# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# **AGENDA ITEM SUMMARY**

Meeting Date:	August 22, 2023	[X ] Consent [ ] Ordinance	]	] Regular ] Public Hearing
Department:	Engineering and Pub	lic Works		
Submitted By:	Engineering and Pub	olic Works		
Submitted For	: Road and Bridge Div	rision		

# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order 2021050-57 in the amount of \$271,000 to mill and resurface Flavor Pict Road from Hagen Ranch Road to Jog Road utilizing Palm Beach County's (County) annual asphalt milling and resurfacing contract R2021-0984 (Contract) with Ranger Construction Industries, Inc. (Ranger).

**SUMMARY:** Per County PPM CW-F-050, this work order exceeds the \$200,000 threshold for staff approvals of work orders to annual contracts, thus requiring approval from the Board of County Commissioners (BCC). Approval of this work order will allow the contractual services necessary to construct the improvements. Prior to this meeting date, approximately \$16 million of Ranger's \$50 million Contract that was approved on August 17, 2021, by the BCC, has been spent or encumbered. This Contract is one of three contracts with an available cumulative total of \$50 million for the annual asphalt milling and resurfacing program. The Affirmative Procurement Initiative selected for this Contract on September 16, 2020 by the Goal Setting Committee is a 15% minimum mandatory Small Business Enterprise (SBE) participation. Ranger agreed to 15% SBE participation for the Contract and 13.98% SBE for this work order. Their cumulative SBE participation, including this work order is 13%. District 5 (YBH)

**Background and Justification:** The County intends to construct the improvements in accordance with the attached work order. The budget for the improvements includes striping and marking costs of \$27,000 bringing the total fiscal impact to \$298,000.

# Attachments:

- 1. Location Map
- 2. Work Order 2021050-57 with Exhibits "A", "B" and "C" (3)

Recommended by:		13JULY 2023
9	ybh County Engineer	Date
Approved By:	11/51/	8/8/2013
- 1	Assistant County Administrator	/ Date

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$298,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$298,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Does this item include the use of federal funds?

Budget Account No:

Fund 3900 Dept 363

Unit R122-121 Object 4612

# Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Outlay Fund

Pavement Mgmt/Roadway Striping FY2022

Flavor Pict Rd from Hagen Ranch Rd to Jog Rd

## Annual Contract

Fiscal Impact	\$ 298,000.00
Striping and Marking	\$ 27,000.00
Asphalt & Milling	\$ 271,000.00

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

B. Approved as to Form and Legal Sufficiency:

C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment.



# **RSF Limits**

# **Flavor Pict Road**

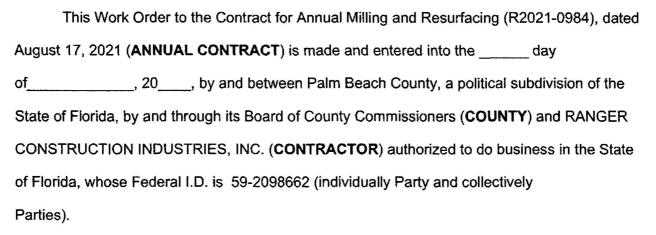
**Hagen Ranch Road to Jog Road** 



LOCATION MAP

ATTACHMENT 1

# WORK ORDER # 2021050-57 TO THE ANNUAL MILLING AND RESURFACING CONTRACT BY AND BETWEEN PALM BEACH COUNTY AND RANGER CONSTRUCTION INDUSTRIES, INC. FOR FLAVOR PICT ROAD FROM HAGEN RANCH ROAD TO JOG ROAD



# WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into an ANNUAL CONTRACT on a work order basis on August 17, 2021 (R2021-0984); and

WHEREAS, the COUNTY desires the CONTRACTOR to mill and resurface Flavor Pict Road from Hagen Ranch Road to Jog Road in Palm Beach County, Florida ("IMPROVEMENTS"); and

WHEREAS, the CONTRACTOR agrees to construct the IMPROVEMENTS in accordance with the terms and conditions of the ANNUAL CONTRACT, and as directed and accepted by the Engineering Department, Road & Bridge Division; and

Re: FLAVOR PICT ROAD FROM HAGEN RANCH ROAD TO JOG ROAD

Work Order No.: 20

2021050-57

WHEREAS, based on the pricing agreed to in the ANNUAL CONTRACT, the Parties agree that a cost not to exceed \$271,000 is appropriate compensation for the services to be performed by the CONTRACTOR to construct the IMPROVEMENTS.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits that flow from each to the other, the Parties hereto agree as follows:

- 1. The above recitals are true and are incorporated herein.
- 2. The CONTRACTOR agrees to construct the IMPROVEMENTS in accordance with the ANNUAL CONTRACT, and as further described in Exhibit "A".
- 3. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$271,000 to construct the **IMPROVEMENTS**. Final payment shall be per documented quantities installed.
- 4. The following Exhibits are attached to and made part of this Work Order:
  - a) Exhibit A Work Order Request and Scope/Cost Estimate; and
  - b) Exhibit B OEBO Schedules 1 and 2; and
  - c) Exhibit C Public Construction Bond

INTENTIONALLY LEFT BLANK

Re: FLAVOR PICT FROM HAGEN RANCH ROAD TO JOG ROAD

Work Order No.:

2021050-57

Yelizaveta Herman, Assistant County Attorney

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order for the IMPROVEMENTS, pursuant to the ANNUAL CONTRACT, on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

OWNER:	CONTRACTOR:
Palm Beach County, Florida, a Political Subdivision of the State of Florida by and through its	Ranger Construction Industries, Inc., a Florida Corporation
BOARD OF COUNTY COMMISSIONERS	
BY: Gregg K. Weiss, Mayor	BY:
	Jamie Timming, Vice President (Printed Name and Title)
ATTEST: Joseph Abruzzo, Clerk of the Circuit Court & Comptroller	CORPORATE S E A L
BY: Deputy Clerk	WITNESS: BY: Wishun Loli
SEAL	Bi. Joseph Mary Good
	<u>Cristina Lolli</u> (Printed Name)
APPROVED AS TO TERMS AND CONDITIONS:	
BY: sc	BY: Who fred
APPROVED AS TO FORM & LEGAL SUFFICIENCY:	Taylor Lombardo (Printed Name)



# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS ENGINEERING & PUBLIC WORKS DEPARTMENT P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

and returning a dupli Signature  Printed Name and Ti  PALM BEACH COUN  Division Approval		Date		ame and Title  APPROVAL?  Oproval	Date:Date
Signature  Printed Name and Ti					Date:
and returning a dupli Signature	tle		Printed N	ame and Title	
and returning a dupli					
•	Da	ate	Signature		Date
CONTRACTOR/CONS Please indicate your	receipt of this Wor		completion	on of the project.	oit with invoice at the Project completed in Indicated Project Specifications.
Name: Chase M. N	Miller	Title: Construct	ion Superinter	ndent Telephon	e Number: 561-233-3999
The Small Business I The estimated SBE p	Enterprise(SBE) go participation for th	al for this contract is $1!$ is request is $13.98\%$ ate for this Contract inc	<u>5 %</u> .		
Darren Prainito, Cor	nstruction Project N	Manager R&B (561)-23	3-3962	is not to excee	d \$271,000
This work shall be c	oordinated with (4	8 hours prior to beginn	ning of work)		
			· · · · · · · · · · · · · · · · · · ·		
The contract duration					<u> </u>
	<del></del>	d directing the contract			d resurface roadway as five (5) working days.
Dotaile: In accordan	so with your contr	act you are to provide	the following	s convices: Mill an	d recurface readway as
CONTRACTOR/CONS CONTACT: Paige W		R: Ranger Construction		nc. VENDO PHONE NUMBER	OR # RANG0001 R: 561-793-9400
CONTRACT NO: 2	021050		CONTRAC	T DATE: August	17, 2021
PROJECT NUMBER:	2023227		BUDGET	INE ITEM: <u>3900-</u>	363-R122-4612
PROJECT LOCATION	/LIMITS: FLAVOR	R PICT ROAD FROM H	AGEN RANC	H ROAD TO JOC	ROAD
OTHER:		STREETSCAPE		BC PO NUMBER:	
CHANGE ORDER I		ROADWAY PRODU		OMMISSION DIST ESOLUTION NO: _	<u> </u>
LOUGHOUSE OFFI		TRAFFIC		EQUESTOR Darre	
NEW AUTHORIZA	2021050-57	✓ ROAD & BRIDGE		ATE May 16, 202	

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# **ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE**

Exhibit A page 2 of 2

PLORIDA					DATE:	5/16/2023
Project Description:	MILL AND RESURFACE			Mainte Distric	enance t:	4
Project Location:	FLAVOR PICT ROAD FROM HAGEN RANCH ROAD TO JOG ROAD		Comm	ission	District:	5
Item #	Item Description	Quantity	Unit	Un	it Price	Amount
1	MILL EXISTING ASPHALT PAVEMENT (1")	25600	SY	\$	2.00	\$ 51,200.00
9	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (>800 TON ORDERS)	1700	TN	\$	108.50	\$ 184,450.00
26	PORTABLE MILLING MACHINE	48	HR	\$	230.00	\$ 11,040.00
RANGER 2021	050			SU	BTOTAL:	\$ 246,690.00
					CONT:	\$ 24,310.00
					TOTAL:	\$ 271,000.00

Prepared By:

CM

# Exhibit B, Pg. 1 of 3

### LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: ANNUAL NAME OF PRIME RESPONDENT/BIDDER: RAI	CING	_ so	LICITATION/PROJECT/BID	No.: 2021050	)			
NAME OF PRIME RESPONDENT/BIDDER: RAI	NGER CON	STRUCTION		_ AD	DRESS: 1645 NORTH CONG		EST PALM BEACH, F	
CONTACT PERSON: Paige Weeks				PH	ONE NO.: 561-817-1052		E-MAIL: Paige, wee	ks@rangerconstruction.com
SOLICITATION OPENING/SUBMITTAL DATE: March 16, 2021					PARTMENT: ENGINEERING	AND PUBLIC	WORKS	
PLEASE LIST THE DOLLAR AMOUNT OF PLEASE ALSO LIST THE DOLLAR AMOUNT OF PROJECT.	R PERCEI UNT OR F	NTAGE OF V PERCENTAG	WORK TO BE	COMPLETED O BE COMPI	BY THE PRIME CONTI	RACTOM CO	ONSULTANT ON TO SUBCONSULTA	THIS PROJECT. NTS ON THE
		ck all Applicable			DC44.50			
	Non-SBE	M/WBE Minority/Wom	<u>SBE</u> en Small		DOLLAR AMOUN	IT OR PERCENT	AGE OF WORK	
Name, Address and Phone Number		Business	Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. SIRDAR TRUCKING		V	V					\$15,830.34
2. ALMAZAN CONSTRUCTION			V		\$22,050			
3.								and additional and the second
4.				<del></del>				
5.								
(Please use additional sheets if necessary)			Total		\$22,050			\$15,830.34
Total Bid Price \$ Planot Pict Road from Hagen Runch Read to Jug Read - (NO 57)	) \$271,600		Total 58	E - M/WBE Particip	\$37,880.34 (13.98%)			
I hereby certify that the above information is accurate	to the best of	my knowledge:	Jamie R T	imming	Digitally signed by Jamle R Timmin Date: 2023.05.23 17:08:42 -04'00' ture	g 	Vice President	le

Note:

- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
- 2. Firms may be certified by Paim Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

# **OEBO LETTER OF INTENT - SCHEDULE 2**

A completed Schedule 2 is a binding document between the any tier) and should be treated as such. The Schedule 2 sha both parties recognize this Schedule as a binding document between the any tier) and should be treated as such. The Schedule 2 sha both parties recognize this Schedule as a binding document between the any tier) and should be treated as such. The Schedule 2 sha both parties recognize this Schedule as a binding document between the any tier) and should be treated as such. The Schedule 2 sha both parties recognize this Schedule as a binding document between the any tier) and should be treated as such. The Schedule 2 sha both parties recognize this Schedule as a binding document between the any tier) and should be treated as such. The Schedule 2 sha both parties recognize this Schedule as a binding document between the any tier) and should be treated as such. The Schedule 2 sha both parties recognize this Schedule as a binding document between the schedule as a binding document between t	<u>ll contain bold</u> cument. All	ed language i Subcontracto	ndicating that by s rs/subconsultants,	igning the Schedule 2, including any tiered
SOLICITATION/PROJECT NUMBER: 2021050				
SOLICITATION/PROJECT NAME: ANNUAL MILLING AND RE	SURFACING			
Prime Contractor: RANGER CONSTRUCTION	Subco	ntractor: AL	MAZAN CONS	TRUCTION LLC
(Check box(s) that apply)  ☑SBE □WBE ☑MBE □M/WBE □Non-S/M/WBE	Date of Palm B	each County C	ertification (if applic	able): August 2, 2022
The undersigned affirms they are the following (select one fro	m each column	if applicable	):	Column 3
☑ Male ☐ Female ☐ African-American/Black ☐ Hispanic American	□Asian Ameria □Native Amer		asian American	□Supplier
S/M/WBE PARTICIPATION - S/M/WBE Primes must document all w properly executed Schedule 2 for any S/M/WBE participation may re to be performed or items supplied with the dollar amount and/or pe which the S/M/WBE is certified. A detailed proposal may be attached	sult in that partic rcentage for eacl	ipatlon not bei work item. S/	ng counted. Specify in M/W8E credit will onl	detail, the scope of work
Line Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
Asphalt Milling & Clean-up	\$4,900	4.5		\$22,050
				<del>                                     </del>
The undersigned Subcontractor/subconsultant is prepared to self-pe at the following total price or percentage:	gan Ranch to Jog Road Wi	) 57		
If the undersigned intends to subcontract any portion of this work amount below accompanied by a separate properly executed Sche	dule 2.			
Name of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant				
Print Name of Prime		Jesus ( Name of Subco	24221 ntractor/subconsultar	nt
By:Authorized Signature	_ Ву: _		Authorized Signature Con 24	
Print Name		Name		
Title	Title		*****	
Date:	Date:	5-14	1-2023	

Revised 09/17/2019

Revised 09/17/2019

## **OEBO LETTER OF INTENT - SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for

both par Subcontra the bid/p	and should be treated as such. The Schedule 2 shattles recognize this Schedule as a binding doc actors/subconsultants, must properly execute this do roposal.	<u>ll contain boloument</u> . All	ed language i Subcontracto	ndicating that by sirs/subconsultants,	including any tiered
SOLICITA	TION/PROJECT NUMBER: 2021050	CUDEACING		inn .	
SOLICITA	TION/PROJECT NAME: ANNUAL MILLING AND RE	SURFACING	j		
	ntractor: RANGER CONSTRUCTION	Subco	entractor: SIF	RDAR TRUCK	ING
	ox(s) that apply)  ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE	Date of Palm B	each County C	ertification (if applic	<sub>able):</sub> May 7, 2024
The unde	rsigned affirms they are the following (select one fro				Column 3
□Male ©		☑Asian Ameri ☑Native Amer		asian American	□Supplier
to be perfe	xecuted Schedule 2 for any <u>S/M/WBE</u> participation may responsed or Items supplied with the dollar amount and/or per S/M/WBE is certified. A detailed proposal may be attached Item Description	centage for each	work item. S/ xecuted Schedu	M/WBE credit will only lie 2.  Contingencies/	· ·
Item	HAULING AGGREGATE FOR ASPHALT	\$75	Units 211.07	Allowances	\$15,930,24
	HAULING AGGREGATE FOR ASPHALT	3/3	211.07		\$15,830.34
at the follo	signed Subcontractor/subconsultant is prepared to self-per owing total price or percentage:175@20.06.58475154601 Ped Icon Nation Ped	In Jug Flood WO 97		in conjunction with th	e aforementioned project
	ersigned intends to subcontract any portion of this work t elow accompanied by a separate properly executed Sched		entractor/subco	onsultant, please list t	he business name and the
	rme of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant		or Percentage:		
		Sire	dar Truck	ing Inc	
	Print Name of Prime			ntractor/subconsultan	
	Ru	.: 8v:	Shoding.	the In all	
	By:Authorized Signature	1'		uthorized Signature	The second secon
			olmattie S	irdar	
	Print Name		<sub>Name</sub> esident		
		- Pre	Siuciii		
	Title		5/18/202	3	
	Date:	_ Date:	01101202		Antiques of the second

BOND NUMBER:	107829302
BOND AMOUNT:	\$271,000.00
CONTRACT AMOUNT:	\$271,000.00
CONTRACTOR'S NAME:	Ranger Construction Industries, Inc.
CONTRACTOR'S ADDRESS	West Palm Beach, FL 33409
CONTRACTOR'S PHONE:	561-793-9400
SURETY COMPANY:	Travelers Casualty and Surety Company of America
SURETY ADDRESS:	One Tower Square Hartford, CT 06183
SURETY PHONE:	800-842-8496
OWNER'S NAME:	Palm Beach County
OWNER'S ADDRESS:	2300 North Jog Road, Suite 3W-33 West Palm Beach, FL 33411-2745
OWNER'S PHONE:	561-684-4150
PROJECT NO.:	Work Order 2021050-57
DESCRIPTION OF WORK:	FLAVOR PICT ROAD FROM HAGEN RANCH ROAD TO JOG ROAD Asphalt Milling and Paving
PROJECT LOCATION:	FLAVOR PICT ROAD FROM HAGEN RANCH ROAD TO JOG ROAD
LEGAL DESCRIPTION:	No legal description is available.  The best description available is indicated in the Project Location above.

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners 301 N. Olive Avenue

West Palm Beach, Florida 33401

contract; and

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of: \$271,000.00

гер		urety bind themselves, their heirs, personal auccessors and assigns, jointly and severally, firmly by these	
WI-	HEREAS, Principal has by written agree atract with the County for:	ement dated, 20, entered into a	
Pro	ject Name:	FLAVOR PICT ROAD FROM HAGEN RANCH ROAD TO JOG ROAD	
Project No.:		Order 2021050-57	
	ject Description:	See Page PCB-1	
	ect Location:	See Page PCB-1	
in a	accordance with Design Criteria Drawing	s and Specifications prepared by:	
Nai	me of Engineering/Architectural Firm:	TBD	
Location of Firm:		TBD	
Phone:		TBD	
Fax:		TBD	
wh	ich contract is by reference made a part he	ereof in its entirety, and is hereinafter referred to as the Contract,	
****	non communities by read once much a parent	or or many and to the distance reserves to as and oblinately	
TH	TE CONDITION OF THIS BOND is that	if Principal:	
1.	Performs the contract dated	between Principal and County for the construction of the t being made part of this bond by reference, at the times and in nd	
2.	. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and		
3.	Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the		

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in

the contract, then this bond is void; otherwise it remains in full force.

- 5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
- 6. 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 construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
- 8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
- 9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST: Ranger Construction Industries, Inc. (Seal) THYLOR LONBARDO (Print Name) KOMINISTRATOR CONTRACTS (Title) (Principal) ATTEST: Travelers Casualty and Surety Company of America CRISTINA LOLLI (Print Name) Witness to Surety am Phelps, Attorney-In-Fact and FL Resident Agent (Title) (Surety)

PROJECT NO.:	Work Order 2021050-57	
DESCRIPTION OF WORK:	FLAVOR PICT ROAD FROM HAGEN RANCH ROAD TO JOG ROAD	
	Asphalt Milling and Paving	
PROTECTION ACCUMINATION	THE LIVER PROTECTION AND TRANSPORTED AND TRANS	
PROJECT LOCATION:	FLAVOR PICT ROAD FROM HAGEN RANCH ROAD TO JOG ROAD	
SURETY COMPANY:	Travelers Casualty and Surety Company of America	
SURETY ADDRESS:	One Tower Square	
	Hartford, CT 06183	
SURETY PHONE:	800-842-8496	
BOND NUMBER:	107829302	
BOND AMOUNT:	\$271,000.00	
CONTRACT AMOUNT:	\$271,000.00	

As the Surety Company for Ranger Construction Industries, Inc. we have executed the captioned bond. Because the contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, <u>Travelers Casualty and Surety Company of America</u>, permission is hereby granted to Palm Beach County to fill in the contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.



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 WILLIAM D PHELPS of MELBOURNE. Florida 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.

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 Assistant Vice President, any Assistant Vice President, any Assistant Vice President, 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

day of







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.