

CONTRACT

THIS CONTRACT made and entered into this 13th day of April, 2021, 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 Layne Christensen Company, 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

Lawton Groundwater Supply – Well No. 1 **Project # PU 20-01**

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:

One million two hundred twenty-five thousand nine hundred thirty & 00/100 Dollars (\$1,225,930.00). Said proposal of Layne Christensen Co. 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 Plans and Addenda, all of which are on file in the office of the Project Manager, 2100 SW 6th 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 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 Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project **One Hundred Twenty (120) consecutive calendar days** The Contractor further agrees to pay as liquidated damages, the sum of **One Thousand Dollars and 00/100 (\$1,000.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

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.

3. 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.

4. 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.

5. 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 Plans and Addenda and the Contractor's Proposal.

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

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

8. 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.

9. 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.

10. 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.

11. 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)

Layne Christensen Company

Name of Corporation

By  Kenneth B. Olson

Title Treasurer

ATTEST:

See Attached Certificate of Secretary

Title _____

(AFFIX SEAL)



(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 _____, 2021, 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 _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On March 18, 2021 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

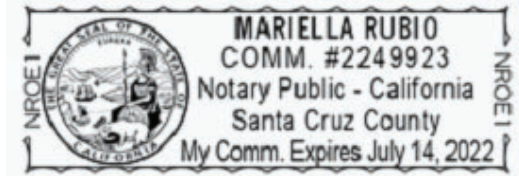
personally appeared Kenneth B. Olson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Mariella Rubio, Notary Public

(Seal)



CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Traci Hushbeck, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2021.

John Ratliff, CITY ATTORNEY

I, Donald Moore, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. 094-0097-000-00-03281133 for One million two hundred twenty-five thousand nine hundred thirty & 00/100 Dollars (\$1,225,930.00), and after charging account title Alternative Water Sources with this encumbrance there is an unencumbered balance in said account of \$ _____ .

Dated this _____ day of _____, 2021.

Donald Moore, FINANCE DIRECTOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Layne Christensen Company as Principal, and
(full name and address)

Travelers Casualty and Surety Company of America as Surety, a
(full name and address)

corporation organized under the laws of the State of Connecticut, 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 One Million Two Hundred Twenty Five Thousand Nine Hundred Thirty 00/100 DOLLARS (\$ 1,225,930.00) 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 13th day of April, 2021, for

Lawton Groundwater Supply – Well No. 1
Project # PU 20-01

all in compliance with the plans and 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 18th day of March, 2021.

Principal:

Surety:

Layne Christensen Company
(Name of Contractor)

Travelers Casualty and Surety Company of America

By: [Signature]
(Name & Title) Kenneth B. Olson, Treasurer

By: [Signature] Isabel Barron
Attorney-in-Fact
(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

See Attached Certificate of Secretary
(Name & Title) (Affix Seal)



(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2021

Notary: _____

My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On March 18, 2021 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

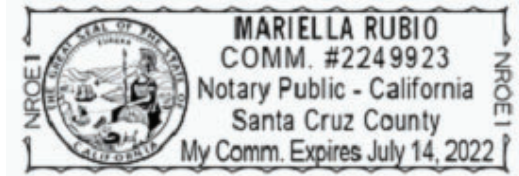
personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Mariella Rubio, Notary Public

(Seal)



STATUTORY BOND

Bond No. 107355758

KNOW ALL MEN BY THESE PRESENTS that

Layne Christensen Company as Principal, and
(full name and address)

Travelers Casualty and Surety Company of America as Surety, a
(full name and address)

corporation organized under the laws of the State of Connecticut, 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

One Million Two Hundred Twenty Five Thousand Nine Hundred Thirty 00/100 DOLLARS (\$ 1,225,930.00) 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 13th day of April, 2021, for

Lawton Groundwater Supply – Well No. 1
Project # PU 20-01

all in compliance with the plans and 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 18th day of March, 2021.


Principal:

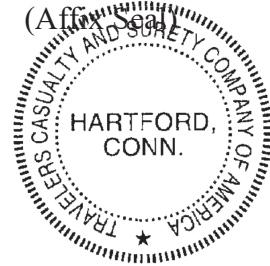
Surety:

Layne Christensen Company
(Name of Contractor)

Travelers Casualty and Surety Company of America

By:  Kenneth B. Olson, Treasurer
(Name & Title)

By:  Isabel Barron
Attorney-in-Fact



(FOR CORPORATIONS ONLY)

ATTEST:

See Attached Certificate of Secretary
(Name & Title) (Affix Seal)



(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2021

Notary: _____ My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On March 18, 2021 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

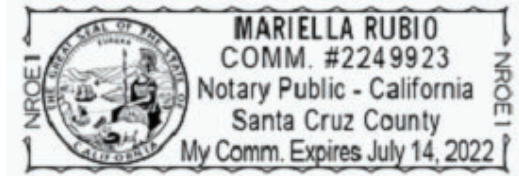
personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Mariella Rubio, Notary Public

(Seal)



MAINTENANCE BOND

Bond No. 107355758

KNOW ALL MEN BY THESE PRESENTS that

Layne Christensen Company as Principal, and
(full name and address)

Travelers Casualty and Surety Company of America as Surety, a
(full name and address)

corporation organized under the laws of the State of Connecticut, 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

One Million Two Hundred Twenty Five Thousand Nine Hundred Thirty 00/100 DOLLARS (\$1,225,930.00) 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 13th day of April, 2021, for

Lawton Groundwater Supply – Well No. 1
Project # PU 20-01

all in compliance with the plans and 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 18th day of March, 2021.

Principal:

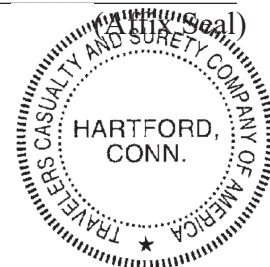
Surety:

Layne Christensen Company
(Name of Contractor)

Travelers Casualty and Surety Company of America

By:  Kenneth B. Olson, Treasurer
(Name & Title)

By:  Isabel Barron
Attorney-in-Fact



(FOR CORPORATIONS ONLY)

ATTEST:

See Attached Certificate of Secretary
(Name & Title) (Affix Seal)



(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2021

Notary: _____ My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On March 18, 2021 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

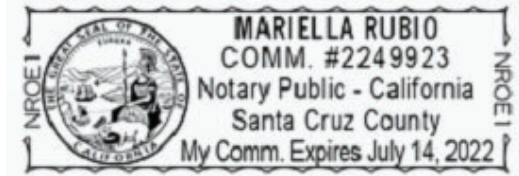
personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Mariella Rubio, Notary Public

(Seal)



**LAYNE CHRISTENSEN COMPANY
CERTIFICATE OF SECRETARY**

I, Aaron Storm, Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on January 27, 2020; that the Board of Directors acting was duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the following officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Robert C. VanGorder	—	President & Group Manager
Denise C. McClanahan	—	Vice President, Granite Inliner Division
Kent M. Wartick	—	Vice President, Water Resources Division
Gernot E. Penzhorn	—	Vice President, Mineral Services Division
Jigisha Desai	—	Chief Financial Officer
Kenneth B. Olson	—	Treasurer & Assistant Secretary
Aaron Storm	—	Secretary
Michael W. Barker	—	Vice President & Controller
Terry Jebavy	—	Group Controller & Assistant Secretary
Nicholas B. Blackburn	—	Assistant Secretary
Thomas B. Healy	—	Assistant Secretary

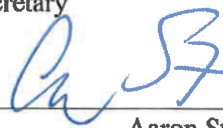
RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and delegations of authority previously approved and the Granite Construction Incorporated Delegation of Authority Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the following officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Robert C. VanGorder	—	President & Group Manager
Denise C. McClanahan	—	Vice President, Granite Inliner Division
Kent M. Wartick	—	Vice President, Water Resources Division
Gernot E. Penzhorn	—	Vice President, Mineral Services Division
Jigisha Desai	—	Chief Financial Officer
Kenneth B. Olson	—	Treasurer & Assistant Secretary
Aaron Storm	—	Secretary
Michael W. Barker	—	Vice President & Controller
Terry Jebavy	—	Group Controller & Assistant Secretary
Nicholas B. Blackburn	—	Assistant Secretary
Thomas B. Healy	—	Assistant Secretary

Dated: January 28, 2020



Aaron Storm





**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 **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

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




Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **March 18**, 2021




Kevin E. Hughes, Assistant Secretary

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