



CON/32600222

**CITY OF KIRKLAND
PUBLIC WORKS AGREEMENT**

Version:063020

2026 Slurry Seal Project

JOB NO. 19-26-PW



City Attorney

Kevin Hansen

Rev: 07/20/26

This agreement is made and entered into this 7th day of July, 20 26, by and between **DOOLITTLE CONSTRUCTION LLC**, hereinafter called the "Contractor" and the City of Kirkland, hereinafter called the "City."

WITNESSETH:

Whereas, pursuant to the invitation of the City extended through an officially published "Invitation to Bid," the Contractor did, in accordance therewith, file with the City a proposal containing an offer which was invited by said notice, and

Whereas, the City has heretofore determined that said offer was the lowest responsible bid submitted; now, therefore, it is agreed:

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: 2026 SLURRY SEAL PROJECT JOB NUMBER: 19-26-PW

The further terms, conditions and covenants of the contract are set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. Invitation to Bid, as published by the City.
- B. Specifications prepared for this project by the City and named above by title.
- C. Detailed Plans listed and described in said Specifications, together with those which may be issued as supplements thereof.
- D. The bid proposals submitted by the Contractor as to those items and/or alternatives accepted by the City.
- E. Any written change orders, additions or deletions, if any, issued by the City, pursuant to this agreement.
- F. Indemnification and insurance provisions included in the project documents shall apply to this agreement.

Section 2. In consideration of faithful compliance with the terms and conditions of this agreement, whether set forth herein or incorporated by reference, the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of **Four Hundred and Thirty-four Thousand dollars (\$434,000.00)** which sum is subject, however, to increase or decrease in such proportion as the quantities named in said proposal are so changed, all as in said specifications and proposal provided.

In witness whereof, said Contractor and said City have caused this agreement to be executed on the day and year first written above.

Doolittle Construction LLC
CONTRACTOR (Firm Name)


Signature of authorized officer

Marc Thoreson Senior Vice President
Name and title of officer (print or type)

DOOLICL960C
WA Contractor's Registration Number

122,828-02
Industrial Insurance Account Number

602 351 934
Uniform Business Identification (UBI) Number
(For corporations, LLC's and other legal entities)

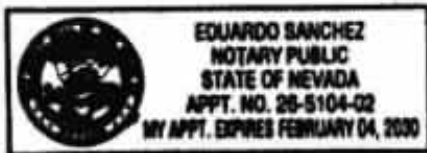
775-691-7232
Phone Number

STATE OF ~~WASHINGTON~~ Nevada)
COUNTY OF ~~KING~~ Washoe) SS

Nevada

On this day before me, the undersigned, a Notary Public in and for the State of ~~Washington~~, duly commissioned and sworn, personally appeared Marc Thoreson, to me known to be the Senior Vice President of Doolittle Construction LLC, the legal entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said legal entity, for the uses and purposes therein set forth, and on oath stated that he/she was authorized to sign said instrument.

Given under my hand and official seal this 7th day of July, 2026.




Print Name: Eduardo Sanchez
NOTARY PUBLIC in and for the State of Nevada
~~Washington~~, residing Reno
Commission expires: 2/4/2030

(For individuals and d/b/a's)

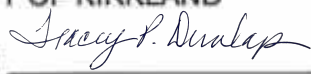
STATE OF WASHINGTON)
COUNTY OF KING) SS

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2026.

Print Name: _____
NOTARY PUBLIC in and for the State of ~~Washington~~
Washington, residing _____
Commission expires: _____

CITY OF KIRKLAND

BY: 
Tracey Dunlap, Deputy City Manager

CITY OF KIRKLAND
CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE

2026 Slurry Seal Project
JOB NO. 19-26-PW

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select

One

- ☐ (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.
- ☒ (2) Retainage Bond
- ☐ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)
- The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.*
- ☐ (4) Deposited by the City in an interest-bearing account at the FDIC insured bank currently providing contracted banking services to the City of Kirkland. Interest on such account shall be paid to the contractor. Any fees incurred shall be the responsibility of the contractor.

CONTRACTOR: Doolittle Construction LLC

Signature: 

Print or Type Name: Marc Thoreson

Title: Senior Vice President

Date: July 7th, 2026



PERFORMANCE BOND

Surety to have an A.M. Best rating of A-:VII or better.

Bond No. EACX4059161

KNOW ALL PERSONS BY THESE PRESENTS, that **Doolittle Construction LLC**, as Principal, and Endurance Assurance Corporation (insert name of surety), as Surety, a corporation duly organized under the laws of the State of Delaware (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of Four Hundred Thirty Four Thousand and no/100 dollars (\$ 434,000.00), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **2026 Slurry Seal Project job number: 19-26-PW**, which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and
2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this 7th day of July, 2026

Principal: Doolittle Construction, LLC

Surety: Endurance Assurance Corporation

By: [Signature]

By: [Signature]

Title: Marc Thoresen Senior VP.

Title: Jim S. Kuich, Attorney-in-fact

Address: PO Box 1819

Address: PO Box 3018, Bothell

City/Zip: Snoqualmie, WA 98065

City/Zip: Bothell, WA 98041-3018

Telephone: () 775-691-7232

Telephone: () (425)489-4500

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.



LABOR, MATERIAL AND TAXES PAYMENT BOND

Surety to have an A.M. Best rating of A-:VII or better.

Bond No. EACX4059161

KNOW ALL PERSONS BY THESE PRESENTS, that, **DooLittle Construction LLC**, as Principal, and Endurance Assurance Corporation, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of Delaware (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of Four Hundred Thirty Four Thousand and no/100 **Dollars (\$ 434,000.00)**, lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **2026 Slurry Seal Project job number: 19-26-PW**, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

3. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit or action.

(Form continues on next page)

4. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and

82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the City.

Signed this <u>7th</u> day of <u>July</u> , <u>2026</u>	
Principal: <u>Doolittle Construction, LLC</u>	Surety: <u>Endurance Assurance Corporation</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>Marv Thoresen Senior V.P.</u>	Title: <u>Jim S. Kuich, Attorney-in-fact</u>
Address: <u>PO Box 1819</u>	Address: <u>PO Box 3018</u>
City/Zip: <u>Snoqualmie, WA 98065</u>	City/Zip: <u>Bothell, WA 98041-3018</u>
Telephone: <u>(775) 691-7232</u>	Telephone: <u>(425) 489-4500</u>

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Chad M. Apple, Dana Brown, Darrin Godfrey, Dean R. Pollock, Dean R. Young, Emma C. Doleshel, Heather L. Allen, Jim S. Kulich, Jim W. Doyle, Kristen McGilvrey, Michael A. Murphy, Nadya Alami, Ching Yan Natalie Chau, S. M. Scott, Shawna Johnson, Summer Elizabeth Kay Hugh, Theresa A. Lamb, Tina Ann Costa, Grant E. Ingalls, Michaela Olivieri, Veronica McKay

as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAC and said resolution has not since been revoked, amended or repealed.

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: *Richard M Apple*
Richard Appel, SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Apple*
Richard Appel, SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Apple*
Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Apple*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/her/it is an officer of each of the Companies, and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25 day of May, 2023

By: *Daniel S. Julie*
Daniel S. Julie, Secretary

NOTICE: U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International, 12890 Lebanon Road, Mount Juliet, TN 37122-2870

RETAINAGE BOND
RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

Contract Title	2026 Slurry Seal Project
Contract Number	19-26-PW
Contractor Name	Doolittle Construction, LLC

The Undersigned, Doolittle Construction, LLC, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and Endurance Assurance Corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto City of Kirkland, hereinafter called Obligor, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of Twenty One Thousand Seven Hundred and no/100 Dollars (\$ 21,700.00), Which is 5% of the principal's price on Contract ID 19-26-PW.

WHEREAS, on the 7th day of July, 2026, the said principal herein executed a contract with the Obligor, for the Contract specified above, Contract ID Number 19-26-PW

WHEREAS, said contract and RCW 60.28 require the Obligor to withhold from the Principal the sum of 5 % from monies earned on estimates during the progress of the construction, herein after referred to as earned retained funds.

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

NOW THEREFORE, the condition of the obligation is such that the Principal and Surety are held and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of Five percent (5 %) of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, 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 Obligor. This bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the surety under this bond shall not exceed 5% of the total amount earned by the Principal if no monies are retained by the Obligor on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time provided by applicable law.

Witness our hands this 7th day of July, 2026

SURETY

By: [Signature]
 Name/Title Jim S. Kulich, Attorney-in-fact

OF: Endurance Assurance Corporation

PRINCIPAL

By: [Signature] Marc Thorsen Senior V.P.
 Name/Title

OF: Doolittle Construction, LLC

Surety Name and Local Office of Agent: HUB Northwest

Surety Address and Phone of Local Office and Agent: PO Box 3018, Bothell, WA 98041-3018

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Chad M. Epple, Dana Brown, Darrin Godfrey, Dean R. Pollock, Dean R. Young, Emma C. Dolechal, Heather L. Allen, Jim S. Kuich, Jim W. Doyle, Kristen McGilivray, Michael A. Murphy, Nadya Alami, Ching Yan Natalie Chau, S. M. Scott, Shawna Johnson, Summer Elizabeth Kay Hugh, Theresa A. Lamb, Tina Ann Costa, Grant E. Ingalls, Michaela Olivieri, Veronica McKay

as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/5/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25 day of May, 2023

By: *Daniel S. Lohr*
Daniel S. Lohr, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9600 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870