



FINANCE COMMITTEE AGENDA

April 4, 2022 – 3:00 pm | Council Chambers, City Hall

1. **Call meeting to order.**
2. **Approval of Minutes.**
 - a. Regular Meeting: March 7, 2022
3. **Public Comment** - Limit to three minutes per person.
4. **Continued Business.**
5. **New Business.**
 - a. Review and sign March claims – Stan
 - b. Recommendation of Award for Well Project to O-Keefe Drilling – Trent
6. **Committee Comments or Concerns:**
7. **Announcement of next meeting.**

May 2, 2022, at 3PM
8. **Adjournment.**

Finance Committee

Members

Dick Bauman (Chair) | John Molendyke | Rob Kersch

CITY OF DEER LODGE

FINANCE COMMITTEE MEETING MINUTES

March 7, 2022 – 3:00pm | Council Chambers, City Hall

Members Present:	Dick Bauman, Rob Kersch, John Molendyke
Members Absent:	None
Mayor:	Absent
CAO:	Jordan Green
Staff:	Judi Whitney, Stan Glovan, Trent Freeman & Cyndi Thompson
Guests:	None

1. Call Meeting to Order:

a. Chairperson Bauman called the meeting to order at 3:00PM.

2. Approval of Minutes:

a. Regular Meeting: February 7, 2022

Member Molendyke motioned to approve minutes as presented. Chairperson Bauman seconded the motion. 3 Ayes, 0 Noes. Motion passed.

3. Public Comment:

a. None

4. Continued Business:

a. None

5. New Business:

a. Art Club Grant – Jordan

Deer Lodge Art Club is seeking financial assistance from the ARPA funds of \$1,000 for a point-of-sale software program called Square and a linked cash drawer. The Art Club is hoping to create an internship for a Powell County High School student that will set up the equipment and train the members.

The request is to support the Art Club in the \$1,000 from the ARPA funds and recommend this to Council.

Member Kersch motioned to Council to approve \$500 with a notice to the Art Club that they may be considered for the additional \$500 later once we gaged interest in the ARPA Grants. Member Molendyke seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- b. Email Fishing Scams – Jordan
Phishing email scam involving a council member in the amount of \$700 and if Finance Committee wanted to reimburse the scammed council member the full amount.

Member Kersch motioned we do not pay out the \$700 that the council member was scammed. Member Molendyke seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- c. Street Maintenance District – Jordan
Member Skibsrud on the Public Work Committee requested to be placed on the agenda concerning a referendum for the street maintenance district that was passed by the city to add an additional levy onto property bills for funding to support the PASER project every year. Member Skibsrud concern was it was improper of the city council to add on such a taxable value without a vote of the people. A request from the City Council to pass a Resolution to place it on the ballot to be voted on whether or not we should have that street maintenance district additional levy or not. The committee decided to send this to be deliberated by the Finance Committee, due to the serious financial ramifications to the City.

The Public Works Committee vote is for the Finance Committee to recommend back to Public Works Committee whether to forward to Council for Council deliberation on passing a Resolution to place on the ballot for a referendum.

Per Trent, if this did go to ballot, and we did sustain 50% or more of the people not wanting it, we are looking at losing approximately \$288k per year that would be taken away from our street maintenance and there would no longer be any street maintenance for potholes, crack sealing, chip repair, etc. It would cost Two-Million-Dollars to mill every street back to gravel and would take 7 years to do so, then we are back to a sprinkling district with milling, potholes, ruts in the road. Not having road infrastructure creates an impact of structure beneath the gravel because you have nothing to shed the water affecting the many levels of dirt and gravel on the road along with gas and electrical lines.

Member Kersch motioned to have an engineer from Stahly Engineering come out, do a public hearing to educate the public, council and city staff on the decision that were made to bring us to the PASER project with an update on the project currently and future. Member Molendyke seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- d. Review and sign February claims – Judi Whitney & Stan Glovan
Chairperson Bauman motioned to approve February claims as presented. Member Kersch seconded the motion. 3 Ayes, 0 Nos. Motion passed.

6. Committee Comments or Concerns:

- a. Member Kersch - Council members wanting to repeal prior council votes.
- b. Chairman Bauman – Vehicle inventory PD & Code Enforcement, year, make, model, milage, condition.

7. Announcement of Next Meeting:

- a. April 4, 2022, at 3PM

8. Adjournment:

The meeting was adjourned at 3:46pm.

Prepared by: Cyndi Thompson, City Clerk

Dick Bauman, Chairperson

Date

Finance Committee Members

Dick Bauman (Chair) | Rob Kersch | John Molendyke



Engineers and Land Surveyors

3530 Centennial Drive, Helena, MT 59601 | phone: 406-442-8594
851 Bridger Drive, Suite 1, Bozeman, MT 59715 | phone: 406-522-8594
2223 Montana Avenue, Suite 201, Billings, MT 59101 | phone: 406-601-4055
www.seaeng.com

March 18, 2022

City of Deer Lodge
Attn: Jordan Green, Chief Administrative Officer
Trent Freeman, Public Works Director
300 Main Street
Deer Lodge, MT 59722

**Subject: Public Water Supply Replacement Well - Recommendation of Award
Stahly Engineering Project No: 2506-03J20**

Dear Mr. Green and Mr. Freeman:

Contractor bids were received and opened on March 15, 2022 for the above-referenced project. One (1) bid was received and found to be responsive and in accordance with the bid documents.

Stahly Engineering recommends award of the project to O'Keefe Drilling Company, Inc, PO Box 3810, Butte, MT 59702, for the Base Bid amount of \$207,300.00.

Attached is a prepared Notice of Award for review and authorization by the City of Deer Lodge. Also attached for your records is the Bid Opening Record and a copy of the received bid documentation from O'Keefe Drilling

Please feel free to call at (406) 442-8594 if you have any questions or need any additional information.

Sincerely,

Stahly Engineering & Associates

Greg Wirth, P.E.
Senior Project Engineer

Attachments: Notice of Award
Bid Opening Record
Received Bid Documents (12 pages)

NOTICE OF AWARD

Date of Issuance: March 18, 2022
Owner: City of Deer Lodge Owner's Project No.:
Engineer: Stahly Engineering & Associates Engineer's Project No.: 2506-03J20
Project: Public Water Supply Replacement Well
Contract Name: Public Water Supply Replacement Well
Bidder: O'Keefe Drilling Company, Inc.
Bidder's Address: PO Box 3810, Butte, MT 9702

You are notified that Owner has accepted your Bid dated March 15, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: the Base Bid

The Contract Price of the awarded Contract is \$ 207,300.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner One (1) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Anticipated Start Date

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
By (signature): _____
Name (printed): _____
Title: _____
Copy: Engineer



www.seaeng.com

Engineers and Land Surveyors

3530 Centennial Drive, Helena, MT 59601 | phone: 406-442-8594 | fax: 406-442-8557
851 Bridger Drive, Suite 1, Bozeman, MT 59715 | phone: 406-522-8594 | fax: 406-522-9528
2223 Montana Ave., Suite 201 Billings, MT 59101 | phone: 406-601-4055 | fax: 406-601-4062

Public Bid Opening

Project Name:	DEER LODGE PWS REPLACEMENT WELL	Location Bid Opening:	DEER LODGE CITY HALL
Project Number:	2586-03120	Time of Bid Opening:	1:00 PM
Project Location:	DEER LODGE	Bid Opening Date:	3/15/22

Bidder (Name)	Bid Security	Address Addendums	Bid Price
O'KEEFE	✓	✓	\$ 207,300 ⁰⁰

GREG WILSH - SEA
 TROY FREEMAN - CDL
 JARI GLOP - O'KEEFE

RECEIVED BY

MAR 15 2022

CITY OF DEER LODGE

City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

Project: Public Water Supply Well Replacement
Contractor: O'Leary Drilling
Contractor #: 24241
Acknowledgment of Addendum #1

BID DOCUMENTS - DO NOT OPEN UNTIL 1:00pm on March 15th, 2022

BID FORM FOR CONSTRUCTION CONTRACT

PROJECT IDENTIFICATION:

PUBLIC WATER SUPPLY WELL REPLACEMENT DEER LODGE, MONTANA

CONTRACT IDENTIFICATION AND NUMBER:

STAHLY ENGINEERING PROJECT NO. 2506-03J20

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

CITY OF DEER LODGE

(Name of Project)

300 MAIN STREET, DEER LODGE, MONTANA 59722

(Location)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
101	MOBILIZATION & INSURANCE	1	LS	\$20,000.00	\$ 20,000.00
102	OBSERVATION WELL BOREHOLE	250	LF	\$45.00	\$ 11,250.00
103	OBSERVATION WELL CASING	200	LF	\$45.00	\$ 9,000.00
104	OBSERVATION WELL SCREEN	50	LF	\$250.00	\$ 12,500.00
105	OBSERVATION WELL DEVELOPMENT	8	HR	\$450.00	\$ 3,600.00
106	OBSERVATION WELL PUMP TEST	1	LS	\$12,000.00	\$ 12,000.00
107	WATER WELL BOREHOLE	250	LF	\$190.00	\$ 47,500.00
108	WATER WELL CASING	200	LF	\$118.00	\$ 23,600.00
109	STAINLESS STEEL WELL SCREEN	50	LF	\$465.00	\$ 23,250.00
110	GROUT SURFACE SEAL	200	LF	\$25.00	\$ 5,000.00
111	WELL DEVELOPMENT	8	HR	\$450.00	\$ 3,600.00
112	PUMP TEST SETUP/REMOVAL	1	LS	\$8,000.00	\$ 8,000.00
113	DISCHARGE PIPING SETUP/REMOVAL	1	LS	\$2,000.00	\$ 2,000.00
114	STEP-DRAWDOWN PUMP TEST	8	HR	\$275.00	\$ 2,200.00
115	CONSTANT RATE PUMP TEST	72	HR	\$175.00	\$ 12,600.00
116	WELL DISINFECTION	1	LS	\$200.00	\$ 200.00
117	WELL CAP & SURFACE RESTORATION	1	LS	\$11,000.00	\$ 11,000.00
118	RIG STANDBY TIME	0	HR	\$450.00	\$
Total of All Unit Price Bid Items:					\$ 207,300.00
Total Written in Words: Two hundred seven thousand three hundred and zero dollars					

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
#1	March 4th, 2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

O'Keefe Drilling Company

(typed or printed name of organization)

By:

(individual's signature)

Name:

Jaclyn Giop

Title:

CSO/Accountant

(typed or printed)

Date:

March 15th, 2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

Jerry Piazzola

Title:

Project Manager

(typed or printed)

Date:

March 15th, 2022

(typed or printed)

(typed or printed)

Address for giving notices:

P.O. Box 3810

Butte, MT 59702

Bidder's Contact:

Name:

Jaclyn Giop

Title:

CSO/Accountant

(typed or printed)

(typed or printed)

Phone:

406-494-3310

Email:

info@okeefedrilling.com

Address:

P.O. Box 3810

Butte, 59702

Bidder's Contractor License No.: (if applicable)

MWC-043

Montana Contractor's Registration No.:

24241

Employers Tax ID No.:

81-0298188



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

OKEEFE DRILLING COMPANY INC
PO BOX 3810
BUTTE, MT 59702

STATUS
Employer

REGISTRATION NO.
24241

EFFECTIVE DATE
02/28/2022

EXPIRATION DATE
02/27/2024

Visit our website at mtcontractor.mt.gov or call the
Registration Section at 406-444-7734 for more information
or to verify the validity of this certificate.

ANACONDA-DEER LODGE COUNTY
800 Main Street
Anaconda, Montana 59711
2022 BUSINESS LICENSE

LICENSE NO. 339

This license is granted to:

O'KEEFE DRILLING CO.
PO BOX 3810 - ATTN: MAGGIE RYAN
BUTTE MT 59701

This License is issued in accordance with the provisions of Anaconda-Deer Lodge County Code §8-19 through §8-33 and is not transferable.


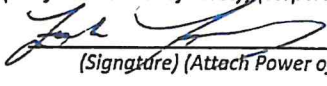


This license is issued for the period beginning January 1, 2022 and ending December 31, 2022.

Business License Fee: \$50.00



Anaconda-Deer Lodge County Treasurer

BID BOND (PENAL SUM FORM)

Bidder Name: O'Keefe Drilling Company, Inc. Address (principal place of business): P.O. Box 3810 Butte, MT 59702	Surety Name: North American Specialty Insurance Company Address (principal place of business): 1200 Main Street, Suite 800 Kansas City, MO 64105
Owner Name: City of Deer Lodge Address (principal place of business): 300 Main Street Deer Lodge, MT 59722	Bid Project (name and location): Public Water Supply Replacement Well Bid Due Date: March 15, 2022
Bond Penal Sum: 10% Ten Percent of Amount Bid Date of Bond: March 14, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder O'Keefe Drilling Company, Inc. (Full formal name of Bidder)	Surety North American Specialty Insurance Company (Full formal name of Surety) (corporate seal)
By: <u></u> (Signature)	By: <u></u> (Signature) (Attach Power of Attorney)
Name: <u>Jacky Giap</u> (Printed or typed)	Name: <u>Zach Friez</u> (Printed or typed)
Title: <u>CSO/Accountant</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u></u> (Signature)	Attest: <u></u> (Signature)
Name: <u>Jerry Piazzola</u> (Printed or typed)	Name: _____ (Printed or typed)
Title: <u>Project Manager</u>	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN MCGREE, LEVI T. DOWNEY, KARLA JOYCE MCHUGH, ZACH FRIEZ, BRIANNA DUDLEY, and KAYLEE RABSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 18th of November, 2021:

“RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of JANUARY, 20 22.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss

On this 6th day of JANUARY, 20 22, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 20 22.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company