



City of Sweet Home
Police Department
Jason Ogden, Chief of Police
3225 Main Street, Sweet Home, OR 97386

PROPOSAL DOCUMENT REPORT

Const No. 2023-Const-008

Roofing for Police Department

RESPONSE DEADLINE: April 28, 2023 at 2:00 pm

Report Generated: Tuesday, May 2, 2023

ABC Roofing, a Tecta America Company, LLC Proposal

CONTACT INFORMATION

Company:

ABC Roofing, a Tecta America Company, LLC

Email:

tbolt@tectaamerica.com

Contact:

Tom Bolt

Address:

11305 NE Marx St.
Portland, OR 97220

Phone:

(503) 786-0616

Website:

<https://www.tectaamerica.com>

Submission Date:

Apr 28, 2023 1:03 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 26, 2023 3:43 PM by Laura Larimer

Addendum #2

Confirmed Apr 26, 2023 3:43 PM by Laura Larimer

QUESTIONNAIRE

1. Subcontractor Disclosure Form

Pass

within two (2) hours of Bid Opening.

1st_Tier_Sub_Form_-_Sweet_Home.pdfReroof_Terms_&_Conditions_1.pdfSweet_Home_Proposal.pdf

2. Bid Bond*

Pass

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

Bid_Bond_for_Sweet_Home_PD.pdf

3. Insurance and Bonding

Pass

If selected, bidder will furnish insurance certificates, Performance Bond, and Payment Bond following Notice of Award.

Confirmed

4. OFFER*

Pass

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid?

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City?

Yes

5. Collusion and Discrimination*

Pass

The Bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The Bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Confirmed

6. Tax*

Pass

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Confirmed

7. Resident Bidder *

Pass

Is the Bidder a resident as defined in ORS 279A.120*?

*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor . Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

Yes

8. I certify that I have read, understood and agree to the requirements in the solicitation, and that I am authorized to submit this Bid on behalf of my company.*

Pass

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump sum bid price; all-inclusive of labor, materials, surface prep, disposal, safety measures, etc to complete the work	1	LS	\$146,770.00	\$146,770.00
TOTAL					\$146,770.00

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: _____

Bid Closing Date & Time: _____, 2:00 PM.

Bid Open Time: _____, 2:00 PM.

Disclosure Due Date & Time: _____, 4:00 PM.

Bid total greater than \$100,000? _____ (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor's Name	Category of Work	Dollar Value of Subcontract

Use additional sheets of this page if necessary.

Submitted by: _____ (Bidder & Contact Name)

_____ (Phone #).



A  TECTA AMERICA COMPANY, LLC
 11305 NE Marx Street, Portland, OR 97220
 Phone: 503-786-0616 | Fax: 503-786-0642

Proposal

Customer PO	Bid Number	Rep	Date

Bid Submitted To:	Project Address:

Attn:	Email:	Phone:
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Description

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Upon Acceptance: Please sign attached SOW and list approved contract amount on Line 2. Contract Sum.



PROPOSAL TERMS AND CONDITIONS

Proposal/Contract

STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW") is made and entered into as of _____, 20____ by and between Owner/Customer, _____ located at _____ ("Owner" or "Customer") and ABC Roofing, a Tecta America Company, LLC, located at 11305 NE Marx St., Portland, OR 97220 ("Contractor" or "Tecta").

Customer and Contractor are parties to this Proposal/Contract Agreement, dated _____, 20____ (the "Agreement"). This SOW is a statement of work to the Agreement and is subject to the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this SOW shall have the meanings given in the Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and this SOW or other documents incorporated by reference herein, the terms and conditions of the Agreement shall prevail unless this SOW specifically states the term or condition of this SOW will prevail. The parties shall disregard any terms and conditions (including any preprinted terms and conditions) on or contained in any of Contractor's documents that are used as part of this SOW.

- 1. Scope of Work. The Work to be performed by Contractor under the Agreement is either described in Contractor's proposal dated _____, 20____, or attached hereto as Exhibit A.
2. Contract Sum. The Contract Sum for the Work shall be \$_____ (Due to the volatility in the costs of roofing material and delivery, this price is only good for 15 days)
3. Payment Terms. The payment terms shall be: _____.
4. [Include if applicable] Warranty. In addition to the warranties set forth in the Agreement, Contractor will provide a Contractor's Warranty (attached when requested) for a period not to exceed _____ years after the date of final acceptance of the Work by Owner set forth therein.
5. [Include if applicable] Special Work Conditions.
6. [Include if applicable] Criteria, Drawings, Specifications or Other Documents.
7. This proposal/Contract may be withdrawn by the Contractor prior to acceptance and shall automatically expire 30 days after the date of submission.

IN WITNESS WHEREOF, the parties have caused this SOW to be duly executed and delivered as of the day and year first above written.

OWNER
[OWNER'S COMPANY NAME]

CONTRACTOR
ABC Roofing, a Tecta America Company, LLC

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



PROPOSAL TERMS AND CONDITIONS

1. **Nature of Work.** ABC Roofing, a Tecta America Company, LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tecta, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta from what is specified. Tecta is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Tecta's roofing work is installed.

2. **Drainage.** Tecta shall not be liable for any claims or damages arising from or related to deficiencies in roof drainage. It is the Customer's responsibility prior to commencement of re-roofing to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with applicable plumbing codes, including potential need for additional drains, scuppers, or overflow drains. Tecta's work does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage. Tecta is not responsible for ponding.

3. **Deck.** Customer warrants that structures on which Tecta is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Tecta's commencement of roof installation indicates only that Tecta has visually inspected the surface of the roof deck for visible defects. Tecta is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. Tecta is not responsible to test or assess moisture content of the deck or substrate.

4. **Asbestos and Toxic Materials.** This proposal is based on Tecta's not coming into contact with asbestos-containing or toxic materials ("ACM"). Tecta is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Tecta shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

5. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tecta by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by Illinois law. Tecta shall be entitled to recover from Customer all costs of collection incurred by Tecta, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tecta's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

6. **Right to Stop Work.** The failure of Customer to make proper payment to Tecta when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tecta, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tecta shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tecta shall be increased by the amount of Tecta's reasonable costs of shut-down, delay and start-up.

A. If Tecta is delayed in the commencement or prosecution of the work for reasons beyond the Contractor's control, Tecta shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond Tecta's control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.

7. **Insurance.** Tecta shall carry worker's compensation, automobile and commercial general liability insurance. Tecta will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by Tecta, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability, property or builder's risk insurance.

8. **Additional Insured.** If Customer requires and Tecta agrees to make Customer or others additional insureds on Tecta's liability insurance policy, Customer and Tecta agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta and is not intended to make Tecta's insurer liable for claims that are due to the fault of the additional insured.

9. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.

10. **Fireproofing.** Tecta is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.

11. **Deck Repairs and Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation shall be an extra or billed at unit prices unless otherwise stated on the face of this proposal. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.

12. **Damages and Delays.** Tecta will not be responsible for damage done to Tecta's work by others, including damage to temporary tie-ins. Any repairing of the same by Tecta will be charged as an extra. Tecta shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tecta. Tecta shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, epidemics, government shutdowns, change in law, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage or inability to obtain materials, equipment or labor. In the event of these occurrences, Tecta's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

13. **Roof Projections.** Tecta will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Tecta. Penetrations not shown on the plans provided to Tecta prior to submittal of this proposal or required after installation of roofing

shall be considered an order for extra work, and Tecta shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

14. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Tecta is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Tecta's bid is based solely on manufacturer's printed test results. Tecta itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

15. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

16. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

17. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta. If there is a substantial increase in these roofing products or any specified indirect costs, such as fuel and byproduct of fuel, between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to Tecta, upon submittal of written documentation and advance notice.

18. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act or omission which is the basis of the backcharge.

19. **Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Tecta will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tecta employees. Owner will indemnify Tecta from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tecta personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tecta is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while Tecta is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tecta and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tecta is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tecta harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

20. **Conduit and Materials Attached to Deck.** Tecta's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which Tecta will be installing the new roof. Tecta is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

21. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Tecta to and from the job as a result of the job not being ready for the Work after Tecta has been notified to proceed will be charged as an extra.

22. **Warranty.** New roofing and re-roofing work will be warranted by Tecta in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tecta's standard warranty is attached or, if not, will be furnished upon request. Tecta SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

23. **Existing Conditions.** Tecta is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Tecta.

24. **Mold.** Tecta and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tecta if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold.

25. **Material References.** Tecta is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

26. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Tecta. The type of metal roofing panels specified can affect the degree of oil-canning. Tecta is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

27. **Dispute Resolution.** If a dispute shall arise between Tecta and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Tecta and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta alleging any breach of this contract or negligence by Tecta must be initiated no later than two (2) years after Tecta performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Tecta.



Date: April 27, 2023

REGARDING PROJECT: Sweet Home Police

Proposed Scope of Work: TPO Membrane Roofing

Includes

- Remove and dispose of existing roofing. Excludes asbestos containing roofing.
- Mechanically fastened .060 TPO over ¼" dens deck.
- Adhere membrane up and over parapet walls and at all vertical curbs.
- New walk pads at mechanical units
- New pre-finished metal wall cap and curb counter flashings.
- Permits as needed.
- 2-year workmanship warranty
- Manufactures 20-year No Dollar Limit material and labor warranty

Price material and labor \$146,770.00

Thank you,
Tom Bolt

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

ABC Roofing, a Tecta America Company, LLC
11305 NE Marx St.
Portland, OR 97220

OWNER:

(Name, legal status and address)

City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
One State Street Plaza, Floor 31
New York, NY 10004
Mailing Address for Notices
One State Street Plaza, Floor 31
New York, NY 10004

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

2023-Const-008, Roofing for Police Department

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

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

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

Signed and sealed this 24th day of April, 2023.

ABC Roofing, a Tecta America Company, LLC
(Principal) (Seal)

By: [Signature]
(Title) President

Atlantic Specialty Insurance Company
(Surety) (Seal)

By: [Signature]
(Title) Susan Lupski, Attorney-in-Fact

[Signature]
(Witness)

[Signature]
(Witness)





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Gerard S. Macholz, Thomas Bean, Susan Lupski, Robert T. Pearson, Camille M. Maitland, George O. Brewster, Vincent A. Walsh, Colette R. Chisholm, Peter F. Jones, Lee Ferrucci, Dana Granice, Michelle Wannamaker, Katherine Acosta, Desiree Cardlin, Ian Williams**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

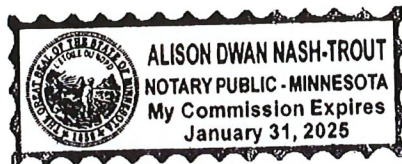
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.




By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of April, 2023.



This Power of Attorney expires
January 31, 2025


Kara Barrow, Secretary

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this April 24, 2023 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Atlantic Specialty Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Atlantic Specialty Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

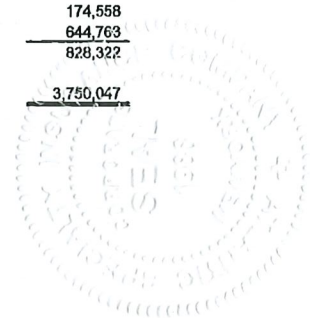
LILIANA MAITLAND
Notary Public-State of New York
No. 01MA6434245
Qualified in Nassau County
Commission Expires 06/06/2026



Atlantic Specialty Insurance Company
Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks	-	Loss Adjustment Expense Reserves	347,884
Common Stocks	752,567	Total Loss & LAE Reserves	<u>1,441,852</u>
Mortgage Loans	-	Unearned Premium Reserve	735,813
Real Estate	-	Total Reinsurance Liabilities	42,785
Contract Loans	-	Commissions, Other Expenses, and Taxes due	88,767
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	306,488	Payable to Parent, Subs or Affiliates	-
Other Investments	20,805	All Other Liabilities	<u>632,508</u>
Total Cash & Investments	<u>3,296,071</u>	Total Liabilities	<u>2,921,725</u>
Premiums and Considerations Due	332,718	Capital and Surplus	
Reinsurance Recoverable	39,231	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	2,250	Preferred Capital Stock	-
All Other Admitted Assets	79,777	Surplus Notes	-
Total Admitted Assets	<u>3,750,047</u>	Unassigned Surplus	174,558
		Other Including Gross Contributed	<u>644,763</u>
		Capital & Surplus	<u>828,322</u>
		Total Liabilities and C&S	<u>3,750,047</u>



State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.

Kara L.B. Barrow
Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.

Kerri Riechers
Notary Public

