



Arbor Landing Lift Station Replacement Project

RFP: 22-32

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Section A

Qualifications, Experience and Accountability



Qualifications, Experience and Accountability

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.

See attached qualifications and experience of A.Z. SHMINA, INC.

2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

See below references:

1. Brian Zybura, UM Project Manager – (734) 323-5969
2. Tom Walterhouse, UM Senior Project Manager – (734) 662-1496
3. Chris Englert, City of Ann Arbor Wastewater Treatment Services Engineer– (734) 794-6450 Ext. 43823
4. Paige Hammerl, Engineer, Hubbell, Roth and Clark – (313) 463-4249
5. Tim Sullivan, Engineer/Project Manager, Hubbell, Roth and Clark – (248) 535-3308

3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

See attached.

4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

To be determined.





Section B

Workplace Safety



Workplace Safety

1. Documentation of an on-going, Michigan OSHA-approved safety-training program for employees to be used on the proposed job site.

See attached Summary of our onsite safety plan.

2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.

See attached certification. Our current EMR is 0.72.

2022: 0.72

2021: 0.95

2020: 0.95

3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

All of our field supervision and trades people are OSHA 10hr or OSHA 30hr certified.

4. The safety record of bidder and major subcontractors, including OSHA, MIOSHA, or other safety violations

See attached.





Section C

Workforce Development



Workforce Development

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

1:4

2. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.

Signatory to Laborer and Carpenters Unions. We use prevailing union wages.

3. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship.

Signatory to Laborer and Carpenters Unions.





Section D

Social Equity and Sustainability



Social Equity and Sustainability

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

35% of our work force resides in Ann Arbor and in Washtenaw County.

2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

Our workforce consists of a variety of minorities, including women, veterans and we consistently work with and support other small businesses in the area.

3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Our workforce consists of a variety of minorities, including women, veterans and we consistently work with and support other small businesses in the area. We do not discriminate against any basis of race, sex, medical condition, age, religion, nationality, sexual orientation, identity or marital status.

4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.

We are planning on building per the plans and specs, which we believe to have sustainable products, technologies, and practices in the design.

5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

We have no record of violations, penalties or issues imposed by government agencies, state or federal, regarding environmental issues.





Section E

Schedule of Pricing/Cost



Schedule of Pricing/Cost

Company: A.Z. SHMINA, INC.

Unit Price Bid –

Item Description	Estimated Quantity	Unit Price	Total Price
1) Division 00/01 (Note 1)	1 LS		<u>90,000</u>
2) Civil/Site Work (Note 2)	1 LS		<u>327,000</u>
3) Existing Arbor Landing Lift Station Demolition (Note 3)	1 LS		<u>25,000</u>
4) Wet Well Rehabilitation (Note 4)	1 LS		<u>20,000</u>
5) Mechanical (Note 5)	1 LS		<u>200,000</u>
6) Electrical (Note 6)	1 LS		<u>100,000</u>
7) I&C / SCADA (Note 7)	1 LS		<u>15,000</u>
8) Bypass Pumping (Note 8)	1 LS		<u>45,000</u>
9) Arbor Landing Lift Station Permit Allowance (Note 9)	ALLOWANCE		<u>\$20,000</u>

Arbor Landing Lift Station (Items 1-9) Subtotal: \$ 837,000

ESTIMATED TOTAL (Items 1-10) \$ 837,000

***See clarifications for A.Z. SHMINA, INC. on next page

Notes

- 1) Includes bonds, insurance, mob/demob, on-site superintendent, off-site admin costs, etc.
- 2) Work generally shown on Sheets LC-01, LC 02, earthwork and concrete show on S P-01, and Divisions 02 and 03 specifications. Additionally, costs for permit coordination to be included under this unit price.
- 3) Includes work generally shown on sheet LD-01 and division 2 specifications.
- 4) Includes work generally shown on sheets GS-01, LD-01, and LP-01 and division 3 specifications.
- 5) Work generally shown on Sheets LP-01 and Divisions 11 and 15 specifications.
- 6) Work generally shown on Sheets LE-01 and LE-02 and Division 16 specifications.
- 7) Work generally shown on Sheet LE -02 and Section 11392 2.6 Pump Controller / RTU.
- 8) Work includes all costs associated with bypass pumping requirements.
- 9) Work includes Washtenaw County and Ann Arbor permit costs as included (but not limited to) the permits listed in specification 02990 – Permits. Only invoiced permit costs are to be billed to this line item. Contractor permit coordination costs / contractor markup



are not to be billed to this line item.

CLARIFICATIONS

1. Addendum 1 noted.
2. Work is proposed to be completed in 225 calendar days starting at the Notice to Proceed, barring any lead time issues or supply chain issues that may be presented after bid time.
3. DTE Utility Work: NOT INCLUDED IN BID. Not able to obtain a quote from DTE in the time given from Addendum 1, when we got a response for our RFI concerning this, to the bid date.
4. This base bid was created based on the Bid Documents, Addendum 1 and what was presented at the pre-bid meeting. A water main and storm line marked by Miss Dig may create conflicts.
5. Pump watch is not included in base bid.





Section F

Authorized Negotiator



Authorized Negotiator/Negotiable Elements (Alternates)

Authorized Negotiator: Andrew A. Shmina
as@azshmina.com
(810) 227-5100

Alternates:

Clarifications for the Base Bid Amount are specified in Section E.





Section G
Attachments



ATTACHMENT B
GENERAL DECLARATIONS

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 26th DAY OF April, 2022.

A. Z. SHMINA, INC.
Bidder's Name


Authorized Signature of Bidder

11711 Grand River Rd, Brighton MI
Official Address

Andrew A. Shmina, President
(Print Name of Signer Above)

(810) 227-5100
Telephone Number

as@azshmina.com
Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of MICHIGAN, for whom Andrew A. Shmina, bearing the office title of President, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____
(initial here)

Authorized Official

 **Date** April 26, 2022

(Print) Name Andrew A. Shmina Title President

Company:

A. Z. SHMINA, INC

Address:

11711 Grand River Rd, Brighton MI, 48116

Contact Phone (810) 227-5100 Fax (810) 227-5131

Email as@azshmina.com

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

A. Z. SHMINA, INC.
Company Name

 04/26/2022
Signature of Authorized Representative Date

Andrew A. Shmina President
Print Name and Title

11711 Grand River Rd, Brighton MI 48116
Address, City, State, Zip

(810) 227-5100 as@azshmina.com
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

ATTACHMENT E
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees


The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce	
<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input checked="" type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

A. Z. SHMINA, INC.	11711 Grand River Rd
Company Name	Street Address
	4/26/2022
Signature of Authorized Representative	Date
Andrew A. Shmina, President	Brighton MI, 48116
Print Name and Title	City, State, Zip
	(810) 227-5100 as@azshmina.com
	Phone/Email address



ATTACHEMENT G

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
N/A	

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
A. Z. SHMINA, INC.	(810) 227-5100	
Vendor Name	Vendor Phone Number	
	4/26/2022	Andrew A. Shmina
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ATTACHMENT H

DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance


The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

A. Z. SHMINA, INC.
Company Name

Signature of Authorized Representative
4/26/2022
Date

Andrew A. Shmina, President
Print Name and Title
11711 Grand River Rd, Brighton MI, 48116
Address, City, State, Zip
(810) 227-5100, as@azshmina.com
Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, A. Z. Shmina, Inc., 11711 Grand River Road, Brighton, MI 48116, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Ann Arbor, 301 East Huron Street, Ann Arbor, MI 48104, as Obligee, in the sum of Five Percent of Accompanying Bid ----- Dollars (5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Arbor Landing Lift Station Replacement Project Phase III ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 26th day of April, 2022.

A. Z. Shmina, Inc.

(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 
Susan L Small, Attorney-in-Fact



**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 **Susan L. Small** of **FARMINGTON HILLS**, Michigan, 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 **26th** day of **April**, 2022 .




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.**