

**NOTICE OF AWARD
FOR
LEWIS STREET AND 2ND AVENUE PARKING LOT IMPROVEMENTS
PROJECT NO. STORM 24-001, PA-24-03, PA-24-05**

CITY OF SHAKOPEE, MINNESOTA

TO: GMH Asphalt Corporation
9180 Laketown Rd.
Chaska, MN 55318

The City of Shakopee, Minnesota, having considered the proposals submitted on April 17 , 2024 for the construction of the **LEWIS STREET AND 2ND AVENUE PARKING LOT IMPROVEMENTS, PROJECT STORM 24-001, PA-24-03, PA-24-05** and it appearing that your proposal is fair, equitable and to the best interest of the City, the said proposal is hereby accepted for the prices set forth therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance and Payment Bond within ten (10) days from the date hereof.

The Bid Security submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance and Payment Bond. In the event you should fail to execute the Contract Agreement and furnish the Performance and Payment Bond, within the time limit specified, said Bid Security will be retained by the City of Shakopee as liquidated damages for failure to accept the award and execute the necessary documents for the formation of the contract.

The City is accepting Alternate _____ No. _____.

CITY OF SHAKOPEE, MINNESOTA

Bill Reynolds/ City Administrator

Awarded by:
Shakopee City Council May 7, 2024

Contract Amount: \$1,149,194. 10

CONTRACT

THIS CONTRACT, made and entered into this 7 day of May, 2024 by and between GMH Asphalt Corporation hereinafter called "Contractor" (a corporation organized and existing under the laws of the State of Minnesota) (a partnership consisting of _____ created under the laws of Minnesota), and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

WITNESSETH:

That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

LEWIS STREET AND 2ND AVENUE PARKING LOT IMPROVEMENTS

NOW THEREFORE,

the parties to this contract agree to the following:

1. Manner for Completion

The Contractor, at his own proper cost and expense, shall perform all work and furnish all supervision (needed beyond that provided by the City Engineer), labor, material, tools, supplies, machinery and other equipment necessary for the construction of the **Lewis Street and 2nd Avenue Parking Lot Improvements Projects STORM-24-001, PA-24-03, & PA-24-005** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Plans and Specifications.

2. Due Diligence

Time is of the essence in the performance of this Contract. The maintenance of a rate of progress in the work which will result in its completion in a reasonable time, is an essential feature of this Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to insure the time of completion as defined in this Contract. The Contractor shall fully complete the work called for under the Contract in accordance with the specifications.

3. Payment

The City will pay the Contractor those prices stipulated in the Contractor's Contract Proposal, which are incorporated herein by reference and made a part of this Contract, which shall constitute full and complete compensation for the contractor's work provided hereunder. The parties specifically agree and understand and the Contractor specifically waives any claim for additional compensation for any changed condition whether arising out of a physical condition at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract or arising as a result of any force majeure.

4. Prevailing Wages

If this project is funded in whole or in part by state funds, then the wages of laborers, workers, and mechanics should be comparable to wages paid for similar work in the community as a whole, as established by the Minnesota Department of Labor and Industry. If this section applies to this project, the prevailing wage rates are attached and included in the contract documents.

5. Contractor's Responsibility for Subcontractors

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. Payment to Subcontractors

The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

7. City Instructions

The City may declare the contract forfeited as described in the Standard Specifications should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

8. Indemnity

The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs, including attorney's and expert fees, by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any other wrongful act or omission, including breach of any provision of this Contract, of Contractor, its independent subcontractors, agents, employees, or delegates. The Contractor further agrees to indemnify the City for defense cost incurred in defending any claims, unless the City is determined to be at fault.

9. Contract Documents

This Contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. In the event of any conflict between those documents listed as (a) through (f), they shall govern in the order listed, with this Contract governing over all other documents. The contract documents consist of the following:

- a. This Contract
- b. All Change Orders or Addenda
- c. Plans and Specifications for Project STORM-24-001, PA-24-03, & PA-24-005
- d. General Utility and Street Improvement Specifications for Construction
- e. Shakopee Public Utility Commission Water Policy Manual
- f. All items listed under the Table of Contents

10. Duplicate Originals

This Contract shall be executed in two copies; one (1) copy being retained by the City, one (1) to be delivered to the Contractor.

11. Nondiscrimination

The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

12. Jurisdiction

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By _____ By _____
Mayor/Matt Lehman

By _____ By _____
Name / Title City Administrator/Bill Reynolds

Approved as to form:

City Attorney

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that We, _____

_____, as
Principal, and _____

as Surety, being a corporation certified by the Minnesota Commissioner of Insurance and authorized to act as a surety as provided in Minnesota Statutes, Section 60A.23, Subd. 5 and 574.15, are held and firmly bound unto the City of Shakopee, a Minnesota municipal corporation, hereinafter called the City, for the use of the City and to all subcontractors and persons who have furnished or shall furnish materials actually used in the performance of the hereinafter mentioned Contract, or who have performed, or shall perform, labor in the performance of or in connection with the said Contract in the penal sum of _____ (\$ _____), lawful money of the United States of America, the payment of which will truly be made to the Obligees, the said Principals and the said surety, bind themselves and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The condition of the above obligation is such that:

WHEREAS, the above bounded Principals have heretofore on the ____ day of _____, 2024, entered into a written Contract, a copy of which is by reference made a part hereof, with said City, for the furnishing of all labor and equipment for the complete installation of the **Lewis Street and 2nd Avenue Parking Lot Improvements, Projects STORM-24-001, PA-24-03, & PA-24-005** said construction work to be done according to the requirements of said Contract.

NOW, THEREFORE,

the obligations shall remain in full force and effect unless and until the above Principals do the following:

- At all times duly, promptly, and faithfully perform said Contract and any alteration in or addition to the obligations of said Principals arising thereunder (including the matter of infringement, if any, of patents),
- Guarantee all work against defective workmanship and materials for a period of two (2) years from date of final acceptance by the City,
- Comply with all the covenants contained in the specification drawings and other documents constituting a part of said Contract required to be performed by said Principals,
- Satisfy all claims and demands for same, in the manner and within the times provided in said Contract,
- Fully indemnify and save harmless the City of Shakopee from all costs and damage which the City may suffer,
- Fully reimburse and repay the City all outlay and expenses which the City may incur in making good any defaults, and reasonable attorneys' fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default,
- Pay all people who have contracts directly with the Principals, for labor or materials, if any, included in said Contract, or any alteration in or addition thereto.

If the Principals fulfill the above-listed items, then this obligation may become null and void.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration in or addition to the terms of the Contract, the work to be performed thereunder, or specifications accompanying the same, and no forbearance on the part of either the City or the Principal, shall in any way affect its obligation in this bond or release the Principal and Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications, or any forbearance.

Signed and sealed this _____ day of _____, 2024.

Principal

By _____

Surety

Address

By _____
Attorney-in-fact

Local Agent

Address

**NOTICE TO PROCEED
FOR**

**LEWIS STREET AND 2ND AVENUE PARKING LOT IMPROVEMENTS
PROJECT NO. STORM-24-001, PA-24-03, PA-24-05**

CITY OF SHAKOPEE, MINNESOTA

TO:

GMH Asphalt Corporation
9180 Laketown Rd.
Chaska, MN 55318

DATE:_____

You are hereby authorized to proceed on this date for the construction of the **Lewis Street and 2nd Avenue Parking Lot Improvements, Project STORM-24-001, PA-24-03, & PA-24-005** for the City of Shakopee, Minnesota as set forth in detail in the Contract Documents, including Plans and Specifications.

CITY OF SHAKOPEE, MINNESOTA

By: _____
Alex Jordan, PE
City Engineer

We have determined the following permits are required:

If you will not complete your work involving these permits within the time specified thereon, you should communicate with the Director of Public Works, City of Shakopee, Minnesota to see if an extension is available and what you must do to obtain one. If you encounter other permits required, please communicate immediately with the same department.

BID PROPOSAL
FOR

BID COPY

LEWIS STREET AND 2ND AVENUE PARKING LOT IMPROVEMENTS
IMPROVEMENT PROJECT NO. STORM 24-001, PA-24-03, PA-24-05

CITY OF SHAKOPEE, MINNESOTA

BIDDER: GMH Asphalt Corporation
ADDRESS: 9180 Laketown Road, Chaska, MN ZIP 55318
TELEPHONE: 952-442-5288
E-MAIL: GMH@gmhasphalt.com

BIDS TO BE OPENED AT 10:00 A.M., LOCAL TIME, APRIL 17, 2024

Honorable City Council
City of Shakopee
485 Gorman Street
Shakopee, Minnesota 55379

The undersigned, as Bidder, having examined the site and having studied the Contract Documents for the Work and being familiar with all factors and conditions affecting the Work and cost thereof, hereby proposes and agrees to enter into a Contract with the City of Shakopee to supply all labor, equipment, tools, materials, and skills necessary for the construction of the following work, all in accordance with the Contract Documents and any subsequent addenda issued thereto:

Improvement Project No. STORM 24-001, PA-24-03, PA-24-05 Lewis Street and 2nd Avenue Parking Lot Improvements

The undersigned Bidder understands the quantities of Work as shown herein are approximate only and are subject to increase or decrease, and proposes to do the Work whether the quantities are increased or decreased, at the unit price stated in the following Schedule of Prices and the unit price as Bid shall constitute compensation in full for the respective items.

Lewis Street and 2nd Avenue Parking Lot Improvements (#9037567)
Owner: Shakopee MN, City of
Solicitor: Shakopee MN, City of
04/17/2024 03:00 PM CDT

BID PROPOSAL TABULATION (FROM QUESTCDN)

The undersigned agrees as follows:

1. Within ten (10) calendar days after Award of Contract to execute a Contract for the work involved and to furnish the City of Shakopee a satisfactory Performance Bond and Payment Bond in the full amount of the Contract guaranteeing the faithful performance of the Work and the payment of bills.
2. That this Proposal cannot be withdrawn for a period of thirty (30) days after the date and time scheduled for the opening of Bids.
3. That the Shakopee City Council reserves the right to reject any and all Bids, to waive irregularities and informalities therein and further reserves the right to award the Contract in the best interests of the City.
4. All work included in this Contract shall be completed in accordance with the specified dates of completion provided in the Contract Documents and Specifications.

In guarantee of sincerity of purpose in entering this Bid, the undersigned encloses a certified check, a cashier's check, or a bid bond, in an amount equal to five percent (5%) of the total Bid amount, made payable to the City of Shakopee. It is agreed that this amount is subject to forfeiture to the OWNER in the event the undersigned fails to execute the prescribed Contract and submit the required Performance and Payment Bond, Labor and Materials Bond and Insurance Certificates to the OWNER within ten (10) calendar days after issuance of Notice of Contract Award.

This is to acknowledge receipt of addenda numbered 1, 2, and _____.

Respectfully submitted,

By:



(Signature of Bidder)

Title:

Vice President

Name and Address of Bidder:

Brandon Butovac

(Name)

9180 Laketown Road

(Address)

4-17-24

(Date)

Chaska, MN 55318

(City and State)

41-1662485

(Bidders E.I. Number, used on employer's quarterly federal tax return, US Treasury Department Form 941)

Incorporated under the laws of the State of Minnesota.

President: Gary Harms 9180 Laketown Rd, Chaska, MN 55318
(Name) (Address)

Secretary: Erica Johnson 9180 Laketown Rd, Chaska, MN 55318
(Name) (Address)

Treasurer: Erica Johnson 9180 Laketown Rd, Chaska, MN 55318
(Name) (Address)

BIDDER'S QUALIFICATIONS

1. List Project Superintendent who will supervise the Work of this Project and number of years of experience. Superintendent shall be responsible for providing continuous on-site supervision of the Work and must not be the foreman for other major portions of work, unless specifically approved by the City Engineer.

Brandon Butorac - 25 years

2. List of personnel who will be assigned to this Project.

Jamie Bratsch

Blandon Halek

Ben Horstmann

Robert Kulhanck

Brady Miller

Jon Schoenbauer

Dean Sullivan

3. Each Bidder shall enter in the spaces provided the names of major subcontractors he/she proposes to employ and classification or type of Work they will perform.

A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five percent (5%) or more of the total Contract price.

SUBCONTRACTOR

Stapf Concrete

Schneider Const.

Hardscape Construction

KP Miller

WORK

Concrete

Pipe

Ret Wall

Restoration

4. List of similar type projects performed within the last three (3) years.

1) Name of client: City of Waconia

Date: 2023

Contact person: Ryan Johnson

Telephone: 952-448-8838

2) Name of client: City of Maple Grove

Date: 2023

Contact person: Kevin Kruger

Telephone: 320-241-6853

3) Name of client: City of Lakeville

Date: 2023

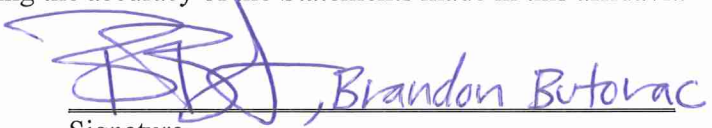
Contact person: Shane Murphy

Telephone: 952-737-7409

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Advertisement for Bids, designed to limit independent bidding or competition;
3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the Statements made in this affidavit.


Signature

GMH Asphalt Corp.
Firm Name

Subscribed and sworn to before me

this 17th day of April, 2024


(Notary Public) Heather Smieja



DEPARTMENT OF HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1979, and (check one of the following, as applicable):

- ☒ Have a Certificate of Compliance issued by the Department of Human Rights.
- ☐ Have applied for a Certificate of Compliance to the Commissioner of Human Rights, which is pending.
- ☐ I am exempt from the requirements of Minnesota Statutes Section 363 as amended by the Laws of 1979.



Signature of Bidder

, Brandon Butovac

Position:

Vice President

Name of Firm:

GMH Asphalt Corp.

Date:

4-17-24

Questions should be referred to:

Minnesota Department of Human Rights
Bremer Building
St. Paul, Minnesota 55101
Telephone: 612-296-5663

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority prior to execution of the contract, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Brandon Butorac (typed or printed name),
Vice President (title) certify that I am an owner or officer of the company and do
verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

GMH Asphalt Corporation
(name of the person, partnership or corporation submitting this proposal)

9180 Laketown Rd, Chaska, MN 55318
(business address)

Signed: 
(bidder or authorized representative)

4-17-24
Date



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

GMH Asphalt Corporation

9180 Laketown Road

Chaska, MN 55318

OWNER:

(Name, legal status and address)

City of Shakopee

485 Gorman St.

Shakopee, MN 55379

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:

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

Lewis Street and 2nd Avenue Parking Lot Improvements; Shakopee, MN

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of April, 2024


(Witness) Heather Smieja


(Witness) Sandra M. Engstrum

GMH Asphalt Corporation

(Principal)

By:

(Title) Brandon Butorac, Vice President

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

By:

(Title) Brian J. Oestreich, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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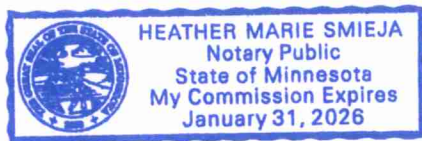
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Carver)

On this 17th day of April, in the year 2024, before me personally appeared Brandon Butorac,
Vice President of
GMH Asphalt Corporation, known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Heather Smieja, Notary Public
My Commission Expires: January 31, 2026

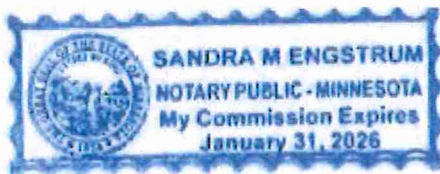
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 2nd day of April, in the year 2024, before me personally come(s)
Brian J. Oestreich, Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Sandra M. Engstrum, Notary Public
My Commission Expires: January 31, 2026

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, LIN ULVEN, EMILY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER

and MICHELLE MORRISON 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:

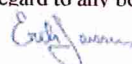
TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

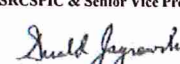
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"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 
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By 
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 23RD day of FEBRUARY, 20 24

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 23RD day of FEBRUARY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, 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.




Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of April, 2024.


Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC