

The City of Seattle  
Department of Finance and Administrative Services

# BID FORM



## Volunteer Park Amphitheater Replacement - REBID

Administering Department:  
Seattle Parks and Recreation  
Planning and Development Division

PW # 2020-035  
Contract # 2048  
Ordinance # 125475

Prepared by:  
ORA  
1221 E Pike Street, Suite 300  
Seattle, WA 98122

BIDDER NAME: Kassel & Associates, Inc.

**1.01 - BID**

**TO THE DIRECTOR OF PURCHASING AND CONTRACTING FOR THE CITY OF SEATTLE:**

- A. The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for: **Volunteer Park Amphitheater Replacement** as authorized under Ordinance No. **125475**;
- B. The Bidder has examined the site where the Work is to be performed and the conditions affecting the Work;
- C. The Bidder has attached a Bid Guaranty in the amount of five percent (5%) of the Total Bid that could be awarded including additives and retail sales tax if applicable in the form of cashier's check, certified check, or bid bond;
- D. The Bidder hereby proposes to furnish all material and labor and to perform all work which may be required, and to complete the work within the time fixed and upon the terms and conditions provided in the Bid Documents for the following total bid:

	Description	Price
A.	Base Bid Excluding Trench Safety System (without tax)	2,037,000.00
B.	Trench Safety System per RCW 39.04.180 (lump sum without tax). Bidder must include dollar amount, even if it is \$0.00.	1,000.00
C.	<b>BASE BID (without tax):</b> (A + B)	2,038,000.00
D.	Additive #1 (without tax)	24,000.00
E.	Additive #2 (without tax)	21,000.00
F.	<b>SUBTOTAL (without tax):</b> (C + D + E)	2,083,000.00
G.	10.1% Sales Tax	210,383.00
H.	<b>TOTAL BID (WITH TAX):</b> (F + G)	2,293,383.00

BIDDER: Kassel & Associates, Inc.  
 (Business Name)

## **1.02 DECLARATION**

**I DECLARE, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON, AS FOLLOWS:**

- A. **BID:** I agree to perform the Work in compliance with the Bid Documents, for the prices stated in Section 00 41 00, Paragraph 1.01 of the Bid Form.
- B. **NON-DISCRIMINATION:** I agree to ensure equal opportunity for employment and to engage in Affirmative Efforts in the solicitation of women and minorities and WMBE firms for participation on this Contract in accordance with SMC Ch. 20.42 and RCW 35.22.650.
- C. **NON-COLLUSION:** I have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of a Bid to the Owner for consideration in the award of a contract on the improvement described in the Bid Documents.
- D. My bid takes into account the requirements imposed by Section 00 73 16, Article 1.09, which waives, with respect to the Owner only, the Contractor's immunity under RCW Title 51, (Industrial Insurance) of the Revised Code of Washington.
- E. I agree to comply with the requirements regarding subcontracting, and the purchase of supplies or materials from firms that are not debarred or otherwise disqualified from doing business with the City under the provisions of SMC Ch. 20.42 or SMC Ch. 20.70.
- F. **Responsible Bidder Requirements:** My bid acknowledges that I am in compliance with all of the responsible bidder requirements under RCW 39.04.350, including: having a certificate of registration under RCW 18.27 prior to bidding; a UBI number; industrial insurance coverage if required under Title 51 RCW; an employment security number under Title 50; and a state excise tax registration number under Title 82 and have received training on requirements related to public works and prevailing wage by Labor and Industries or approved training provider under RCW 39.04.350, and chapter 39.12 or are exempted by Labor and Industries. <https://secure.lni.wa.gov/verify>. I affirm I am not disqualified from bidding on any public works contract under RCW 39.06 or RCW 39.12.065(3) or on the System for Award Management, (sam.gov). I will provide proof of these requirements if requested.

**GENERAL BUSINESS INFORMATION**

<b>Business Name:</b>	Kassel & Associates, Inc.		
<b>Business Street Address:</b>	7126 180th Avenue NE #C103. Redmond, WA 98052		
<b>Business Mailing Address:</b>	Same		
<b>Business Phone, general:</b>	(425) 828-0236	<b>Business Fax:</b>	(425) 828-0381

*If the above address is not in the State of Washington please fill in the following:*

<b>Washington State Office Address:</b>	
<b>State in which the Company is formed:</b>	
<i>Please complete the following:</i>	
<b>State of WA UBI No.:</b>	602-944-979
<b>State of WA Contractor Registration No.:</b>	KASSEAI914OM
<b>Employment Security Department No.</b>	59469-00-2
<b>City of Seattle Business License No.:</b>	737999

**CONTACT INFORMATION**

<b>Primary Contact for Award (Name and Title):</b>	Matt Vernon, President		
<b>Primary Contact Phone:</b>	(425) 828-0236	<b>Email:</b>	mvernon@kasselandassociates.com
<b>Administration Contact (Name and Title):</b>	Matt Vernon, President		
<b>Administration Contact Phone:</b>	(425) 828-0236	<b>Email:</b>	mvernon@kasselandassociates.com
<b>Social Equity Contact (Name and Title):</b>	Matt Vernon, President		
<b>Social Equity Phone:</b>	(425) 828-0236	<b>Email:</b>	mvernon@kasselandassociates.com

**INSURANCE INFORMATION**

<b>Name of Insurance Company:</b>	HUB International		
<b>Name of Insurance Contact:</b>	Steve Scott		
<b>Insurance Contact Phone:</b>	(425) 489-4500	<b>Email:</b>	steve.scott@hubinternational.com

Receipt is hereby acknowledged of Addenda No(s):

  01     02   \_\_\_\_\_

**OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:**

<b>I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:</b>	
<b>Location or Place Executed (City, State):</b>  Redmond, WA	<b>Print Name and Title:</b>  Matt Vernon, President
<b>Date:</b>  11/04/2020	<b>Signature:</b>

**End of Section 00 41 00**



**Inclusion Plan  
Construction – Public Works**

***Bidders must complete and submit this form with their bid. Carefully read all instructions.***

For questions or assistance contact:

- Miguel Beltran, City Contract Compliance Manager, 206-684-4525 ([Miguel.Beltran@seattle.gov](mailto:Miguel.Beltran@seattle.gov))
- Carmen Kucinski, 206-684-0188 ([carmen.kucinski@seattle.gov](mailto:carmen.kucinski@seattle.gov))

Bidder Company Name	Kassel & Associates, Inc.
Public Works Number	PW# 2020-035
Project Title	Volunteer Park Amphitheater Replacement - REBID
Name of person authorized to speak on behalf of the company regarding this Plan	Matt Vernon
Email	mvernon@kasselandassociates.com
Phone	(425) 828-0236

**Aspirational WMBE GOALS.** Total available score: 6 points.

Identify the Aspirational WMBE Goals Bidder believes can reasonably be achieved through good faith efforts during this project. It is not mandatory that these goals be achieved; they are not contractually or legally binding. Goals must be developed in good faith and represented as attainable by reasonable efforts.

Estimated percentage of the base bid to Minority Owned contractors and suppliers	23 %
Estimated percentage of the base bid to Woman Owned contractors and suppliers	4 %
Total estimated percentage of the base bid to all WMBE contractors and suppliers	27 %

**BUSINESS SUPPORT STRATEGIES.** Total available score: 4 points

Each of the two options below is worth 2 points. Bidder may select one, both, or neither. Once selected, it applies to:

1. Registered as a Women or Minority Owned Business in the City Online Business Directory, and/or
2. Small Business Concern as certified by King County, and/or
3. Disadvantaged Business Enterprise of any definition certified by the State of Washington, and/or
4. Women or Minority Owned Business Enterprise as certified by the State of Washington; and/or
5. Small Business Concern certified by the State of Washington.

<b>Business Support Strategy</b>	<b>Accept (Y / N)</b>
Early Retainage Release. The prime (and any sub-tier primes) will release retainage held for the subcontractor, within thirty (30) days of acceptance of the work performed by the qualified subcontractor.	Y
Advance Mobilization Pay: The Prime (and any sub-tier primes) shall advance 10% of the specified and agreed-upon mobilization costs that were identified by line item within the WMBE firms bid, to each qualified firm at least 5 days in advance of the mobilization event.	Y

**WMBE GUARANTEES.** Total available score: 6 points.

A Bidder may offer to guarantee work to WMBE firms for the project, by identifying the WMBE and minimum dollar value of such work in the table below. You may add additional rows.

<b>WMBE Business Name</b>	<b>Minimum Guaranteed Dollar Amount</b>
Superior Earthworks, LLC	\$ 366,406.00
Ashford Electric & Construction, Company	\$ 50,795.00
La Nacacional Construction, LLC	\$ 191,000.00
Vet First Mechanical	\$ 106,491.00
	\$
	\$
<b>TOTAL</b>	<b>\$ 714,692.00</b>



**City of Seattle: Public Works  
Women and Minority Business  
Inclusion Plan Instructions**

*Carefully review all instructions. All Bidders must complete this form. The City public works inclusion plan requires the Bidder identify the good faith efforts the Bidder will use to include woman-owned and minority-owned business (WMBE) firms on the City project. There are 3 options for evidencing good faith efforts. Each option is worth points which can vary depending on information supplied by the Bidder. There are a maximum of 16 points available. The Bidder must earn at least 10 points. Bidders that earn less than 10 points will be found non-responsive and the Bid will be rejected. This Inclusion Plan becomes a material part of the Bidder's contract if the project is awarded to Bidder.*

*WMBE firms are state certified or self-identified firms that are at least 51% WMBE owned (per SMC 20.42). A WMBE need not be self-identified within the City Online Directory at bid time, but in such case must self-identify and register by time of award. These resources may assist bidders:*

City On-Line Directory: <http://web6.seattle.gov/fas/registration/>  
OMWBE Directory: <https://omwbe.diversitycompliance.com/>

**1. INSTRUCTIONS**

- a. All Bidders (including WMBE Primes) must complete and submit this form as part of the Bid for City design-bid-build public works project having an Engineer's Estimate of \$300,000 or greater, unless the City expressly instructs otherwise in the bid package.
- b. There are three commitments Bidders can use to establish an Inclusion Plan – Aspirational WMBE Goals, Business Support Strategies, and WMBE Guarantees:
  1. Aspirational WMBE Goals are goals Bidder believes can be achieved by good faith efforts. This option is worth a maximum of 6 points;
  2. Business Support Strategies are those the Bidder commits to employ for qualified firms. This option is worth a maximum of 4 points;
  3. WMBE Guarantees identify WMBE firms the Bidder guarantees to contract with for this project, with agreement reached about the work and pricing for the WMBE scope, including any terms and conditions important to the WMBE for their performance. This option is worth a maximum of 6 points.
- c. Work performed by a WMBE must be commercially useful and a distinct element of work that includes managing and supervising the work. The Contractor should evaluate the amount of work subcontracted, industry practices, and other relevant factors to determine whether the work is commercially useful.
- d. A Bidder scored less than 10 points will be deemed non-responsive. See Scoring section below.
- e. All dollars cited shall exclude sales tax (including references to the Total Bid Cost and estimates made by Prime when completing this form).

**2. SCORING INSTRUCTIONS**

- a. The average percentage of WMBE utilization on past City projects has been calculated by PC and is provided in the table below. This average is used to score the points that will be awarded for the aspirational goals and guarantees. These percentages are updated annually. Note that these averages include total WMBE utilization, not subcontracting alone, since aspirational goals may include prime self-performance.

- b. In addition to the Past Performance, scoring also recognizes an intent to exceed past performance by at least 2 percentage points above past performance.
- c. If the project is characterized by work of various types, PC may calculate a unique utilization rate for the project given the weight of each. PC determination is not subject to challenge.
- d. The project type and percentage of past WMBE utilization will be stated in the bids advertisement and documents.
- e. If past utilization for a project type was zero, an Aspirational Goal above two percent will receive 6 points. Bidder must still identify Business Support Strategies and Guarantees it is willing to employ and will be scored accordingly.
- f. Points awarded for WMBE Guarantees will be calculated based upon total available work for subcontract given past performance. This section can be awarded as many as 6 points.
- g. A Bidder who has received a formal Deficiency Report issued by the City as a result of unfulfilled WMBE Inclusion Plan commitments on past projects will lose one point from the total score.
- h. When calculations are used to evaluate the points, the City will calculate points to the nearest tenth decimal place. The City will round up to the nearest tenth.

2020	Roadway	Facility	Parks*	Under ground	Boundary	Structural Paint	Structural	Natural Habitat	Roof	Trenchless / Sewer Lining
3 year average Past performance	21%	25%	25%	14%	2%	2%	8%	16%	14%	8%

**Note:** Boundary refers to projects performed in Pend Oreille County (Boundary). Parks utilization rate excludes the mandatory self-performed WMBE work for a prime.

**3. ASPIRATIONAL WMBE GOAL INSTRUCTIONS**

- a. Aspirational WMBE Goals represent a serious commitment to use good faith efforts to reach the stated goals.
- b. The City will rely upon the Total WMBE Goal to determine responsiveness. The City will correct the Total WMBE Goal if that provided by the Bidder does not match the MBE and WBE goals.
- c. Aspirational WMBE Goals are a percentage of the Base Bid and during the course of the project will apply to the total contract amount including all contract change orders, additives, alternates and deductives. Contractor may seek a goal adjustment if such changes may merit a greater or lesser goal; PC will consider such requests, approve if appropriate, and modify the Plan accordingly.
- d. A WMBE Bidder may include in their goals and guarantees that percentage of contract base bid for work which the WMBE intends to self-perform that is in excess of the mandatory 30% they are otherwise required to perform as required by the City Specifications Section 1-08.1(3).
- e. Bidder will receive between 0 and 6 points for its Aspirational WMBE Goals, with proportional points based on a straight line formula to Past Performance (plus 2%) identified for the project as advertised in the bid solicitation. Bidder receives 3 points if the Total Aspirational Goal is half of Past Performance + 2%. Six points are awarded if the Bidder meets or exceeds Past Performance by 2 or more percentage points. For example, a project with Past Performance of 14%, would receive 3 points if the Total Aspirational Goal was 8% or 6 points if the Total Aspirational Goal was 16%.

$$P_A = 6A / (P + 2),$$

Where  $P_A$  = Points awarded for Bidder's Aspiration Goal  
 $A$  = Bidder's Aspiration Goal (%)  
 $P$  = Applicable Past Performance Trend (%)

#### 4. BUSINESS SUPPORT STRATEGIES INSTRUCTIONS

The Bidder may elect to provide the business support identified on Page 2 for qualified firms. The City will provide two points for each choice selected. There are two options, allowing a total of 4 points if both options are chosen:

1. Early Retainage Release. The prime and any sub-tier primes will release retainage held for the subcontractor, within thirty (30) days of acceptance of the work performed by the qualified subcontractor.
2. For mobilization, the Prime and any sub-tier primes will pay all qualified firms five days in advance of the on-site performance, except if a unique situation prohibits such as an emergency or event requiring an immediate mobilization response. In those events, the Prime (including any sub-tier primes) shall deliver the payment no later than 5 days after job mobilization begins.

#### 5. WMBE GUARANTEE INSTRUCTIONS

- a. This guarantees the City and WMBE that they shall be used for at least the amount given, following the remaining rules below.
  1. A WMBE Guarantee expects the Bidder achieved agreement about scope, terms and cost of the work for the WMBE at bid time. The burden is upon the Bidder to resolve any differences, once the guarantee is given.
  2. The amount guaranteed to WMBEs is not conditional on award of additives, deductives or alternates.
  3. The Prime should clearly document in writing, agreements made with the WMBE firm upon which the guarantee was predicated, such as unit price or lump sum pricing as applicable, scope, terms or conditions, and subcontractor concurrence. This protects both parties when completing and executing the resultant subcontract before work begins.
  4. The City may contact the WMBE firm or Prime after Bid opening to verify the firm has agreement to perform work as described in the plan. Failure to have agreement may result in rejection of the Inclusion Plan, rendering the Bid non-responsive.
  5. A bidder will receive between 0 and 6 points for WMBE Guarantees, receiving a proportional number of points based on a straight line formula to Past Performance. A bidder will receive 3 points if the dollar-value of the Guarantees equals half of the Past Performance percentage. Six points are awarded if the Bidder commitments meet or exceed Past Performance.  
 $P_G = 6 G / P$   
Where  $P_G$  = Points awarded for Bidder's Guaranteed Goal  
 $G$  = Bidder's Guaranteed WMBE Goal (%)  
 $P$  = Applicable Past Performance Trend (%)
- b. A WMBE bidder may only include self-performed work above 30%. This is based on the self-performance minimum required by the City Specifications Section 1-08.1(3).
- c. Substitution or reduction of a Guaranteed WMBE firm is prohibited absent a waiver granted by the PC as a result of:
  1. Bankruptcy of the WMBE firm;
  2. Failure of the WMBE firm to provide the required bond;

3. The WMBE firm cannot perform the work because they are debarred, not properly licensed, does not meet the subcontractor approval criteria, or in some other way is ineligible to work;
4. Failure of the Subcontractor to comply with a requirement of law applicable to subcontracting;
5. Death or disability of the principal of the WMBE firm rendering it unable to perform the work;
6. Dissolution of the WMBE firm;
7. Failure of the WMBE firm to perform satisfactorily in previous projects not known to Bidder at the time of bid;
8. Failure or refusal of the WMBE to perform work for reasons other than contract term or pricing disputes;
9. A change in scope of the contract which removes the guaranteed work from the project.
10. WMBE Subcontractor does not execute an offered contract that reflects the terms and pricing that was agreed upon as a condition of the Guarantee. The Prime must evidence that the WMBE Subcontractor failed to execute a contract offered by the Prime which reflected such agreements, after the Subcontractor was given adequate time to execute the offered subcontract.
11. Change order that reduces the scope of work of a WMBE guarantee or other reason if approved by PC Division Director.

## **6. INCORPORATION OF PLAN INTO CONTRACT AND REPORTING REQUIREMENTS**

- a. PC may discuss the Plan with the Apparent Successful Bidder before incorporating into the contract and may amend the Plan by mutual consent.
- b. PC reserves the right to require a completed Social Equity Plan as a condition for contract execution if no WMBE guarantees are provided in order to demonstrate results of good faith efforts.
- c. The Contractor must provide reports and documents as required by PC within 15 days.
- d. PC will evaluate Contractor's WMBE utilization throughout the project.
- e. Contractor may not substitute a WMBE firm identified in the guaranteed portion of the plan unless the substitution is approved by PC. Such a substitution will not be considered unless Contractor can demonstrate clear necessity for such substitution. A Contractor granted permission to substitute for a guaranteed WMBE firm shall use good faith efforts to recruit another WMBE firm to perform the Work.
- f. If PC determines the Contractor is not making good faith efforts, it may take action as described in the project specification such as withholding invoice payments and breach of contract.
- g. The City will evaluate the WMBE utilization at close-out and may assign a Deficiency rating for failure to demonstrate good faith efforts. Deficient ratings are used by the City to determine Bidder responsibility on future work and debarment. To avoid a deficiency rating, the Contractor must demonstrate:
  1. A good faith effort to achieve Aspirational goals. Attainment under 80% of the goal will likely be considered deficient;
  2. Timely submittal of required and requested materials and reports to PC;
  3. Having advance agreements with each WMBE Guarantee, such that the WMBE understands and agrees that the WMBE Guarantee represents mutual agreement at time of the bid submittal;
  4. Using all "WMBE Guarantees" named in the Inclusion Plan, unless Prime received written authorization from PC for substitution;
  5. WMBE relationships are harmonious, clearly communicated and free of undue dispute; and
  6. WMBE work was commercially useful as defined above.

**Volunteer Park Amphitheater Replacement - REBID**

As required in RCW 39.30.060, all Bidders for projects estimated to cost \$1,000,000 or more shall identify Subcontractors that the Bidder will subcontract for the performance of rebar and structural steel installation, HVAC, plumbing as described in RCW 18.106 and electrical as described in RCW 19.28, or indicate that the Bidder intends to self-perform the work. **Checking more than one checkbox for a Trade will result in the rejection of the Bid.** If the Trade is left blank (either the name of a subcontractor is blank or a checkbox is not checked), the City shall accept the blank as "self performance." If left blank, the City shall determine through clarification whether rebar and structural steel installation, HVAC, plumbing, and electrical work is required to execute the project; if so, the Bidder must be licensed and qualified to self-perform at the time of Bid submittal or the Bid shall be rejected. The Bidder shall be bound to self-performance of that specialty for the duration of the Project. The Bidder may contract with more than one Subcontractor in each of these trades but may not list more than one Subcontractor for each category of work. If Subcontractors vary with Bid Alternates, Additives, or Deductives, the Bidder must indicate on a separate Bidder/Subcontractor List which Subcontractor(s) will be used for which Alternate, Additive, or Deductive.

The Bidder/Subcontractor List must be submitted to the Purchasing and Contracting (PC) with the Bid, or separately within one hour of the time and date for Bid submittal per Section 1-02.9(3). Failure to complete and submit the Bidder/Subcontractor List by the required time will result in the Bid being declared non-responsive and rejected. The Bidder is responsible for the timely delivery of the Bidder Subcontractor List. If awarded the contract, the Bidder agrees to utilize the subcontractors identified on the Bidder/Subcontractor List unless the City agrees to a substitution.

Trade	You must check one box for each trade. If subcontracting, you must name the subcontractor(s) you will use and the category of work.
<b>Heating, Ventilation &amp; Air Conditioning (HVAC)</b>	<input checked="" type="checkbox"/> Name of Sub: <u>Vet First Mechanical</u> UBI# <u>604-340-706</u> Category of Work: _____ <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)
<b>Plumbing</b>	<input checked="" type="checkbox"/> Name of Sub: <u>Vet First Mechanical</u> UBI# <u>604-340-706</u> Category of Work: _____ <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)
<b>Electrical</b>	<input checked="" type="checkbox"/> Name of Sub: <u>Ashford Electric &amp; Const. Company</u> UBI# <u>600-640-030</u> Category of Work: _____ <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)
<b>Structural Steel Installation</b>	<input checked="" type="checkbox"/> Name of Sub: <u>Ironman Steel Erectors, Inc.</u> UBI# <u>600-334-909</u> Category of Work: _____ <input type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)
<b>Rebar Installation</b>	<input type="checkbox"/> Name of Sub: _____ UBI# _____ Category of Work: _____ <input checked="" type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)

PW# 2020-035  
PW#

Kassel & Associates, Inc.  
Bidder's Business Name

Matt Vernon  
Name of Bidder's Representative

\_\_\_\_\_  
Signature of Bidder's Representative

President  
Title of Bidder's Representative

**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, Kassel & Associates, Inc.

of 7126 180th Avenue NE, #C-103, Redmond, WA 98052 (hereinafter called the Principal),

as Principal, and Travelers Casualty and Surety Company of America

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Seattle

(hereinafter called the Obligee) in the penal sum of Five Percent (5%) of the maximum Bid that could be awarded

(including sales tax) Dollars (\$ 5% )  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Volunteer Park Amphitheater Replacement - REBID, PW #2020-035

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

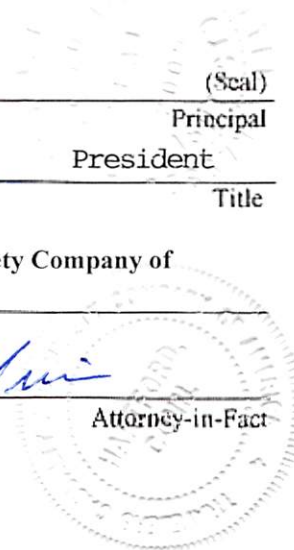
Signed and sealed this 4th day of November, 2020.

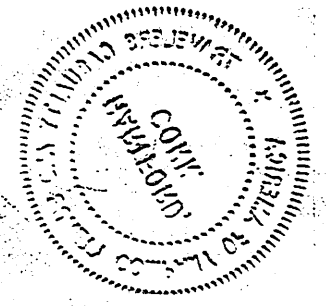
[Signature]  
Witness

Theresa A. Lamb  
Witness

Kassel & Associates, Inc. (Seal)  
[Signature] Principal  
Matt Vernon President  
Title

Travelers Casualty and Surety Company of America  
By [Signature] Attorney-in-Fact  
Jim S. Kuich







**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 Julie M. Glover, S.M. Scott, Michael A. Murphy, Jim W. Doyle, Andy D. Prill, Jim S. Kuich, Chad M. Epple, Steve Wagner, Theresa A. Lamb, Carl M. Lovested III, Patti White, Teresa Glombecki, and Maxwell Martin, of Bothell, Washington, their true and lawful Attorney-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 3rd day of February, 2017 .



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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.

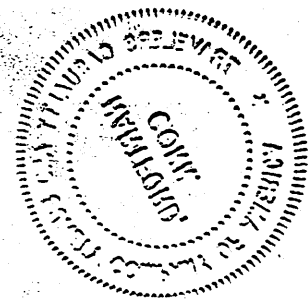
Dated this 4th day of November, 2020.



*Kevin E. Hughes*  
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-in-Fact and the details of the bond to which the power is attached.**





11/18/50