

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Benchmark
- B. Project Name: 27 Northport Drive Office Renovation.
- C. Project Location: 27 Northport Drive, Portland, ME.
- D. Owner: Cumberland County Government.
- E. Architect: WSP USA, 2 Monument Square, Suite 200, Portland, ME 04101.
- F. Architect Project Number: 3529230025.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by WSP USA and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances indicated in Section 012100 "Allowances, necessary to complete the construction of the above-named Project, in accordance with the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Three million three hundred eighty four thousand Dollars
(\$ 3,384,908) nine hundred eight

1.3 ALTERNATES

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular Alternates are accepted by Owner. Amounts listed for each Alternate include costs of related coordination, modification, or adjustment.
- B. If the Alternate does not affect the Contract Sum, the Bidder to indicate "NO CHANGE."
- C. If the Alternate does not affect the Work of this Contract, the Bidder to indicate "NOT APPLICABLE."
- D. The Bidder is responsible for determining from the Contract Documents the effects of each Alternate on the Contract Time and the Contract Sum.

- E. Owner reserves the right to accept or reject any Alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any Alternates by Owner is to have no effect on the Contract Time unless the Alternate description below provides a formatted space for the adjustment of the Contract Time.
- G. Alternate Bid Item No. 1: RTU-1B Replacement:
- ☒ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.
 - Sixty-nine thousand Dollars (\$ 69,000).
 - Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.
- H. Alternate Bid Item No. 2: RTU-2A Replacement:
- ☒ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.
 - Sixty-nine thousand Dollars (\$ 69,000).
 - Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.
- I. Alternate Bid Item No. 3: RTU-2B Replacement:
- ☒ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.
 - Sixty-nine thousand Dollars (\$ 69,000).
 - Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.
- J. Alternate Bid Item No. 4: RTU-3A Replacement:
- ☒ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.
 - eighty thousand Dollars (\$ 80,000).
 - Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

K. Alternate Bid Item No. 5: RTU-3B Replacement:

1. ☒ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.
2. eighty thousand Dollars (\$ 80,000).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

L. Alternate Bid Item No. 6: Girder Reinforcement, Solar Emergency Disconnect and Conduit:

1. ☒ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.
2. Sixty thousand Dollars (\$ 60,000).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

1.4 BID SECURITY

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached Bid Security, as liquidated damages for such failure as follows:

1. In the following amount constituting 5 percent of the Base Bid amount above:
 - a. Bid Bond Dollars (\$ _____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, or bid bond.

1.5 TIME OF COMPLETION

A. Time of Completion:

1. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within the timeframe listed in the Invitation to Bid.

1.6 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 06/26/2024.
2. Addendum No. 2, dated 07/11/2024.
3. Addendum No. 3, dated 07/18/2024.
4. Addendum No. 4, dated 07/19/2024.
- Addendum No. 5 Dated 07/24/2024

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto:

1. Cumberland County Maine Federally Required Provisions Pursuant to the American Rescue Act.
2. Bid Form Supplement – Bid Bond Form (AIA Document A310-2010) or certified check..

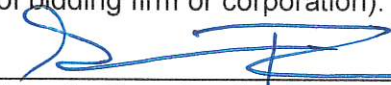
1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Maine, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 30th day of July 2024.

- B. Submitted by: Benchmark
(Name of bidding firm or corporation).

- C. Authorized Signature: 
(Handwritten signature).

- D. Signed by: Sam Rush
(Type or print name).

- E. Title: CEO
(Owner/Partner/President/Vice President).

- F. Witnessed by: 
(Handwritten signature).

- G. Attest: 
(Handwritten signature).

H. By: Kimberly Rice
(Type or print name).

I. Attester Title: Admin
(Corporate Secretary or Assistant Secretary).

J. Street Address: 34 Thomas Drive

K. City, State, Zip: Westbrook, ME 04092

L. Phone: 207-
591-7600

M. License No.:

N. Federal ID No.:
01-0479628

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

BENCHMARK	Schedule of Values
	JOB: 27 Northport
	DATE: 07/30/2024
Division	Pricing
Div 1: General Conditions	258,857
Div 2: Demolition	63,148
Div 3: Concrete	13,996
Div 5: Metals	93,653
Div 6: Rough Carpentry and Finish Carpentry	147,213
Div 7: Thermal and Moisture Protection	42,414
Div 8: Openings	65,622
Div 9: Finishes	606,932
Div 10: Specialties	141,119
Div 12: Furnishings	29,168
Div 21: Sprinkler	91,111
Div 22: Plumbing	
Div 23: HVAC	790,608
Div 26: Electrical	1,006,517
Div 31: Sitework	40,520
Total:	3,384,908 0

<i>Alternate 1: Replacement of RTU-1B</i>	
Div 23: HVAC	60,000
Div 26: Electrical	9,000
Total:	69,000

<i>Alternate 2: Replacement of RTU-2A</i>	
Div 23: HVAC	60,000
Div 26: Electrical	9,000
Total:	69,000

<i>Alternate 3: Replacement of RTU-2B</i>	
Div 23: HVAC	60,000
Div 26: Electrical	15,000
Total:	80,000

<i>Alternate 4: Replacement of RTU-3A</i>	
Div 23: HVAC	65,000
Div 26: Electrical	15,000
Total:	80,000

<i>Alternate 5: Replacement of RTU-3B</i>	
Div 23: HVAC	65,000
Div 26: Electrical	15,000
Total:	80,000

<i>Alternate 6: Girder Reinforcement, Solar Emergency Disconnect and Conduit</i>	
Div 5: Metal	50,000
Div 26: Electrical	10,000
Total:	60,000



***FEDERALLY REQUIRED PROVISIONS PURSUANT TO THE
AMERICAN RESCUE PLAN ACT***

If you have any questions while completing this paperwork

Please contact:

Cumberland County Compliance and Audit Manager
142 Federal Street Room 100
Portland ME, 04101
207-209-4940

warren@cumberlandcounty.org

The American Rescue Plan Act

Each Prime contractor or subcontractor shall state as an initial part of contract, compliance with PART 200 - Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards. All contracts must contain all of the following documents, signed and completed.

Required Document Checklist

Prime Contractor

1. ☐ Certification of the Prime Contractor regarding Disbarment (**Please include a print out from SAMs, showing standings**)
2. ☐ Certification of the Prime Contractor regarding conflict of interest
3. ☐ Certification of the Prime Contractor regarding EEO and signed EEO Statement
4. ☐ Certification of the Prime Contractor regarding Federal Provisions

Subcontractor

1. ☐ Certification of the Subcontractor regarding Disbarment
2. ☐ Certification of the Subcontractor regarding conflict of interest
3. ☐ Certification of the Subcontractor regarding EEO and signed EEO Statement
4. ☐ Certification of the Subcontractor regarding Federal Provisions

NOTE: Prime Contractors & Subcontractor MUST READ THE FEDERAL PROVISIONS REQUIREMENTS OF THIS PACKET PRIOR TO WORKING ON THIS PROJECT

CUMBERLAND COUNTY
Maine

CONTRACTOR DISBARRED OR SUSPENSION

Prime Contractor

Contractor: Benchmark Telephone: 207-591-7600 Ext. _____
Contact Person: Sam Rush Fax: 207-591-7604
E-mail: srush@benchmarkconstruction.org Tax ID: 01-0479628
BID PRICE: \$ _____ BID DATE: 07 / 30 / 2024
PROJECT LOCATION: 27 Northport Dr. Portland PROJECT # 3529230025

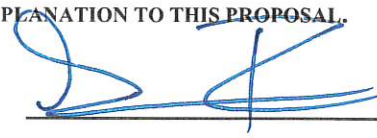
THIS CERTIFICATION IS REQUIRED BY THE REGULATIONS IMPLEMENTING EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, 29 CFR PART 98, SECTION 98.510, PARTICIPANTS' RESPONSIBILITIES. THE REGULATIONS WERE PUBLISHED AS PART VII OF THE MAY 26, 1988 FEDERAL REGISTER (PAGES 19160-19211).

1. THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT IT AND ITS PRINCIPALS:

- a) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
- b) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION, VIOLATION OF FEDERAL OR STATE ANTI-TRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;
- c) ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH 1.B OF THIS CERTIFICATION; AND
- d) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION/PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

2. WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

Sam Rush, CEO

 7/29/24

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE

*****Please attach a print out of good standing from SAM.Gov*****

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

Conflicts of interest arise when officials or staff stand to benefit either directly themselves or indirectly through business partners or relatives from the awarding or contracting of grant funds. When conflicts of interest arise, ARPA Staff will identify, disclose, and manage them in compliance with Super Circular (2 CFR Part 200.112 Conflict of Interest) and 24 CFR Part 570.611 Conflict of Interest for ARPA.

In the procurement of supplies, equipment, construction, and services by the subrecipients, the conflict of interest provisions in 2 CFR 200.318 shall apply. In all cases not governed by 2 CFR 200.318, this policy will be followed. Such cases include the acquisition and disposition of real property and the provision of assistance by its subrecipients/entities to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

A Conflict of Interest is a real or apparent incompatibility between a person's private interests and his/her public or fiduciary duties. For the purposes of ARPA, the rule is that no persons who are a (n):

- Employee,
- Agent,
- Consultant,
- Officer,
- Elected Official, and/or
- Appointed official

OF THE:

- Town, City or County under the Cumberland County jurisdiction.
- Recipient of ARPA funds (applies to all non-profit agencies)
- Federal Government

WHO:

- Exercise or have exercised any functions or responsibilities with respect to ARPA activities, and/or
- Are in a position to participate in decision making process or gain inside information with regard to such activities,

SHALL NOT:

- Obtain a financial interest or benefit from a ARPA -assisted activity,
- Have a financial interest in any contract, subcontract, or agreement with respect to a ARPA -assisted activity, or with respect to the proceeds of the ARPA -assisted activity.

Either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

EXCEPTIONS

Upon the written request of the recipient, Treasury may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements below:

Treasury will consider an exception only after the recipient has provided the following documentation:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and description of how the public disclosure was made. AND
2. An opinion from the Cumberland County-Legal Department must be obtained indicating the interest for which the exception is sought would not violate State or local law.

IMPORTANT: *Mere submission of a request for an exception does not authorize a recipient to engage in any activity or enter into any contract that constitute a conflict. An exception is not granted until the subrecipient receives such determination in writing from the County as instructed by Treasury.*

In order to successfully obtain an exception from Treasury, the following points must be addressed:

- Significant cost benefit or essential expertise to the project.

- Opportunity for open competitive bidding or negotiation
- Person affected:
 - Member of low or moderate income class of persons intended to be beneficiaries of the assisted activity.
 - Exception will permit such person to receive same benefits as the class.
- Person affected has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the assisted activity.
- Interest or benefit was present *before* affected person was in the conflicting position.
- Undue hardship to subrecipient or person affected which weighed against public interest served by avoiding the prohibited conflict.
- Any other relevant considerations.

**** CONFLICT OF INTEREST FORMS MUST BE SIGNED BY ADMINISTRATION, STAFF AND BOARD OF DIRECTORS.**

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

No employee, officer or agent of Cumberland County, or its set a sides communities, sub-grantee or subrecipient shall participate in selection, award or administration of contract or conduct business with a vendor if a conflict of interest, real or apparent would be involved.

- A. the employee, officer or any agent
- B. a member of his/her immediate family
- C. his or her partner
- D. an organization, which employs or is about to employ, any of the above, has financial or other interest in the firm selected for award.

Cumberland County's, sub-grantee or subrecipient, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential

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contractors, or parties to sub-agreements, vendors or potential vendors. Depending on gravity, violation of this Conflict of Interest could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.


Non-disclosure Policy any Cumberland County employee, sub-grantee or subrecipient shall make no disclosure of verbal or written price quotations. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the County or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

Personal Interest No member of the County Commissioners or any officer or employee of the County, sub-grantee or subrecipient shall have a financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract or in the sale to the County of Cumberland, sub-grantee or subrecipient or to a contractor supplying the County of Cumberland, sub-grantee or subrecipient of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the County of Cumberland. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the County of Cumberland, sub-grantee or subrecipient found guilty shall there by forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the County of Cumberland, sub-grantee or subrecipient shall render the contract void by the Compliance and Audit Director or the County Commissioners.

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Samuel Rosh CEO

Employee Print or type Name and Position/Title



Signature

Benchmark

Company Name

07/30/24

Date

**CERTIFICATION OF PRIME CONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

Certification by Prime

Name of prime contractor: Benchmark

Address of prime contractor: 34 Thomas Drive, Westbrook, ME 04092

Tax ID # of prime contractor: 01-0479628

1. Contractor has participated in a previous contract or subcontract subject to the EEO Clause.

☒ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes ☒ No

3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.

☒ Yes ☐ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any contractor or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the contractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

By signing below, you are certifying your answers to the four questions above were truthful:

Sam Rush, CEO

Name and Title of Authorized Representative (print or type)


Signature of Authorized Representative

07/30/24
Date of Signature

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

E.O. 11246 requires covered contractors and subcontractors to refrain from discrimination and to engage in affirmative steps to ensure that applicants and employees receive equal employment opportunity regardless of race, color, religion, sex, sexual orientation, gender identity, and national origin. Additionally, E.O. 11246 prohibits contractors and subcontractors from taking adverse action against employees or applicants for asking about, discussing or disclosing their pay or the pay of their co-workers.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



General Contractor Signature
Sam Rush

General Contractor Printed Name

07/30/24

Date

FEDERAL REQUIREMENTS FOR SLFRF

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any ARPA contract on the basis of familial status, sexual orientation or sex.

2. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. SECTION 202 OF EXECUTIVE ORDER 11246 Applicable to Federally assisted construction contracts and related subcontracts. During the performance of this contract, the contractor agrees as follows:

- A. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
- B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.
- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- E. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a

contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.

4. **Disbarment & Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. **CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.** Prior to the award of any construction contract or subcontract, the Contractor shall submit signed Certification of Non-segregated Facilities Forms for him/herself and all subcontractors.

6. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

7. LABOR STANDARDS

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- A. **Specific to ARAP and when it is the sole source of federal funds, Davis Bacon is NOT applicable unless the total cost of the project will exceed 10 Million dollars:**
- B. recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of

laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- (a) The number of employees of contractors and sub-contractors working on the project;
- (b) The number of employees on the project hired directly and hired through a third party;
- (c) The wages and benefits of workers on the project by classification; and
- (d) Whether those wages are at rates less than those prevailing.
- (e) The County must maintain sufficient records to substantiate this information upon request.
- (f) A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
10. **Copeland Anti-Kickback Act** requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency

11. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION
TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

A. Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. They shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

12. **THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.** (P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.S.A 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.
13. **ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED,** and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.
14. **THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.
15. **MINORITY BUSINESS ENTERPRISES** Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.
16. **SECTION 319 OF PUBLIC LAW 101-121**The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.
17. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See: § 200.323. See § 200.216. See § 200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
18. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
19. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
20. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

CUMBERLAND COUNTY
Maine

21. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
22. **Debts Owed the Federal Government.** Any funds paid to Recipient
1. in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award;
 2. that are determined by the Treasury Office of Inspector General to have been misused; or
 3. that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
23. **Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
24. **Protections for Whistleblowers.**
- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
25. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
26. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

The Prime Contractor hereby agrees, to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the Bid and thereby award. The contractor acknowledges that they have read and understand said provisions hereto.

Insert Name Here:



Authorized Representative:

Title: CEO Date signed:

07/30/24

BENCHMARK • Active Registration

Unique Entity ID:
DSM7PN1UFAY3

Doing Business As:
(blank)

Purpose of Registration:
All Awards

Expiration
Date

Oct 11, 2024

CAGE/NCAGE:
5AKT4

Physical Address:
34 THOMAS DR
WESTBROOK, ME 04092-3824
USA

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Benchmark
34 Thomas Drive
Westbrook, ME 04092

OWNER:

(Name, legal status and address)

Cumberland County Government
142 Federal Street, Suite 100, Portland, ME 04101

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

27 Northport Drive Office Renovation, Portland, ME - Architect Project No.
3529230025

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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 has important legal consequences. 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.

Signed and sealed this 30th day of July, 2024.

Kimberly Rice
(Witness)

Marjorie J. Schmieks
(Witness) Marjorie J. Schmieks

Benchmark
(Contractor as Principal) (Seal)

By: [Signature]
(Title) CEO

Berkley Insurance Company
(Surety)

By: [Signature]
(Title) Deron K. Treadwell, Attorney-in-Chief



Init.

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Deron K. Treadwell**

Surety Bond No.: Bid Bond

Principal: Benchmark

Obligee: Cumberland County Government

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

(Seal)



Attest:

By *Philip S. Welt*
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By *Jeffrey M. Hafter*
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDEAKEN
NOTARY PUBLIC
CONNECTICUT**

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundakken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of July, 2024.

(Seal)



Vincent P. Forte
Vincent P. Forte