Unit Price Amoun	
the Project Manual	2.5 A 3	\$182.10	Square Feet	300	\$54,630.00	
Unit Price 1: Overhead Concrete Patch Repairs		TOTAL BID ALTERN	ATE 1 AMOU	VT (S+T) =	\$5,779,470.0	1
All the state of t		41. 4 51151	Unit of	0	Total Bid Alterna	ţ
BID ALTERNATE 2	Project ManualSection 01 20 00Article#	Alternate Bid Price	Measure	Quantity	2 Amount	
To have work Substantially Complete within Two Hundred and Ten (210) Calendar	2.5 B		Lump Sum	1_1_	No Bid	
Days	0.0 10				100	į
BID ALTERNATE 3	Project ManualSection 01 20 00Article #	Alternate Bid Price	Unit of Measure	Quantity	Total Bid Alterna	
To have work Substantially Complete within One Hundred and Eighty (180) Calendar					M- Ma	
Days	2,5 C		Lump Sum	<u> </u>	No Bid	
						-
* If entering bid in wv OASIS, enter the sum of Total Base Bid Amount on Comn	41-1-17					

CONTRACTOR LICENSE



West Virginia Contractor Licensing Board

CONTRACTOR LICENSING NUMBER:

WEST VIRGINIA

WV032832

CLASSIFICATION: GENERAL BUILDING

PULLMAN POWER LLC DBA PULLMAN POWER LLC 10150 OLD COLUMBIA RD COLUMBIA, MD 21046

DATE ISSUED

EXPIRATION DATE

AUGUST 04, 2022

AUGUST 04, 2023

Authorized Signature

Chair, West Virginia Contractor Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name:	Pullman Power, LLC				
Check this project.	box if no subcontractors will per	form more than \$25,000.00 of work to complete the			
Subcontractor Name		License Number if Required by W. Va. Code § 21-11-1 et. seq.			
В	BrandSafway				
	All Crane				
Wils	son Restoration				
E	asly & Rivers				
1	WQ Watters				
Smith F	amily of Workshops				
	Dougherty				
Bu	rdette Electric				
Ray	ynes Company				
Ma	tcon Diamond				
	49				

Attach additional pages if necessary



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

Ι, _	MARK A. BOTT	, after being first duly sworn, depose and state as follows:
1.	I am an employee of _	Pullman Power, LLC; and, (Company Name)
2.	I do hereby attest that	Pullman Power, LLC (Company Name)
		an for a drug-free workplace policy and that such plan and ce with West Virginia Code §21-1D.
The	above statements are sv	vorn to under the penalty of perjury.
		Printed Name: MARK A. BOTT
		014
		Signature:
	5	Title: BRANCH DIRECTOR
		Company Name: Pullman Power, LLC
		Date: <u>02-08-23</u>
ST	Pennsylvania ATE OF WEST VIRGINIA ,	
СО	UNTY OF Allegteny	, TO-WIT:
Tal	ken, subscribed and swor	n to before me this <u>08th</u> day of <u>February</u> , <u>2023</u> .
Ву	Commission expires	ay 1,2023
(Se	Commonwealth of Pennsylvania LEANN M KLIZA - Notary Allegheny County My Commission Expires May Commission Number 12	Public (Notary Public)

BID BOND

of		Rd Columbia, MD 2104		, as Principal, and	Fidelity and Deposit Company of Maryland
	1299 Zurich Way	, Schaumburg, IL 60196 , a	corporation org		under the laws of the State of IL
	with its principal	office in the City of Schaumbur		The second secon	eld and firmly bound unto the State
West Virgini	ia, as Obligee, in the	penal sum of Five Percent of Amo	ount Bld	(\$ 5% of bid) for the payment of which,
		and severally bind ourselves,		ristrators executor	
			- CARCASS - 12 15		
The	Condition of the abo	we obligation is such that who	ereas the Princ	ipal has submitted	to the Purchasing Section of the
epartment of	f Administration a cer	tain bid or proposal, attached h	ereto and made	a part hereof, to e	nter into a contract in writing for
	North Stair Repairs - Pha				
				1	
NOW	THEREFORE,				
(a)	If said bid shall b	a minetad or			
(b)	If said bid shall	be accepted and the Principal	t shall enter in	n a contract in ac	cordance with the bid or proposal
ached here	and shall lumben a	inv other bonds and insurance i	edit vel Ireniumber	hiri or opponessi see	ri chall in all other records acrism
: अप्राप्तवास्त्रा	r created by the acce	Diance of said bid, then this ch	lination shall be	edto biru bas ling	nuice this obligation shall make in
		understood and agreed that this obligation as herein stated.	he kahilily of th	e Surety for any ar	nd all claims hereunder shall, in no
ein, exceeu	mes bearen supprint of	inds obtioation as berein stated			
			•		
The f					
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with	Surety, for the value or affected by any end any such extension	received, hereby stipulates and extension of the time within wh	i agrees that the obliged ich	may accept such	d Surety and its bond shall be in no bid, and said Surety does hereby by a proper officer of Principal and 20 23 .
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with write, or by F	Surety, for the value or affected by any end any such extension tESS, the following such circles individually in	received, hereby stipulates and extension of the time within wh	i agrees that the obliged ich	e may accept such tecuted and seeled February Pullman Power LLC (Mpst be P	bid, and said Surety does hereby by a proper officer of Principal and 20 23 Name of Principal) resident, Vice President, or y Authorized Agent)
with write, or by F	Surety, for the value or affected by any end any such extension tESS, the following such circles individually in	received, hereby stipulates and extension of the time within wh	i agrees that the obliged ich	e may accept such secuted and seeled February Pullman Power LLC (Myst be P	bid, and said Surety does hereby by a proper officer of Principal and 20 23 Name of Principal) resident, Vice President, or y Authorized Agent)
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aive notice o	Surety, for the value or affected by any end any such extension tESS, the following such circles individually in	received, hereby stipulates and extension of the time within wh	i agrees that the obliged ich	Pullman Power LLC By AST - SCC - C Fidelity and Deposit C	bid, and said Surety does hereby by a proper officer of Principal and 20 23 Name of Principal) resident, Vice President, or y Authorized Agent) fecce / (Title)
with wrety, or by F	Surety, for the value or affected by any end any such extension tESS, the following such circles individually in	received, hereby stipulates and extension of the time within wh	i agrees that the obliged ich	Pullman Power LLC By AST - SCC - C Fidelity and Deposit C	bid, and said Surety does hereby by a proper officer of Principal and 20 23 Name of Principal) resident, Vice President, or y Authorized Agent) feure / (Title) Company of Maryland
WiTh arety, or by F	Surety, for the value or affected by any end any such extension tESS, the following such circles individually in	received, hereby stipulates and extension of the time within wh	i agrees that the obliged ich	Pullman Power LLC By AST - SCC - C Fidelity and Deposit C	bid, and said Surety does hereby by a proper officer of Principal and 20 23 Name of Principal) resident, Vice President, or y Authorized Agent) true / (Title) Company of Maryland
WiTh arety, or by F	Surety, for the value or affected by any end any such extension tESS, the following such circles individually in	received, hereby stipulates and extension of the time within wh	i agrees that the obliged ich	Pullman Power LLC By AST - SCC - C Fidelity and Deposit C	bid, and said Surety does hereby by a proper officer of Principal and 20 23 Name of Principal) resident, Vice President, or y Authorized Agent) feure / (Title) Company of Maryland

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by ROBERT D. MURRAY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John F. THOMAS, Jynell Marie WHITEHEAD, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH, Noah William PIERCE and Andrew M. BENNETT, all of Charlotte, North Carolina, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of August, A.D. 2019.

ATTEST.

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Avun Chan

Assistant Secretary

Dawn E. Brown

Vice President Robert D. Murray

State of Maryland County of Baltimore

On this 16th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

POA-F 177-0035B

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY. WHEREOF, I have hereunto subscribed my name and affixed the corporate scale of the said Companies, keep of the local of the said Companies, and the said Companies are said Companies, and the said Companies and the said Compa







Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surcty Claims 1299 Zurich Way Schaumburg, IL 60196-1056