

BID FORM AND PROPOSAL
BID PACKAGE: #FES-02R – GENERAL TRADE

To: Governing Board of the Bakersfield City School District ("District" or "Owner")

From: James E. Thompson, Inc., dba JTS Construction
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<p><i>one million, three hundred ninety two thousand, five hundred</i> dollars</p> <p>BASE BID</p> <p><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i></p>	<p>\$ <u>1,392,500</u></p>
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Additive Alternates:

Additive Alternate #01 – Doors, Windows, and Frames

<p><i>one million, three hundred thirty seven thousand, five hundred</i> dollars</p> <p><u>Additive/Deductive</u></p> <p>This Bid Package to include Additive Alternate #01 to add in their scope the New Doors, Door Frames, Windows, and Window Frames in its entirety as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.</p>	<p>\$ <u>1,337,500</u></p>
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Additive Alternate #02 – Door Hardware

<p><i>Eighty five thousand dollars</i></p> <p><u>Additive/Deductive</u></p> <p>This Bid Package to include Additive Alternate #02 to add in their scope the Demolition and New Door Hardware in its entirety as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.</p>	<p>dollars \$ <u>85,000</u></p>
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Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

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Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
N/A	N/A	N/A	N/A	\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Allowance #01 – Unforeseen Conditions (Ref. Div 01s)	\$25,000.00
Total Allowance Value	\$25,000.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>1/30/24</u>	No. <u>2</u> , Dated <u>2/1/24</u>
No. <u>3</u> , Dated <u>2/23/24</u>	No. <u>4</u> , Dated <u>2/26/24</u>
No. <u>5</u> , Dated <u>2/27/24</u>	No. <u>6</u> , Dated <u>3/12/24</u>
No. <u>7</u> , Dated <u>3/28/24</u>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a B license.
11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

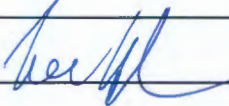
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 4/4/24 day of April 20 24

Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Type of Organization: CA Corporation

Signature: 

Print Name: Lee Hawkins

Title: President

Address of Bidder: PO Box 41765, Bakersfield, CA 93384

Taxpayer Identification No. of Bidder: 77-0388937

Telephone Number: 661-835-9270

Fax Number: 661-617-6237

E-mail: leeh@jtsconstruction.com Web Page: jtsconstruction.com

Contractor's License No(s): No.: 701750 Class: B,A,C8,C10 Expiration Date: 1/31/25

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000002468

END OF DOCUMENT

04-SUBSTITUTION LISTING

****TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID****

TO: BAKERSFIELD CITY SCHOOL DISTRICT ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:
Project Title/Bid #: CAMPUS HVAC SYSTEM UPGRADE

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]:

- no substitutions.
 the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction


3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM**

BIDDER: JTS Construction

By: _____



Print Name: Lee Hawkins

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: Fremont ES Campus HVAC System Upgrade

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: American West

CA Cont. Lic. #: 734133 Location: BAK. CA

DIR Registration #: 1000054963

Portion of Work: Grading

Subcontractor Name: Kern Asphalt Paving & Sealing

CA Cont. Lic. #: 812686 Location: BAK.

DIR Registration #: 100004530

Portion of Work: Asphalt

Subcontractor Name: Yukon Fence

CA Cont. Lic. #: 769187 Location: BAK. CA

DIR Registration #: 1000010546

Portion of Work: C/L Fence

Subcontractor Name: 3 G Bebar Inc

CA Cont. Lic. #: 904789 Location: Bakersfield CA

DIR Registration #: 1000007354

Portion of Work: Bebar

Subcontractor Name: Alley's Welding

CA Cont. Lic. #: 756723 Location: Bakersfield CA

DIR Registration #: 1000006012

Portion of Work: Steel

Subcontractor Name: Universal Coatings, Inc

CA Cont. Lic. #: 717507 Location: Fresno CA

DIR Registration #: 1000001517

Portion of Work: Roofing

Subcontractor Name: Sang Finish Carpentry

CA Cont. Lic. #: 874974 Location: Bakersfield CA

DIR Registration #: 1000028866

Portion of Work: Door Labor

Subcontractor Name: Action Glass

CA Cont. Lic. #: 874974 Location: Bakersfield CA

DIR Registration #: 1000007175

Portion of Work: Windows

Date: 4/4/24

Proper Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT

Subcontractor Name: Plaster Work Inc

CA Cont. Lic. #: 952104 Location: Bak. Ca

DIR Registration #: 1000003480

Portion of Work: Stucco - AH bid

Subcontractor Name: Wm. B. Saleh Co.

CA Cont. Lic. #: 268108 Location: Bak. CA

DIR Registration #: 1000001869

Portion of Work: Painting - AH Bid

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: ~~marker boards~~ (LH)

Subcontractor Name: V T I Enterprise

CA Cont. Lic. #: 830286 Location: Arboretum

DIR Registration #: 1000005750

Portion of Work: Toilet Accessories / Partitions

Subcontractor Name: Bridiron Services Inc

CA Cont. Lic. #: 1035685 Location: Bak. CA

DIR Registration #: 1000055894

Portion of Work: Final Cleaning

Date: 4/4/24

Proper Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Signature: _____

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of JTS Construction, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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 any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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.

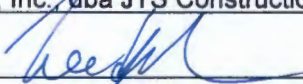
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/4/24,
[Date]

at Bakersfield, CA.
[City] [State]

Date: _____

Proper Name of Bidder: James E. Thompson, Inc. dba JTS Construction

Signature: _____


Print Name: Lee Hawkins

Title: President

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: Fremont ES HVAC Update between the Bakersfield City School District ("District") and James E. Thompson, Inc., dba JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete **OPTION 1**, check the corresponding box **and** complete the certification below. To complete **OPTION 2**, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed) James E. Thompson, Inc., dba JTS Construction	Federal ID Number (or n/a) 77-0388937
By (Authorized Signature) 	
Printed Name and Title of Person Signing Lee Hawkins, President	Date Executed 4/4/24

END OF DOCUMENT

06-BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: CAMPUS HVAC SYSTEM UPGRADE
OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

KNOW ALL MEN BY THESE PRESENTS, that we, James E. Thompson, Inc. dba JTS Construction Travelers Casualty and Surety Company of America as Principal, and as Surety, are held and firmly bound unto the * (referred to as Owner) in the sum of percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

* Bakersfield City School District

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated April 4, 2024 , for: ~~Σ~~Fremont ES BP FES 02R- General Trade

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 3rd day of April, 2024, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

James E. Thompson, inc. dba JTS Construction
PRINCIPAL

By:  _____

Title: President

DATED: April 3, 2024

Travelers Casualty and Surety Company of America
SURETY

By:  _____
Tammy Bates

Title: Attorney-In-Fact

Note: Signatures of those executing for the Surety must be properly acknowledged.

ACKNOWLEDGMENT

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.

State of California
County of Kern)

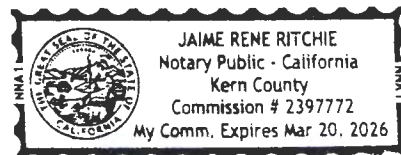
On April 3, 2024 before me, Jaime Rene Ritchie, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jaime Rene Ritchie (Seal)







**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

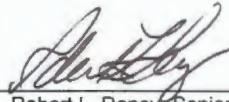
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tammy Bates** of **BAKERSFIELD**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **April**, 2024




Kevin E. Hughes, Assistant Secretary

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

