



**COUNTY OF SANTA BARBARA**  
**AGREEMENT FOR:**  
**General Services Project No. 8600-DAS**  
County of Santa Barbara  
Distributed Antenna System (DAS)  
Northern Branch Jail  
2301 Black Road, Santa Maria CA 93455

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY**, and DAY WIRELESS SYSTEMS, referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. **CONTRACT**: This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.
  
2. **WORK**: CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.
  
3. **EXCAVATIONS**: Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.
  
4. **COUNTY REPRESENTATIVE**: The County Representative referred to in the Contract Documents is Adriana Seymour.
  
5. **PAYMENT**: As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be Two Hundred Forty Six Thousand One Hundred Three DOLLARS and Seventeen CENTS (\$ 246,103.17), to be paid as provided in the Contract Documents dated June 4, 2019. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory

to the Santa Barbara County Auditor-Controller.

6. **EXTRA WORK**: Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be effected or authorized in writing and agreement made of compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the County Representative, if compensation is not in excess of 10% of the original base agreement amount or \$25,000, or \$25,000 + 5% of the amount of the bid in excess of \$250,000. Compensation in such equitable amount as is appropriate for the requirements of the COUNTY or may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes.

7. **COMPLIANCE WITH LAW, AMENDMENTS**: CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. **PAYMENTS NOT ACCEPTANCE**: No certificate given or payments made under this Contract, except the final payment shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County Representative, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

9. **PREVAILING WAGE RATES**: Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

10. **CONTRACT DOCUMENTS ACKNOWLEDGED**: CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

**11. TIME FOR COMMENCEMENT, COMPLETION:** The work to be done under this Agreement shall be completed within **90** calendar days after execution of this Agreement. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.

**12. WORKERS' COMPENSATION INSURANCE:** CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. CONTRACTOR will comply with such provisions before commencing the performance of the work of this Contract.

**13. PROGRESS PAYMENT NO WAIVER FOR DELAY:** Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

**14. GUARANTEE BONDS:** Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.


**15. NON-DISCRIMINATION:** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

**16. DISPUTES:** Should any dispute arise respecting the construction or meaning of any of the plans or specifications affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be resolved by the Engineer/Architect whose decision shall be final and binding upon the parties. If, after the decision of the Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY and those claims are in the aggregate amount of \$375,000 or less, said claims shall be resolved pursuant to Public Contracts Code Sections 20104 through 20104.8, inclusive.

**17. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS:** The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

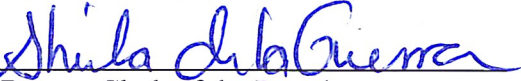
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY


By:   
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

Dated: 6-4-19

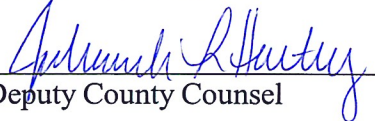
ATTEST:  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk of the Board

CONTRACTOR:  
DAY WIRELESS SYSTEMS

By:   
BRENT MCGRAW, VICE PRESIDENT  
License #: 984020

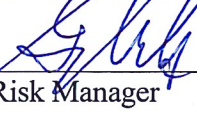
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI,  
COUNTY COUNSEL

By:   
Deputy County Counsel

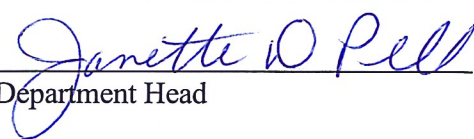
APPROVED AS TO ACCOUNTING FORM:  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By:   
Deputy Auditor-Controller

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By:   
Risk Manager

RECOMMENDED FOR APPROVAL  
JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By:   
Department Head

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Original Duplicate #2

BOND NO. 1074273

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Day Wireless Systems (hereinafter referred to as Principal) have by written agreement dated April 4, 2019, entered into a contract identified as:

**County of Santa Barbara  
Distributed Antenna System (DAS) - Northern Branch Jail  
County Project No. 8600-DAS**

(hereinafter referred to as the Contract) and incorporated herein by reference; and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and The Hanover Insurance Company as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County and the State of California (hereinafter referred to as State) in the amount of \$246,103.17, lawful money of the United States, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his/her heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless County, its officers, agents, and employees, and the State as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration, deletion, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, deletion, or additions to the terms of the Contract or to the work or to the specifications. In the event suit is brought upon this Bond by County and/or the State and judgment is recovered, Surety shall pay all costs incurred by the County and/or State in such suit, including a reasonable attorney's fee to be fixed by the court, even if payment in full of those costs causes Surety's obligation to exceed the stated amount of this bond.

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**PERFORMANCE BOND (CONT'D)**

Death, illness, bankruptcy, receivership, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named on the 8th day of May, 2019.

**PRINCIPAL:** Day Wireless Systems



Signature

BRENT MCGRAW

Name

EXECUTIVE VICE PRESIDENT

Title

4700 SE International Way

Address

Milwaukie, OR 97222

City, State & Zip Code

MAY 9, 2019

Dated

**SURETY:** The Hanover Insurance Company



Signature by Attorney-in-Fact

Kristine E Calvin

Name

Attorney-in-Fact

Title

720 SW Washington St, Suite 250

Address

Portland, OR 97205

City, State & Zip Code

May 6, 2019

Dated

Surety's Agent for Service of Process (located within the State of California):

Gregory C Ryerson /The Hanover Insurance Company

Name of Agent

5 Hutton Center Dr., Suite 1060

Address

Santa Ana, CA 92707

City, State & Zip Code

714-451-3808

Telephone Number

N/A

FAX Number

NOTE: Corporate seals of Principal and Surety must be attached.  
Signature of those executing for Surety must be properly acknowledged.

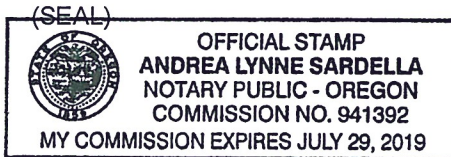
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

OREGON  
STATE OF CALIFORNIA )  
COUNTY OF SANTA BARBARA ) ss.  
CLACKAMAS

On MAY 8, 2019, before me, ANDREA SARDELLA,  
personally appeared KRISTINE E. CALVIN, ATTORNEY-IN-FACT,  
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~~ <sup>OREGON</sup> that the foregoing  
paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL:



Andrea Sardella  
Notary Public for the State of ~~California~~ <sup>OREGON</sup>

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Original Duplicate #2

BOND NO. 1074273

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

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**County of Santa Barbara  
Distributed Antenna System (DAS) - Northern Branch Jail  
County Project No. 8600-DAS**

(hereinafter referred to as the Contract) and incorporated herein by reference; and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the Principal is required to file with the County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and The Hanover Insurance Company as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County and the State of California (hereinafter referred to as State) in the amount of \$246,103.17, lawful money of the United States, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, or any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, then said Surety will pay for the same, in an amount not to exceed the amount set forth herein except as provided below.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration, deletion, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, deletion, or addition to the terms of the Contract or to the work or to the specifications. In the event suit is brought upon this Bond by County and/or State and judgment is recovered, Surety shall pay all costs incurred by the County and/or State in such suit, including a reasonable attorney's fee to be fixed by the court, even if payment in full of those costs causes Surety's obligation to exceed the stated amount of this bond.

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**PAYMENT BOND (CONT'D)**

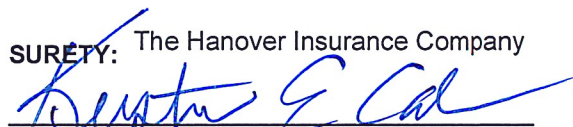
Death, illness, bankruptcy, receivership, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

**IN WITNESS WHEREOF** this instrument has been duly executed by the Principal and Surety above named on the 8th day of May, 2019.

**PRINCIPAL:** Day Wireless Systems

  
Signature  
BRENT MCGRAW  
Name  
EXECUTIVE VICE PRESIDENT  
Title  
4700 SE International Way  
Address  
Milwaukie, OR 97222  
City, State & Zip Code  
MAY 9, 2019  
Dated

**SURETY:** The Hanover Insurance Company

  
Signature by Attorney-In-Fact  
Kristine E Calvin  
Name  
Attorney-in-Fact  
Title  
720 SW Washington St, Suite 250  
Address  
Portland, OR 97205  
City, State & Zip Code  
May 6, 2019  
Dated

Surety's Agent for Service of Process (located within the State of California):

Gregory C Ryerson /The Hanover Insurance Company

Name of Agent

5 Hutton Center Dr., Suite 1060

Address

Santa Ana, CA 92707

City, State & Zip Code

714-451-3808

Telephone Number

N/A

FAX Number

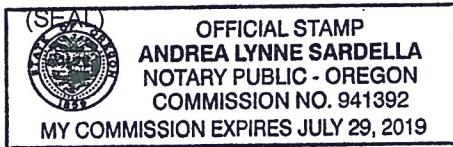
NOTE: Corporate seals of Principal and Surety must be attached.  
Signature of those executing for Surety must be properly acknowledged.

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.

OREGON  
STATE OF CALIFORNIA )  
COUNTY OF SANTA BARBARA ) ss.  
CLACKAMAS

On MAY 8, 2019, before me, ANDREA SARDELLA  
personally appeared KRISTINE E. CALVIN, ATTORNEY-IN-FACT,  
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 OREGON ~~California~~ that the foregoing  
paragraph is true and correct.



WITNESS MY HAND AND OFFICIAL SEAL:

Andrea Sardella  
Notary Public for the State of ~~California~~ OREGON

**THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Gregory C. Ryerson, Kristine E. Calvin, Patrick L. Goodman and/or Kathie Williams**

Of Durham and Bates Insurance Brokers and Agents, Portland, OR, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any surety bond, recognizance or obligation in the United States, not to exceed Ten Million Dollars (\$10,000,000.00) in any single instance.**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of September, 2015.



THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

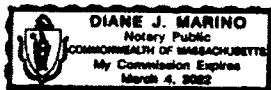
*Robert Thomas*  
 Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Pate*  
 J. Michael Pate, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
 COUNTY OF WORCESTER ) ss.

On this 3rd day of September 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
 Diane J. Marino, Notary Public  
 My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8th day of May 2019.

CERTIFIED COPY

*Theodore G. Martinez*  
 Theodore G. Martinez, Vice President

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Gregory C. Ryerson, Kristine E. Calvin, Patrick L. Goodman and/or Kathie Williams

Of Durham and Bates Insurance Brokers and Agents, Portland, OR, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any surety bond, recognizance or obligation in the United States, not to exceed Ten Million Dollars (\$10,000,000.00) in any single instance.

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of September, 2015.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

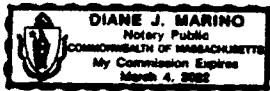
*Robert Thomas*  
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Pete*  
J. Michael Pete, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 3rd day of September 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 18th day of April 2019.

CERTIFIED COPY

*Theodore G. Martinez*  
Theodore G. Martinez, Vice President

**THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Gregory C. Ryerson, Kristine E. Calvin, Patrick L. Goodman and/or Kathie Williams**

**Of Durham and Bates Insurance Brokers and Agents, Portland, OR**, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any surety bond, recognizance or obligation in the United States, not to exceed Ten Million Dollars (\$10,000,000.00) in any single instance.**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company-as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **3rd** day of **September, 2015**.



THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
 Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Pete*  
 J. Michael Pete, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
 COUNTY OF WORCESTER ) ss.

On this **3rd** day of **September 2015** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
 Diane J. Marino, Notary Public  
 My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 18<sup>th</sup> day of April 2019.

CERTIFIED COPY

*Theodore G. Martinez*  
 Theodore G. Martinez, Vice President