

Document 00 41 13 - Bid Form (General Contracting Project)

State of Ohio Standard Requirements for Public Facility Construction

Sealed bids will be received by the **Stark State College** at 6200 Frank Ave. NW, N. Canton, OH 44720 for:

Project
ATC Surface Lot Resurfacing

at

6200 Frank Ave. NW
N. Canton OH 44720

for the

Stark State College

The time for Substantial Completion of all Work is **62** consecutive days from the Notice to Proceed. **The goal is for work to start on May 25, 2023 and completely finish by July 25, 2023.**

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number

Date Received

1

3.27.23

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package 101 – GENERAL CONTRACT

ALLOWANCES (Include Allowance amounts in the Base Bid below. The Contractor's Fee and costs for unloading and handling on the Site, labor, installation costs, and other expenses contemplated for the Allowances are included in the Base Bid and not in the Allowance.)

Item	Description	Amount
Allowance A-1	Crack Repair	\$ <u>25,000</u>

UNIT PRICES (These are to be provided for the Owner's knowledge, if they happen to occur during the project. These unit prices shall only be incorporated into the project if the specific scope of work is needed and approved by the Owner.)

Item	Description	Unit Price	Unit of /Measure
Unit Price U-1	Unsuitable Soil	\$ <u>96.⁰⁰</u>	/ <u>CY</u>
Unit Price U-2	4' Wide Paving Over Crack	\$ <u>21.⁰⁰</u>	/ <u>LF</u>
Unit Price U-3	4' Wide Heavy Duty Paving	\$ <u>38.⁰⁰</u>	/ <u>LF</u>
Unit Price U-4	4' Wide Standard Duty Paving	\$ <u>31.⁰⁰</u>	/ <u>LF</u>

BASE BID (Including Allowance above):ALL LABOR AND MATERIALS, for the sum of \$ 314,502.⁰⁰Sum in words: Three hundred fourteen thousand five hundred
two dollars and zero /100 dollars.

Alternate 1A: Lot 1 – Add Fabric to Mill and Overlay (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 58,483.⁰⁰Sum in words: Fifty eight thousand four
hundred eighty three dollars and zero /100 dollars.

Alternate 1B: Lot 1 – Grade Swale at Edge of Existing Asphalt (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 19,632.⁰⁰Sum in words: Nineteen thousand six hundred
thirty two dollars and zero /100 dollars.

Alternate 1C: Lot 1 – Concrete Curb and Sidewalk Replacement (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 5,877.⁰⁰Sum in words: Five thousand eight hundred
seventy seven dollars and zero /100 dollars.

Alternate 1D: Lot 1 – Concrete Around Existing Catch Basins (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 16,388.⁰⁰Sum in words: Sixteen thousand three hundred
eighty eight dollars and zero /100 dollars.

Alternate 2A: Lot 2 – Seal all Cracks 1/8" in Width or Greater (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 5,787.⁰⁰Sum in words: Five thousand seven hundred
eighty seven dollars and zero /100 dollars.

Alternate 2B: Lot 2 – Restripe all Pavement Markings as Currently Striped (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 15,847.⁰⁰Sum in words: Fifteen thousand eight hundred
forty seven dollars and zero /100 dollars.

Alternate 3A: Lot 3 – Seal all Cracks 1/8" in Width or Greater (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 8,777.⁰⁰Sum in words: Eight thousand seven hundred
seventy seven dollars and zero /100 dollars.

Alternate 3B: Lot 3 – Restripe all Pavement Markings as Currently Striped (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 20,227.⁰⁰

Sum in words: Twenty thousand two hundred and 26 /100 dollars.
Twenty seven dollars

Alternate 4A: Lot 4 – Seal all Cracks 1/8" in Width or Greater (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 7,987.⁰⁰

Sum in words: Seven thousand nine hundred and 26 /100 dollars.
Eighty seven dollars

Alternate 4B: Lot 4 – Restripe all Pavement Markings as Currently Striped (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ 22,777.⁰⁰

Sum in words: Twenty two thousand seven hundred and 26 /100 dollars.
Seventy seven dollars

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BIDDER AFFIRMATION AND DISCLOSURE

Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, that it has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal business location of Contractor:

4270 Sterilite St. SE
(Contractor Address)

Massillon, Ohio 44646
(City, State, Zip)

Name / Principal location of business of Subcontractor(s), if known at time of Bid Opening:

N/A
(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor (Project Sites):

6200 Frank Ave NW
(Address)

North Canton, Ohio 44720
(City, State, Zip)

(Address)

(City, State, Zip)

Name(s) / Location(s) where services will be performed by Subcontractors (Project Sites):

N/A
(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

3. Location where State data will be located by Contractor:

4270 Sterility St. SE

(Address)

Massillon, Ohio 44646

(City, State, Zip)

Locations where State data will be located by Subcontractor(s), if known at time of Bid Opening:

N/A

(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

(Subcontractor Name)

(Address, City, State, Zip)

Bidder also affirms, understands and agrees that Bidder and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Bidder or its subcontractors before, during and after execution of any Contract with the State. Bidder agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Bidder to perform the services outside the United States.

On behalf of the Bidder, I acknowledge that I am duly authorized to execute this Bid Form including this Bidder Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Bidder may enter into with the State and is incorporated therein.

**COMMITMENT TO PARTICIPATE
IN THE
EDGE BUSINESS ASSISTANCE PROGRAM**

Bidder: Mark only one option.

Use “✓” or “X” to mark option included in Bid

If marking Option B, also show percentage of proposed participation.

___ **Option A**

Bidder commits to *meet or exceed* the advertised EDGE Participation Goal of **the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder's Bid) to the Contracting Authority, at the location required and within 3 business days after receiving notice from the Contracting Authority, its fully completed ***Bidder's Qualification Form***, including an ***EDGE Affidavit*** form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

✓ ___ **Option B (also indicate percentage -- see text)**

Bidder *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* 0 **percent of the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 business days after notice from the Contracting Authority, a detailed ***Demonstration of Good Faith*** form describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully completed ***Bidder's Qualification Form***, including an ***EDGE Affidavit*** form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option C**

Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100 percent of the Contract award amount.

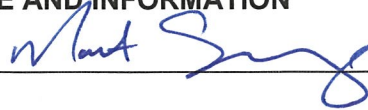
BIDDER'S CERTIFICATIONS

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: **(a)** the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; **(b)** unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; **(c)** no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
7. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
8. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in **Article 5** of the Instructions to Bidders.
9. The Bidder certifies that upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
10. The Bidder acknowledges that it read all of the **Instructions to Bidders**, and in particular, **Section 2.10 - Submittals With Bid Form**, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.

11. The Bidder agrees to furnish any information requested by the Contracting Authority or Architect/Engineer to evaluate the responsibility of the Bidder.
12. The Bidder agrees to furnish the submittals required by **Section 6.1** of the **Instructions to Bidders** for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
13. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and **sign the Bid Form**.
14. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and **sign the Bid Form**.
15. Bidder acknowledges that by signing the Bid Form on the following Bidder Signature and Information page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
16. All signatures must be original.

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BIDDER SIGNATURE AND INFORMATION**Bidder's Authorized Signature:** _____**Please print or type the following:**

Name of Bidder's Authorized Signatory

Matt Savage

Title:

President

Company Name:

Vasco Asphalt Company

Mailing Address:

4270 Sterilite St. SE

Massillon, Ohio 44646

Telephone Number:

330.832.5151

Facsimile Number:

330.832.4475

Email Address:

msavage@vascoasphalt.com

State of Incorporation:

Ohio

Federal Tax ID Number:

44646

Date enrolled in an OBWC-approved DFSP (month/date/year): 3 / 15 / 2004

Contact person for Contract processing:

Matt Savage

President's or Chief Executive Officer's Name / Title:

Matt Savage, President

JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION**Joint Venture Bidder's Authorized Signature:** _____**Please print or type the following:**

Name of Joint Venture Bidder's Authorized Signatory

Title:

Company Name:

Mailing Address:

Telephone Number:

Facsimile Number:

Email Address:

State of Incorporation:

Federal Tax ID Number:

Date enrolled in an OBWC-approved DFSP (month/date/year): ____ / ____ / ____

Contact person for Contract processing:

President's or Chief Executive Officer's Name / Title:

END OF DOCUMENT

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Document 00 43 13 - Bid Security Form
State of Ohio Standard Requirements for Public Facility Construction

(Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
Vasco Asphalt Company, as Principal,
and Pacific Indemnity Company as Sureties,
are hereby held and firmly bound unto Stark State College
as Oblige(s), in the penal sum of the dollar amount of the Bid submitted by the Principal
to the Oblige on April 6, 2023 (date) to undertake the Project known as:

Project Number: _____

Project Name: ATC Surface Lot Resurfacing: SSC-23-003

Contract Description: General Contractor
(e.g., General Contractor/Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Oblige, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for the above referenced Project;

NOW, THEREFORE, if the Oblige accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Oblige the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Oblige may in good faith contract with the Bidder determined by the Oblige to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Oblige does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Oblige the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Oblige against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this 6th day of April, 2023

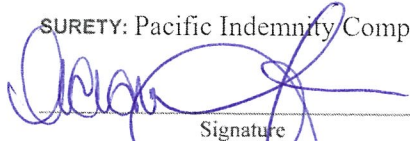
PRINCIPAL: Vasco Asphalt Company


Signature

By: Matt Savage
Name

President
Title

SURETY: Pacific Indemnity Company


Signature

By: Brianna Fickeisen
Attorney-in-Fact

SURETY INFORMATION:

Pacific Indemnity Company
Name
15 Mountain View Road
Address 1
Warren, NJ 07059
Address 2
City State Zip
513-651-6020
Telephone
Surety@chubb.com
Email

SURETY AGENT'S INFORMATION:

Schauer Group, Inc.
Name
200 Market Ave N., Ste. 100
Address 1
Canton, OH 44702
Address 2
City State Zip
330-453-7721
Telephone
Brianna.Fickeisen@schauergroup.com
Email

END OF DOCUMENT

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Alex Schauer, Bryan Schauer and Jennifer Schlichting of Broadview Heights, Ohio; Todd Adams, Miranda Bennett, Dan Boyer, Brianna Fickeisen, Deanna Kidwell, Joseph Schauer, Taylor Schauer and Abigail Thouvenin of Canton, Ohio -----

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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of February, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 22nd day of February, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know 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 their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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"):

- (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 attorney-in-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, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE 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 6th day of April, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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 e-mail: surety@chubb.com

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/08/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

PACIFIC INDEMNITY COMPANY

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Fire
Glass
Group Accident & Health
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Ocean Marine

Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

PACIFIC INDEMNITY COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$13,705,577,882, liabilities in the amount of \$10,002,909,483, and surplus of at least \$3,702,668,399.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



PACIFIC INDEMNITY COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2021

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 205,836	Outstanding Losses and Loss Expenses	\$ 6,961,106
United States Government, State and Municipal Bonds	3,984,043	Reinsurance Payable on Losses and Expenses	634,800
Other Bonds	6,723,372	Unearned Premiums	1,920,569
Stocks	404	Ceded Reinsurance Premiums Payable	288,734
Other Invested Assets	228,945	Other Liabilities	197,701
TOTAL INVESTMENTS	11,142,600	TOTAL LIABILITIES	10,002,910
Investments in Affiliates	-	Capital Stock	5,535
Premiums Receivable	1,376,991	Paid-In Surplus	520,019
Other Assets	1,185,987	Unassigned Funds	3,177,114
TOTAL ADMITTED ASSETS	\$ 13,705,578	SURPLUS TO POLICYHOLDERS	3,702,666
		TOTAL LIABILITIES AND SURPLUS	\$ 13,705,578


Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2021, investments with a carrying value of \$400,453,420 were deposited with government authorities as required by law.

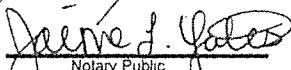
STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Pacific Indemnity Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2021.

Sworn before me this March 16, 2022


Senior Vice President


Notary Public

September 19, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2023
Commission number 1357070
Member, Pennsylvania Association of Notaries