

# AGREEMENT

This agreement (the "AGREEMENT") is made this 23 of June 2023, by and between SNOHOMISH COUNTY (the "OWNER" or the "COUNTY") and Western Ventures doing business as a Corporation duly licensed to conduct business in the State of Washington (the "CONTRACTOR").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The term "CONTRACT DOCUMENTS" means and includes the following, which are incorporated herein by reference as if fully set forth herein:

- |                                     |   |
|-------------------------------------|---|
| (A) Notice of Call for Bids         | (I) Special Conditions  |
| (B) Instructions to Bidders         | (J) Performance & Payment Bond                                |
| (C) Project/Bid Proposal            | (K) Insurance Requirements                                    |
| (D) Bid Bond                        | (L) Plans & Specifications and/or<br>Technical Specifications |
| (E) AGREEMENT                       | (M) Bid Award Letter  |
| (F) General Conditions              | (N) Drawings  |
| (G) Supplemental General Conditions | (O) Change Order  |
| (H) Addenda: No. <u>1-2</u> .       |   |

and all modifications or changes issued pursuant to the CONTRACT DOCUMENTS.

In the event of an inconsistency between the terms of this AGREEMENT and any of the other CONTRACT DOCUMENTS, the terms of this AGREEMENT shall control. In the event of an inconsistency among other CONTRACT DOCUMENTS, there shall be no order of precedence.

2. The CONTRACTOR will perform the Sheriff Office Tenant Improvements, West Precinct Airport Bid # PW-23-007SB (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS upon written notice to proceed (the "NOTICE TO PROCEED") and will complete the WORK for Schedule 1 – Sheriff West Precinct Tenant Improvements work within 243 calendar days from receipt of NOTICE TO PROCEED. Schedule 2 – Paine Field Tenant Improvements work shall be completed within 180 calendar days from receipt of the NOTICE TO PROCEED, unless the period for completion is otherwise extended in accordance with the CONTRACT DOCUMENTS.
4. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of Three Million Seven Hundred and Seventy Seven Thousand Three Hundred Seventy Five Dollars and 00/100 (\$3,777,375.00), plus applicable Washington state sales tax for Schedule 1, and;  
for the sum of Three Million, Three Hundred Thirty Three Million Two Hundred and Forty One Dollars and 00/100 (\$3,333,241.00), plus applicable Washington state sales tax for Schedule 2.

Bid on Public Work Over \$40,000

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACTOR must verify mandatory responsibility criteria for each first tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.
8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. The CONTRACTOR shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the COUNTY.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the COUNTY, its officers, officials, employees and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

10. The CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
11. **Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

**12. Title VI (Federal) Non-discrimination**

Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument on the day and year first written above, and the OWNER has caused this instrument to be executed by, and in the name of Snohomish County, the day and year first written below.

SNOHOMISH COUNTY

CONTRACTOR

By \_\_\_\_\_ Date

By Shannon McPhee 6/12/23  
Signature of Company Officer Date

Purchasing Manager

Shannon McPhee, President

Approved as to form:

Printed Name and Title

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

Western Ventures Construction, Inc.  
Contractor Name

Bid on Public Work Over \$40,000

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

(REFERENCE - CHAPTERS 60.28 AND 39.12 RCW)

Project Name: Sheriff Office T.I. West Precinct & Paine Field T.I. # PW-23-007SB

I hereby elect to have the retained percentage of this contract: (Choose One)

**A. FUNDS TO BE HELD BY AGENCY:**

Retained in a fund by the County for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**B. FUNDS TO BE PLACED IN SAVINGS ACCOUNT:**

Deposited by the County in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW. Interest on such account shall be paid to the Contractor.

*If this option is selected, complete an "Assignment of Savings" or the attached "Time Deposit Escrow Retained Percentage Holding Account" form.*

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**C. FUNDS TO BE PLACED IN AN ESCROW ACCOUNT CHOSEN BY CONTRACTOR:**

Placed in escrow with \_\_\_\_\_  
(designate a bank or trust company) by the County until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

*Submit 3 signed escrow agreements from your bank and attach to this option form.*

When the monies reserved are to be placed in escrow, the County shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the County and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

I further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The County shall not be liable in any way for any costs or fees in connection therewith.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**C. BOND IN LIEU OF RETAINAGE:**

Effective until sixty (60) days following completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

Date: 6/12/23 Signed: 



**PERFORMANCE, PAYMENT & WARRANTY BOND**  
RCW 39.08

KNOW ALL PERSONS BY THESE PRESENTS, that, Western Ventures Construction Inc doing business as an Corporation and licensed to do business in the State of Washington as a contractor, as PRINCIPAL, and Travelers Casualty and Surety Company of America as a corporation organized under the laws of the State of Connecticut and authorized to transact business in the State of Washington as a surety, as SURETY, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound unto the COUNTY of Snohomish, hereinafter called COUNTY, for payment in the sum of seven million eight hundred fourteen thousand five hundred sixty six and 98/100s Dollars (\$ \$7,814,566.98 ). Surety agrees that in all matters relating to this obligation, that surety is bound by the laws of the State of Washington and that surety is subject to the jurisdiction of the State of Washington.

THE CONDITION OF THIS OBLIGATION IS THAT: WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the PRINCIPAL executed a contract with the COUNTY for

Project Name: Sheriff Office Tenant Improvements, West Precint Airport  
Project Number: Sheriff Office West Precinct Airport – Pain Field. Bid Number: PW-23-007SB

WHEREAS, the PRINCIPAL, in the terms, conditions and provisions of the contract, agreed to furnish all material and do certain work, to-wit: that the PRINCIPAL will undertake and complete the project identified above according to the maps, plans, specifications and other documents made a part of said contract, which contract as so executed, is attached hereto, and by this reference is incorporated herein and made a part hereof as fully for all purposes as if set forth at length.

NOW, THEREFORE, if the PRINCIPAL shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted by the COUNTY, and shall pay all laborers, mechanics, subcontractors and material persons, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this 9th day of June, 2023.

PRINCIPAL  
Name: Western Ventures Construction Inc

By: *Shannon McPhee*  
(Signature of Authorized Rep.)

Address: PO Box 298, Mountlake Terrace, WA 98043

Shannon McPhee  
(Typed Name of Authorized Rep.)

Title: president



SURETY

Name: Travelers Casualty and Surety Company of America  
(Attorney-in-fact for SURETY\*)

Frontier Bonding Services LLC  
155 NE 100th St, Ste. 201, Seattle, WA 98125  
Name/Address of Local Office or Agent

By:  \_\_\_\_\_

Amber M. Foster, Attorney-in-Fact  
(Typed name of Attorney-in-Fact)

ACCEPTED: SNOHOMISH COUNTY

By: \_\_\_\_\_  
Purchasing Manager

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

Date: \_\_\_\_\_

\*This bond must be accompanied by a fully executed Power of Attorney appointing the 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 **AMBER M FOSTER** of **SEATTLE**, **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 **17th** day of **January**, **2019**.



State of Connecticut

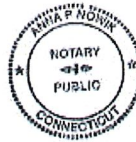
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, 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 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**, **2021**



  
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 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 **9th** day of **June**, **2023**.



  
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 this Power of Attorney is attached.**

SNOHOMISH COUNTY  
RETAINAGE BOND  
(Bond In Lieu of Retainage - RCW 60.28)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Western Ventures Construction Inc a corporation organized under the laws of the State of Washington and registered to do business in the State of Washington as a contractor, as Principal, and Travelers Casualty and Surety Company of America a corporation organized under the laws of the State of Connecticut and registered to transact business in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the County of Snohomish, Washington, hereinafter called COUNTY, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the sum of five percent (5%) of all amounts earned by the Principal on the contract described below.

THE CONDITIONS OF THIS BOND OBLIGATION ARE THAT:

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Principal executed a contract with the COUNTY for:

Project Name: Sheriff Office Tenant Improvements, West Precinct Airport

Contract Number Sheriff Office West Precinct Airport - Pain Field. Bid No. PW-23-007SB; and

WHEREAS, said contract and RCW 60.28 require the COUNTY to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal on estimates during the progress of the construction, hereinafter referred to as earned retained funds;

AND WHEREAS, the Principal has requested that the County not retain any earned retained funds as allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the surety is held and bound to the COUNTY and to the beneficiaries of the trust fund created by RCW 60.28 in the sum of five percent (5%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work, addition of new items of work, or otherwise, hereafter referred to as the final contract cost. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, and all trust fund purposes of RCW 60.28 have been met, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the COUNTY.

IT IS FURTHER EXPRESSLY AGREED THAT:

1. The liability of the Surety under this bond shall not exceed five percent (5%) of the final contract cost, if no monies are retained by the COUNTY on estimates during the progress of construction.
2. The COUNTY reserves the right to resume the actual withholding of earned retained funds according to the contractor's designated option for management of Retainage under RCW 60.28.010(2). In the event the COUNTY resumes withholding of earned retained funds, the liability of the Surety under this bond shall not exceed the actual amount of the earned retained funds which have been released and are not currently held by the COUNTY.
3. The Surety hereby consents to and waives notice of any extension in the time for performance of the contract, assignment of obligations under the contract, or contract alteration, amendment, or change order.



- 4. Any suit under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.
- 5. Until written release of this obligation by the COUNTY, this bond may not be terminated or canceled by the Principal or the Surety for any reason. Any extension of time for the Principal's performance on the contract, assignments of obligations under the contract or any amendment to the contract of any kind shall not release the Surety from its obligation under this bond.
- 6. RCW 60.28 authorizes the COUNTY to substitute a retainage bond in lieu of ever actually retaining earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law
- 7. Any claim or suit against the COUNTY to foreclose the liens provided for by RCW 60.28 shall be effective against the Principal and Surety and any judgment under RCW 60.28 against the COUNTY shall be conclusive against the Principal and the Surety.

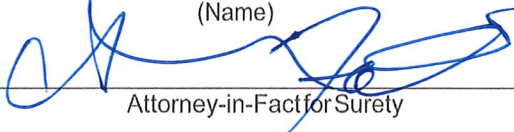
WITNESS our hands this 9th day of June, 2023.

**SURETY:**

**PRINCIPAL:**

Travelers Casualty and Surety Company of America  
(Name)

Western Ventures Construction Inc  
(Name)

  
Attorney-in-Fact for Surety

PO Box 298  
(Address)

Amber M. Foster, Attorney-in-Fact  
(Typed Name)

Mountlake Terrace, WA 98043  
(City, State, Zip Code)

Frontier Bonding Services LLC  
(Name of Local Office or Agent)

  
(Signature of Authorized Representative)

155 NE 100th St, Ste. 201  
(Address of Local Office or Agent)

Shannon McPhee  
(Typed Name of Authorized Representative)

Seattle, WA 98125  
(City, State, Zip)

President  
(Title)

(206) 281-8411  
(Area Code and Phone Number)

(425) 640-5050  
(Area Code and Phone Number)



**ACCEPTED:  
SNOHOMISH COUNTY**

\_\_\_\_\_  
PURCHASING MANAGER

\_\_\_\_\_  
DATED

\*This bond must be accompanied by a fully executed Power of Attorney appointing the 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**

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**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, 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 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**, **2021**



  
Anna P. Nowik, Notary Public

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**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 **9th** day of **June**, **2023**.



  
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 this Power of Attorney is attached.**