

## CONTRACT

THIS CONTRACT made and entered into this 14th day of November, 2023, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Southwest Water Works, LLC, party of the second part, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

**Meadowbrook Waterline Replacement Project PU2204 and 67th Street**  
**Waterline Project PU2213**  
**City of Lawton Project # PU2204 and PU2213**  
**DWSRF Project # P40-1011303-06**

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor at the contract unit prices bid and as specified in the Contractor's proposal, to wit:

Five Million Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Dollars  
(\$5,989,880.00).

Said proposal of Southwest Water Works, LLC is incorporated by reference into this contract. The actual amount to be paid to the Contractor will be based on the unit price in the Contractor's proposal times the unit quantities actually used and accepted for this project.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and

complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Addenda, all of which are on file in the office of the Project Manager, 2100 SW 6<sup>th</sup> Street, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The Contractor acknowledges that Davis Bacon Act wages rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by the through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and the DW-185 Supplemental Conditions (Pink Sheets). The Department of Labor provides all pertinent information related to compliance with labor standards and including prevailing wage rates and for reporting. For more information please refer to <http://www.wdol.gov/> and "<http://www.SAM.gov>."

3. The Contractor acknowledges to and for the benefit of the City of Lawton ("Owner") and the Oklahoma Drinking Water State Revolving Fund (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

4. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the Project Manager shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer/Project Manager, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Notice to Proceed" of the Owner, and to complete the following project milestones within the calendar days indicated in the following table.

#### **Project Milestones**

<b>Milestone #</b>	<b>Description</b>	<b>Calendar Days</b>
<b>1</b>	All Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run in accordance with the General and Supplementary Conditions.	<b>One Hundred Eighty (180)</b>
<b>2</b>	All Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 calendar days after the Contract Times commence to run.	<b>Two Hundred Ten (210)</b>

The Contractor agrees to complete each milestone to a level of substantial completion, as defined by the General Conditions, within **the calendar days indicated in the above table**. The CONTRACTOR further agrees to pay as liquidated damages, for each milestone, the sum of **One Thousand Dollars and 00/100 (\$1,000.00) for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions. Additionally, the CONTRACTOR agrees to fully complete the project, securing the ENGINEER's recommendation of final payment as described by the General Conditions, within **two hundred ten (210) consecutive calendar days**. The CONTRACTOR further agrees to pay as additional liquidated damages the sum of **Five Hundred Dollars and 00/100 (\$500.00) for each consecutive calendar day** thereafter. The liquidated damages for exceeding each project milestone and final completion milestone shall be additive.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the

Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

5. **Discrimination.** The Contractor agrees in connection with the performance of work under this contract as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, age or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.
- b. The Contractor and Subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth the provisions of this section.
- c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

6. **Use of Subcontractors.** The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

7. **Entire Contract.** This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Addenda and the Contractor's Proposal.

8. **Modification and Termination.** This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

9. **Assignment.** This Contract shall not be assigned without the written consent of the CITY.

10. **Bankruptcy.** If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without

prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

11. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

12. Choice of Laws and Venue. This Contract shall be governed by the laws of the State of Oklahoma. Any lawsuit brought concerning this Contract shall be filed with the appropriate state court, Comanche County, Oklahoma or with the United States District Court for Western District of Oklahoma, as applicable.

13. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)



ATTEST:

Jennifer Bernhard  
Title Manager  
(AFFIX SEAL)



Southwest Water Works, LLC  
Name of Corporation

By [Signature]

Title Managing Member

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

\_\_\_\_\_  
Name of Partnership or Proprietorship

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF COMANCHE       }  
STATE OF OKLAHOMA       }

Before me the undersigned, a Notary Public in and for said state, on this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_, a member of the partnership/proprietorship \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that \_\_\_\_\_ (he/she) executed the same as \_\_\_\_\_ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
Stan Booker, MAYOR

ATTEST:

\_\_\_\_\_  
Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
John Ratliff, CITY ATTORNEY

I, Joe Dunham, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. \_\_\_\_\_ for five million nine hundred eighty nine thousand eight hundred eighty dollars (\$5,989,880.00), and after charging account title **Meadowbrook Waterline Replacement Project PU2204 and 67th Street Waterline Project PU2213 - PU2204 and PU2213** with this encumbrance there is an unencumbered balance in said account of \$ \_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joe Dunham, FINANCE DIRECTOR

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that

Southwest Water Works, LLC

(full name and address)

as Principal, and

Fidelity and Deposit Company of Maryland

(full name and address)

as Surety, a

corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum

of Five Million Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Dollars & No/100 -- DOLLARS (\$ 5,989,880.00 ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of November, 2023, for

**Meadowbrook Waterline Replacement Project PU2204 and 67th Street Waterline Project****PU2213****CITY OF LAWTON Project # PU 2204 and PU 2213****DWSRF Project # P40-1011303-08**

all in compliance with the specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said Contract, each and every covenant, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode or procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year above written.

Dated this 14th day of November, 2023.

Principal:

Southwest Water Works, LLC  
(Name of Contractor)

By:

(Name & Title)

Surety:

Fidelity and Deposit Company of Maryland

By:

(Affix Seal) Deborah L. Raper, Attorney-in-fact

**(FOR CORPORATIONS ONLY)**

ATTEST:

Jennifer Bernhart  
(Name & Title) Manager (Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_



## STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

Southwest Water Works, LLC

(full name and address)

as Principal, and

Fidelity and Deposit Company of Maryland

(full name and address)

as Surety, a

corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

Five Million Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Dollars & No/100 --- **DOLLARS**  
(\$ 5,989,880.00 ) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of November, 2023, for

**Meadowbrook Waterline Replacement Project PU2204 and 67th Street Waterline Project**  
**PU2213**  
**City of Lawton Project # PU2204 and PU2213**  
**DWSRF Project # P40-1011303-08**

all in compliance with the specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or Subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the year and day first above written.

Dated this 14th day of November, 2023.

Principal:

Surety:

Southwest Water Works, LLC  
(Name of Contractor)

Fidelity and Deposit Company of Maryland

By:

(Name & Title)

By:

(Affix Seal) Deborah L. Raper, Attorney-in-Fact

**(FOR CORPORATIONS ONLY)**

ATTEST:

(Name & Title)

(Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Southwest Water Works, LLC as Principal, and  
(full name and address)

Fidelity and Deposit Company of Maryland as Surety, a  
(full name and address)

corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

Five Million Nine Hundred Eighty Nine Thousand Eight Hundred Eighty Dollars & No/100 --- DOLLARS  
(\$5,989,880.00) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of November, 2023, for

**Meadowbrook Waterline Replacement Project PU2204 and 67th Street Waterline Project**  
**PU2213**  
**City of Lawton Project # PU2204 and PU2213**  
**DWSRF Project # P40-1011303-08**

all in compliance with the specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the Prime Contractor and all Subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of the bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this 14th day of November, 2023.

Principal:

Surety:

Southwest Water Works, LLC  
(Name of Contractor)

Fidelity and Deposit Company of Maryland

By:

(Name & Title)

By:

(Affix Seal) Deborah L. Raper, Attorney-in-Fact

**(FOR CORPORATIONS ONLY)**

ATTEST:

(Name & Title)

(Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_

**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 Clayton HOWELL, Vicki Wilson, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN of Tulsa, Oklahoma, 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.

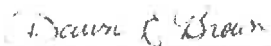
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 27th day of October, A.D. 2022.



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

  
\_\_\_\_\_  
By: **Robert D. Murray**  
Vice President

  
\_\_\_\_\_  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 27th day of October, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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, depose 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, Notary Public  
My Commission Expires: July 9, 2023

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

## 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 or revoke any such appointment or authority at any time."

### CERTIFICATE

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 hereto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of November, 2023.



*MJ Pethick*  
By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reports@claims@zurichna.com](mailto:reports@claims@zurichna.com)

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790