CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # _______9050_____

DATE 7-9-20

A RESOLUTION AWARDING THE 2020 CONTRACTS FOR STREET LINE PAINTING AND BITUMINOUS SEAL COATING FOR THE CITY OF WILLIAMSPORT

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport awards the 2020 contracts for Street Line Painting of streets throughout the city and Bituminous Seal Coating of roads listed on Attachment 1 (3a) to the following vendors at the prices listed on the respective “Schedule of Prices” attached.

Street Line Painting:
Midlantic Marking, Inc.
P.O. Box 7997
Gaithersburg, MD 20898
Total contract amount: $12,057.38

Bituminous Seal Coating:
Hammaker East Ltd.
1514 Black Gap Road
Fayetteville, PA 17222
Total contract amount: $20,359.66

Approved

City Clerk

President
MEMO

To:        Mayor Derek Slaughter and Members of City Council
From:      Adam L. Winder
Subject:   Street Line Painting and Seal Coating
Date:      June 24, 2020

Attached for your review and approval is a resolution awarding the City of Williamsport’s 2020 contract for street line painting to Midlantic Marking, Inc., P.O. Box 7997 Gaithersburg, MD 20898, and the contract for bituminous seal coating to Hammaker East Ltd., 1514 Black Gap Road, Fayetteville, PA 17222.

Bidding was done recently through the West Branch Council of Governments Cooperative Purchasing, of whom the city is a member. The resolution identifies the low bidder for each of the contracts.

Funding for the street line painting is allocated in the general fund line item #2270-62070 traffic paint and funding for the seal coating in liquid fuels line item #7001-62190 street materials.

I am requesting that action be taken by City Council on Thursday, July 9, 2020.

Attachments

vl
WEST BRANCH COUNCIL GOVERNMENTS
P.O. BOX 157
HUGHESVILLE, PA. 17737
570-584-6362

May 27, 2020

Midlantic Marking Inc.
P.O. Box 7997
Gaithersburg, MD 20898

At the special advertised meeting of the West Branch Council of Governments held on May 26, 2020 the Line Painting contract was awarded to Midlantic Marking, Inc. at the total bid of $ 64,413.32. Note you were the only bidder.

Enclosed find copy of the executed contract. Please execute one performance bond and payment bond listing all municipalities in the contract and return to above address, also complete a PSATS CDL program, contractor’s statement of compliance and forward to above address.

Work cannot be started until I receive the bond and compliance forms, notification must then be given to each municipality (48) hours prior to starting work.

The COG thanks you participating in this work and if you have additional questions please contact me at 570-584-6362 Monday thru Thursday between hours of 8:00 AM thru 12:00 noon.

Thank you.

WEST BRANCH COUNCIL OF GOVERNMENTS

William N. Dorman
Secretary
A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Live Painting" proposals for letting

May 19, 2020

Date

Sealed Proposals will be received on or before

12:00 PM on MAY 18, 2020

Time

Bids will be opened and read at approximately

7:00 PM, on the above bid date.

Time

1. The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at NA and special requirements contained herein and/or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec. 102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).

2. If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed. Or as otherwise provided in the special requirements, and will complete all work on or before See Contract, 2020. If all work is not completed on time, liquidated damages will be assessed at the rate of $870.00 per additional working day.

3. Accompanying this proposal is a certified check or bid Bond in the amount of __10%_ of Bid made payable to the municipality as a proposal guarantee which, if unsecured, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

4. Performance and Payment Bonds in the amount of 100% and proof of Worker's Compensation insurance must be supplied to the Municipality within 20 days of receipt of bid award.

B. PROPOSAL OF: Midlantic Marking Inc. 301-865-8844

PO Box 7997 Gaithersburg MD 20898

CONTRACTOR'S CERTIFICATION

It is hereby certified as follows:

1. The only person(s) interested in this proposal as principal(s) is (are): John F. Dealey

2. None of the above persons are employees of the municipality.

3. This proposal is made without collusion with any other person, firm, or corporation.

4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).
5. The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

6. The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contractor in accordance with the plans, specifications and conditions thereof, and a payment bond conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Work’s Contractors’ Bond Law of 1967, and an affidavit accepting the provisions of the Workmen’s Compensation Act of 1915, as amended.

7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. Contractor hereby certifies, represents and warrants to the Township that all persons performing any aspect of the work pursuant to this Contract who are required to have commercial driver’s license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto."

WITNESSED OR ATTESTED BY:

[Signature] 5/15/2020
Title 5/15/2020
Date

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON: ___________ 5/28/2020
Title

ATTESTED BY: ___________
Title

[Seal]

Midlantic Marking Inc.

BY: ___________
Title

[Seal]

[Signature] 5/15/2020
Title

[Seal]

[Signature] 5/28/2020
Title

[Seal]
ATTACHMENT #1

LOCATION OF WORK:
Various Roads in the municipalities listed below as directed.
Contact the Municipality for specific locations.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>TYPE OF WORK</th>
<th>UNITS</th>
<th>QUANTITY (Yellow)</th>
<th>QUANTITY (White)</th>
<th>QUANTITY (White Skip)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Williamsport</td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>107,580</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Single - 4&quot; White</td>
<td>LF</td>
<td>-</td>
<td>5,809</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>4&quot; White Skip</td>
<td>LF</td>
<td>-</td>
<td>-</td>
<td>9,992</td>
</tr>
<tr>
<td>Muncy Creek Twp.</td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>80,697</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Single - 4&quot; White</td>
<td>LF</td>
<td>-</td>
<td>62,010</td>
<td>-</td>
</tr>
<tr>
<td>Muncy Twp.</td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>22,096</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Single - 4&quot; White</td>
<td>LF</td>
<td>-</td>
<td>21,744</td>
<td>-</td>
</tr>
<tr>
<td>Upper Fairfield Twp.</td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>68,640</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Wolf Twp.</td>
<td>4&quot; Single Yellow</td>
<td>LF</td>
<td>10,191</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>2,650</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Brady Twp.</td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>3,168</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Single - 4&quot; White</td>
<td>LF</td>
<td>-</td>
<td>6,336</td>
<td>-</td>
</tr>
<tr>
<td>Clinton Twp.</td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>43,846</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Single - 4&quot; White</td>
<td>LF</td>
<td>-</td>
<td>45,329</td>
<td>-</td>
</tr>
</tbody>
</table>
ATTACHMENT #1

LOCATION OF WORK:
Various Roads in the municipalities listed below as directed.
Contact the Municipality for specific locations.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>TYPE OF WORK</th>
<th>UNITS</th>
<th>QUANTITY (Yellow)</th>
<th>QUANTITY (White)</th>
<th>QUANTITY (White Skip)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northumberland County</td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>95,194</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Turbot Twp.</td>
<td>Single - 4&quot; White</td>
<td>LF</td>
<td>-</td>
<td>59,660</td>
<td>-</td>
</tr>
<tr>
<td>Columbia County</td>
<td>4&quot; Double Yellow</td>
<td>LF</td>
<td>68,470</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

DESCRIPTION OF WORK:

NOTES:
The contractor is responsible to ensure that the proper material is provided by supplying:
1. The contractor will also supply the municipality with a Daily Material Certification on a TR-465 or CS-4171, supported by testing, within 24 hours of placing the lines for each day’s placement.
3. Each municipality is to be billed separately for work completed within their municipality, mailing information is attached.
4. Contractor is responsible for coordinating line painting work with each municipality, seal coat and paving contractor as needed.

The municipality will withhold payments if the above requirement is not met.

All work must be completed in accordance with the current FADOT Pub. 408 Specifications and its supplement.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description of Work</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>492,341</td>
<td>LF</td>
<td>4&quot; Double Yellow Center Lines</td>
<td>.104</td>
<td>51,203.46</td>
</tr>
<tr>
<td>2</td>
<td>200,888</td>
<td>LF</td>
<td>Single - 4&quot; White Edge Lines</td>
<td>.055</td>
<td>11,048.84</td>
</tr>
<tr>
<td>3</td>
<td>9,992</td>
<td>LF</td>
<td>4&quot; White Skip</td>
<td>.055</td>
<td>549.56</td>
</tr>
<tr>
<td>4</td>
<td>10,191</td>
<td>LF</td>
<td>4&quot; Single Yellow</td>
<td>.06</td>
<td>611.46</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Amount of Contract</td>
<td></td>
<td>63,413.32</td>
</tr>
</tbody>
</table>

- 3a-
MS-944 PROPOSAL AND CONTRACT INSTRUCTIONS – FORM 944

1. The proposal must be typewritten or printed.

2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same names, only one lowest proposal will be considered.

3. Description of work—

   A. If additional space is needed, insert appropriately numbered attachment and note "Continued on Attachment No. ____________________ ."

   B. Where Binder Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count must be included in the description.

4. Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices – Column #1 (Item), #2 (Approximate Quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) and #4 (Description, i.e., bluminous materials – ID-2, FJ1, FB1, BCBC, etc.) must be filled in by the municipality to insure equitable bidding. Column #5 (Unit Price), #6 (Total), and total amount of bid must be filled in by the contractor. If more space is needed, add note at bottom of the page: "Continued on Attachment No. 1-A," and add additional sheet designated as Attachment No. 1-A, 1-B, etc. Repeat for each additional sheet required.

5. If liquidated damages are to be assessed, add the following sentence to Part A #2. "If all work is not completed on time, liquidated damages will be assessed at the rate of $________ $70.00 ____________ per additional working day." (OR"...as set forth in the attached schedule.")

6. Payment and Performance bonds are provided only by the successful bidder. Contracts under $5,000 – bonds must be in 50% of the contract amount. Contracts in excess of $5,000 – bonds must be in 100% of the contract amount. Bond Form MS-944 Attachments 2 and 3 and Workmen’s Compensation Affidavit Attachment 4 must be submitted by the successful bidder within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.

7. *Construction projects, where the estimated cost of the total project exceeds $100,000.00 are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

   On projects utilizing Federal revenue Sharing Funds, if the project cost exceeds $2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both Acts are applicable, the Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.

8. An ESCALATOR CLAUSE is optional; if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)
PERFORMANCE BOND
(With Corporate Surety)

Know all men by these presents, that we,______,

as Principal and

(SURETY COMPANY)

as Surety

are held and firmly bound unto

(NAME OF MUNICIPALITY)

in the sum of

($_________)
dollars

lawful money of the United States of America, to be paid to the above Municipality or its assigns, to whom payment well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the above named Principal has entered into a contract with the above Municipality, bearing the date
herein set forth, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the said Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and
conditions referred to and made a part thereof, and such alterations as may be made in said Specifications so therein
provided, and said work and materials and in a manner satisfactory to the Municipality fulfill all obligations as therein set
forth. That this Obligation shall be void, but otherwise the same shall remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with
the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and Surety
or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice
to the Surety of any such alteration or substitution being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to

Seal

Attorn / Witness

CONTRACTOR

BY:

Title

Seal

Attorn / Witness

SURETY COMPANY

BY:

Title
PAYMENT BOND

attachment 3

KNOW ALL MEN BY THESE PRESENTS, that we, ____________________________, as PRINCIPAL and ____________________________, as SURETY, are

held and firmly bound unto the ____________________________, in the full and just sum of ____________________________ ($___________) dollars, lawful money of the United

States of America, to be paid to the said ____________________________ or its assigns, to which payment well and true to be made.

we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality, hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of: ____________________________

for approximately the sum of ____________________________ ($___________) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and

will promptly pay or cause to be paid in full all sums of money which may be due to contract or otherwise, to any

individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the

execution of the work, whether or not the said material or labor entered into and became component parts of the work

and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of

such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual

firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the

work as provided, and any public utility which has not been paid in full therefor, may sue in assumpsit on this Payment

Bond in his, their, or its own name and may prosecute the same to final for such sum or sums as may be justly due him,

them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any

costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the


which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully

and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done

or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of
time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the

other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension of

forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond

under seal this ____________________________ Day of ____________________________, 2010.

SEAL WITNESS CONSTRUCTOR

BY: ____________________________ TITLE

SEAL WITNESS SURETY COMPANY

BY: ____________________________ TITLE

- 2 -
AFFIDAVIT RE
ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of Maryland

County of Frederick

Being duly sworn according to law deposes and says that they have

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania,

has his

with its supplements and amendments, and have insured their liability hereunder in accordance with the terms of said

Act with Selective Insurance

SURETY COMPANY

Milano Molding Inc

(TYPE OR PRINT) CONTRACTOR

BY: [Signature]

Sworn to and subscribed before me this 15 May A.D. 2020

My Commission Expires 9/18/2022

Tammy J. Ryave
NOTARY PUBLIC
Frederick County, Maryland
ANTI-COLLUSION AFFIDAVIT

State of Maryland
County of Frederick

The undersigned deponent deposes and says that he is the President of the Midlantic Marking Inc. Company, that he is authorized to make this affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications, Publication 408, as amended and that the said company has 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 connection with such contract.

Midlantic Marking Inc.

By

Sworn to and subscribed before me the undersigned notary public this 15 day of May, 2020.

Notary Public

My Commission expires

Tammy J. Ryave
NOTARY PUBLIC
Frederick County, Maryland
My Commission Expires 8/18/2022
MUNICIPALITY

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT # ___________

Name of Contractor _____________________________________________________________

Performance of work as specified on the above numbered contract is completed and final pavement inspection has been made by the contractor and municipality in accordance with the terms of the contract awarded.

DATE OF AWARD ___________

__________________________________________
Signature of Municipality

__________________________________________
Signature of Contractor

Both copies of this form to be filled by the Contractor-Municipality on completion of final pavement restoration.

THIS PORTION TO BE COMPLETED BY MUNICIPALITY

FINAL COMPLETION CERTIFICATE
By the affixing of my signature I hereby certify that final inspection has been made and all work has been performed in accordance with the above contract # and is hereby accepted by the municipality as completed.

__________________________________________
Authorized Agent for the Municipality

*DATE ________________________

* The contractor is responsible for maintenance of permanent pavement repairs for a period of one year from this date.
COMMONWEALTH OF PENNSYLVANIA
PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 5/15/2020

Business or Organization Name (Employer) Midlantic Marking Inc.

Address PO Box 7997

City Gaithersburg State MD Zip Code 20878

☒ Contractor ☐ Subcontractor (check one)

Contracting Public Body West Branch COG

Contract/Project No

Project Description Line Painting

Project Location

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ("the Act") through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2015 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, John F. Deely, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature
CONTRACTOR:
(Name, legal status and address)
Multolian Marking, Inc.
P.O. Box 7437
Gaithersburg, MD 20889

SURETY:
(Name, legal status and principal place of business)
The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

OWNER:
(Name, legal status and address)
West Branch P.O. Box 157
Hughesville, PA 17737-0157

BOND AMOUNT: $10,000.00 (10%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Line Painting

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information, as well as revisions to the standard form text, is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19 day of May, 2020

[Signature]

(Witness)

[Signature]

(Witness) Susan H. Wilett

Midlantic Making, Inc

(Contractor as Principal)

[Seal]

(Title)

The Hanover Insurance Company

(Surety)

[Seal]

(Title) Daniel R. West, Attorney-in-Fact
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the States of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, Stephen A. Spencer, Aide Pasquarella, Paul M. Troschel, Daniel R. West, William Cowen, Brenda L. Pattihall, Susan B. Willett, Beatrice Saint-Felix, Anne Schevker, Karen L. Wilson, Michael W. Howell, Makl F. Tyree, Arthur H. Jones, Jaime L. George-Parrando, Rush H. Seab, Adam T. Grap, Ryan Hays and/or Catherine E. Warren of Insurance Associates, Inc. of Rockville, MD and Laurel, MD individually, if there be more than one named, as its true and lawful attorney(s) in fact to sign, execute, seal, acknowledge and deliver, and on its behalf, and as its agent and to vest said power, in full force and effect, in pursuance of these presents, as to bind upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in whose proper persons. Provided however, that the power of attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance.

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and hereby are authorized and empowered to appoint, Attorneys in fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf, any and all bonds, recognitions, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach to the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures thereto were manually affixed, even though one or more of any such signatures thereto may be facsimile.


IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 20th day of October, 1981.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kavanagh, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.

On this 20th day of October, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, personally known to me to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of May 2020

CERTIFIED COPY

Theodore D. Martin, Vice President