Attachment 2

PowerFlex Bid Response

County of Santa Barbara Electric Vehicle Charging Stations Calle Real/Downtown/Lompoc/Santa Barbara, Ca.



Project No. 19016

MANDATORY JOB WALK: 08:00am Thursday July 23, 20202020 Only if you did not attend the first job walk.

> BID DUE DATE: Tuesday August 4, 2020 3:00 P.M.

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Payment Bond Performance Bond Certificate of Insurance Transmittal Unlawful Discrimination Ordinance County of Santa Barbara Agreement Form

DRAWINGS AND SPECIFICATIONS

See attached

GENERAL CONDITIONS

General Conditions_19016

SPECIAL PROVISIONS

SECTION 16000 - ELECTRICAL SANTA BARBARA COUNTY ELECTRIC VEHICLE CHARGERS

County_Provided_Equipement.pdf

BIDDING DOCUMENTS

NOTICE TO BIDDERS

Notice is hereby given that the General Services Department, County of Santa Barbara will receive bids for:

COUNTY OF SANTA BARBARA County of Santa Barbara Electric Vehicle Charging Stations Calle Real/Downtown/Lompoc/ Santa Barbara CA 93110 Project No. 19016

MANDATORY JOB WALK: 08:00am Thursday July 23, 2020 only if you did not attend the first job walk.

BID DUE DATE: 3:00 P.M., Tuesday August 4, 2020

PROJECT LOCATIONs	CONSTRUCTION COST ESTIMATE
123 East Anapamu St, Santa Barbara, CA 93105	\$200,000
315 Camino Del Remedio, Santa Barbara, CA 93105	\$200,000
234 Camino Del Remedio, Santa Barbara, CA 93105	\$100,000
1100 West Laurel St, Lompoc, CA 93436	\$200,000
Total	\$700,000

MANDATORY JOB WALK: 08:00am Thursday July 23, 2020. Then County will be conducting a mandatory job walk for all contractors that did not attend/participate in the initial job walk conducted on May 5, 2020. Only those prime contractors attending this <u>or the prior job walk</u> shall be qualified to bid the work. The first location will be the parking lot at 105 East Anapamu St, Santa Barbara, CA 93105.

Due to the social distancing requirements outlined by the CA Department of Public Health and the Santa Barbara County Public Health Department Coronavirus, all attendees of the job walk will be required to wear face coverings and maintain at least a 10 foot of separation between all attendees.

PROJECT DESCRIPTION: Provide equipment and install electric vehicle charging stations at several parking lots. The County will be providing some of the equipment and the CONTRACTOR will provide the rest of the equipment. The equipment provided by the County is in the document call "County_Provided_Equipment.pdf."

<u>CONTRACTOR'S LICENSE</u>: The CONTRACTOR shall possess either:

CONTRACTORS LICENSES REQUIRED OPTION #1: C-IC LICENSE OPTION #2: A LICENSE W/ C-IC SUB OPTION #3: B LICENSE W/ C-IC SUB <u>**QUESTIONS</u>**: All questions should be summited by July 27th on the Public Purchasing website https://www.publicpurchase.com/gems/co.santa-barbara.ca/buyer/public/home</u>

<u>BID DOCUMENTS</u>: Please request plans, through the Public purchase website and summited through public purchase https://www.publicpurchase.com/gems/co.santa-barbara.ca/buyer/public/home

<u>BID SUBMITTAL INSTRUCTIONS</u>: Each bid shall be in accordance with the plans and specifications approved by the General Services Department. The bid shall be submitted to the Purchasing Div.'s "Public Purchase" site https://www.publicpurchase.com/gems/co.santa-barbara.ca/buyer/public/home or three (3) hard copies to the General Services Purchasing department, on or before https://www.gublicpurchase.com/gems/co.santa-barbara.ca/buyer/public/home or three (3) hard copies to the General Services Purchasing department, on or before https://www.gublicpurchase.com/gems/co.santa-barbara.ca/buyer/public/home or three (3) hard copies to the General Services Purchasing department, on or before https://www.gublicpurchase.com/gems/co.santa-barbara.ca/buyer/gublic/home or three (3) hard copies to the General Services Purchasing department, on or before <a href="https://www.gublicgumdata.com/gems/co.santa-barbara

SUBSTITUTION OF SECURITIES: Pursuant to Section 22300 of the Public Contract Code and the project specifications, the CONTRACTOR may substitute securities or request that the County make payment of retentions to an escrow agent for any money held by the COUNTY to ensure contract performance.

PREVAILING WAGES: The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to the provisions of Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the General Services Department.

<u>OUALIFYING CONTRACTOR OR SUBCONTRACTOR</u>: Pursuant to the provisions of Section 4104 of the California Public Contracting Code a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal or engage in the performance of any contract for public work, as defined in Section 4104, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5 California Labor Code.

WITHDRAWAL OF BIDS: The COUNTY reserves the right to reject any and or all bids or waive any informality in a bid. No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof.

<u>BID SELECTION</u>: The COUNTY reserves the right to select any one or any combination of bids, whichever is in the best interest of the COUNTY.

<u>CONSTRUCTION TIME</u>: The successful CONTRACTOR (after receiving the Notice to Proceed) shall have **100** calendar days to complete all work called for under the Contract Documents.

<u>LIQUIDATED DAMAGES</u>: The liquidated damages will be **\$1,000 Dollars** per day for project delays that are determined to be attributable to the CONTRACTOR.

BID FORM

1. Pursuant to and in compliance with your <u>Notice to Bidders</u> and the Contract Documents relating to the construction of:

County of Santa Barbara Electric Vehicle Charging Stations Calle Real/Downtown/Lompoc/ Santa Barbara CA 93110 Project No. 19016 Bid Date: 3:00 P.M., Tuesday August 4, 2020

Including Addendum No(s). ____, ___, ____, ____, ____, ____, ____, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum of:

2. <u>BASE BID</u>



(Place figures in appropriate boxes.)



(Place figures in appropriate boxes.)

- 3. It is understood that Owner reserves the right to reject the proposal and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.
- 4. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned and in the performance of the Work.
- 5. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within thirty (30) calendar days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to Owner in accordance with the proposal as accepted, and will also furnish and deliver to Owner any Payment Bond required under the provisions of California Civil Code Section 3247 through 3252 and Performance Bond as required under the provisions of the California Government Code and/or California Public Contract Code all within fourteen (14) calendar days after personal delivery or deposit in the mails, as the case may be, of the notifications of award. The work under the contract shall be commenced by the undersigned bidder on the date stated in COUNTY'S written <u>Notice to Proceed</u> and shall be completed within **100 calendar** days thereafter.
- 6. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.
- 7. The bid, contract or other submittal of the CONTRACTOR identified below in connection with the foregoing project is not made in the interest of or on behalf or any undisclosed person, partnership, company, association, organization, or corporation; and that the bid is genuine, and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to secure any advantage against the COUNTY of Santa Barbara of anyone interested in the proposed contract; or all statements contained in this proposal are true; and that the undersigned bidder has not directly or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, Bid Depository or to any member or agent thereof

to effectuate a collusive or sham bid. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

- 8. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy existing between any such unit prices and totals so given, the unit prices shall prevail.
- 9. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation of his or her employees. Each CONTRACTOR to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- 10. Protests of any bid(s) received must be in writing, must specify all grounds for the protest, and must be filed within ten working days after the opening of bids.

CONTRACTOR

PowerFlex Systems, Inc.

Company

392 1st Street
Street Address

Los Altos, CA 94022

City

BY: ζ Signature

PW-LR-1000386420 DIR Number IRS No.: 82-3070669

License Classification(s): C-10, B

Phone Number: _____253.720.3720

Cale Skagen, Project Manager Printed Name, Title

DESIGNATION OF SUBCONTRACTORS

The bidder agrees if this proposal is accepted, that he will contract with the County of Santa Barbara to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform said Contracts in the manner and time prescribed by said Contract.

County of Santa Barbara Electric Vehicle Charging Stations Calle Real/Downtown/Lompoc/ Santa Barbara CA 93110 Project No. 19016 Bid Date: 3:00 P.M., Tuesday August 4, 2020

In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, and any amendments, thereof, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract <u>in excess of one-half of one percent of the</u> undersigned's total aggregate bid shall be listed.

DIVISION OF WORK	SUBCONTRACTOR	LIC NO.	DIR number	LOCATION
Electrical Installation	Endelos Energy	767787	1000024840	Buellton, CA
Underground work	Ventura Directional Drilling	831782	1000004605	Santa Paula, CA
Pavement/Cement	General Pavement Mgmt.	715641	1000019226	Buellton, CA
Medium-Voltage Electrical	High Volt Electric	963370	1000003822	Chatsworth, CA
Examples:				
Cement Sub				
Trench Sub				
Rock Sub				
Boring Sub				
Trash Sub	Marborg			<u>Santa Barbara, C</u> A
COMPANY: <u>PowerFlex Sy</u>	vstems, Inc. BY:	<u>Bidder's Si</u>	- Stage	

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code <u>§ 7106</u> .	Cale William Skagen
	(Bidder's full name)
being first duly sworn, deposes and says that he or	she is Project Manager
	(Bidder's title)
of PowerFlex System	ns, Inc.

(Company's name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (Signature Block must be completed in ink& changes must be initialed.)		
Bidder's Signature:	Date: _7/30/2020	
Bidder's Name & Title (Print): Cale Skagen, Project Manager		
At CITY: Los Altos	STATE: California	

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project will be met.

7/30/2020

Dated

Signatule of Principal

George Lee, CEO Printed Name, Title of Principal

PowerFlex Systems, Inc. Company

392 1st Street

Address

Los Altos, CA 94022

City, State & Zip

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

Bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Specifications. Should he be awarded the contract for the work, Bidder further certifies that he can meet all the Contract Specification requirements for insurance including insurance coverage of his subcontractors.

REGARDING PUBLIC CONTRACT CODE SECTION 10232:

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

REGARDING PUBLIC CONTRACT CODE SECTION 10162:

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____

No X

(If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal)

7/30/2020 Dated

Signature of Principal

George Lee, CEO Printed Name, Title of Principal

PowerFlex Systems, Inc. Company

392 1st Street

Address

Los Altos, CA 94022 City, State & Zip

ANTI-FRAUD CERTIFICATION

County of Santa Barbara Electric Vehicle Charging Stations Calle Real/Downtown/Lompoc/ Santa Barbara, Ca. Project No. 19016

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has ____, has not _X_, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

7/30/2020

Dated

Signature of Principal

George Lee, CEO Printed Name, Title of Principal

PowerFlex Systems, Inc. Company

392 1st Street

Address

Los Altos, CA 94022 City, State & Zip Note: This bid bond remains valid as of the bid date and will remain valid for the period specified in the bid documents.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>PowerFlex Systems, Inc.</u> as Principal, and <u>Federal Insurance Company</u> as Surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. 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, published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of <u>Seven Thousand</u> <u>Two Hundred Fifty ------</u> DOLLARS (<u>\$ 7,250.00</u>). The condition of this

obligation is such that a bid to Owner for certain construction specifically described as follows:

County of Santa Barbara Electric Vehicle Charging Stations Calle Real/Downtown/Lompoc/ Santa Barbara, Ca. Project No. 19016

for which bids are due on 2:00 P.M., Thursday, June 11, 2020 has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any manner affects its obligations on this bond, and it does hereby waive notice of any change, extension, alteration, or addition.

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

PowerFlex Systems, Inc.
Name of Principal
Signature of Principal
Federal Insurance Company
Name of Surety
436 Walnut Street
Address
Philadelphia, PA 19106
City, State & Zip
Signature of Surety's Attorney-in-fact (Seal)

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

 Donna Kelley

 Name of Agent

 Chubb USA, Surety Group, 601 South Figueroa St., Fl 15

 Address

 Los Angeles, CA 90017

 City, State & Zip

(213) 612-5547 Telephone Number

866-635-5687 -- For Claims Purposes. FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

ACKNOWLEDGMENT		
A notary public or other officer completing this certificate verifies only the identity of the individ who signed the document to which this certifica attached, and not the truthfulness, accuracy, or validity of that document.	ate is	
State of California County ofOrange)		
On <u>410 2020</u> before me, <u>-</u>	Ashley Register, Notary Public (insert name and title of the officer)	
personally appeared <u>Stephanie Marie Sierota</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) 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.	(Seal)	

CHUBB'

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ashley Register, Stephanie M. Sierota and Jamie Campbell Younger of Newport Beach, California------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of October, 2018.

Dawn m. Chlores

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY County of Hunterdon

On this **25th** day of **October**, **2018**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



SS

KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2310885 Commission Expires July 16, 2019

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CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016: "RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company

- entered into in the ordinary course of business (each a "Written Commitment"): () Fach of the Chairman, the Bresident, and the Vice Bresidents of the Commence is berefit and the strength authorized to course to say Written Commitment for and on behalf of the Commence of the Commence is berefit.
 - (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
 - (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
 - (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorneyin-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
 - (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
 - (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.
- FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station. NJ. this 10th day of June, 2020.



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 email: surety@chubb.com