

Project Performance

THIS AGREEMENT, made and entered into by and between the Muskogee Board of County Commissioners, Muskogee County, Oklahoma, a political subdivision of the State of Oklahoma, and hereinafter referred to as the "County", and RRY Services, LLC.

hereinafter called "Contractor".

WITNESSETH:

That for and in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Recitals. The "County" has heretofore called for bids for the construction of _____
Stricklin Bridge - Local ID# 187, NBI#04141

Hereinafter called the "Project", the same to be in accordance with the plans and specifications therefore prepared by Central Engineering District 2 (CED2) hereinafter referred to as "Engineer", which plans and specifications are on file in the office of the Muskogee County Clerk at the Muskogee County Services Building and are further identified as all the contract documents, blueprints, drawings and any addenda thereto and are hereby made a part hereof; all of which instruments shall be hereinafter referred to as "plans and specifications", which shall mean the plans, specifications, drawings, general conditions and any and all other instruments prepared and filed with the County Clerk in connection with this project. Notice to bidders dated July 12th, 2021 wherein the "County" called for bids as the aforesaid, was published in the Muskogee Phoenix Newspaper on July 13th, 2021 as appears more fully in the affidavit of the Muskogee Phoenix Newspaper, said affidavit being on file in the office of the County Clerk of Muskogee County. Pursuant to advertisement for bids, the sealed bid proposal of the "Contractor" was duly received and publicly opened on the date and at the time prescribed in the Notice to Bidders, in the County Commissioner's Board Room, Muskogee County Services Building, and read aloud as were all other bids duly received. The bid of the "Contractor" is now on file in the County Clerk's office and is incorporated herein and made a part hereof by reference, as fully as if copied at length herein. By order and direction of the Muskogee Board of County Commissioners, all bids received for this project were filed and examined to determine the lowest and best bid therefore. Thereafter, on August 9th, 2021, at regular meeting of the Muskogee Board of County Commissioners, the "Contractor's" bid was accepted as the lowest and best bid for said construction. "Contractor" admits that he/she/they has visited the site of the project and that the plans and specifications are sufficient to accomplish their intended purposes, to which the "Contractor" does agree and warrant. This contract, together with the plans and specifications, general conditions, "Contractor's" bid and any other documents hereinafter identified, constitutes the entire agreement between the parties hereto.

2. Bonds, Insurance and Indemnity. "Contractor's" performance bond, maintenance bond, statutory bond, and all insurance policies, shall be submitted to the "County" for approval by the District Attorney concurrently with the submission of this agreement. This contract shall be of no force or effect until all such bonds, insurance policies and/or insurance certificates required herein and in the contract documents are submitted to the District Attorney's office and there approved as to form and content and placed on file in the office of the County Clerk of Muskogee County. Upon approval of the bonds, insurance policies, and/or insurance certificates required herein and the contracts due execution and filing, the "Contractor's" bid bond shall be released.

Contractor shall submit all bonds, insurance policies and/or insurance certificates required in the plans and specifications and in the general conditions and contract documents, and shall do no work on this project until the same have been approved by the "County". The "Contractor" shall purchase and maintain property insurance, if required upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the "County" the "Contractor", Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

Contractor shall at all times save and hold the "County" harmless from any damage, loss or expense due to the performance of this contract and/or "Contractor's" operation hereunder. It is further understood and agreed that if any part of "Contractor's" work depends upon the work of any other contractor, firm or person, other than one of the "Contractor's" subcontractors, "Contractor" shall inspect and promptly report to "County" and/or Engineer any and all defects of such work as would render it unsuitable for proper performance under this contract. The term "work" shall mean labor and materials and/or the furnishing and performance thereof. Failure by "Contractor" to inspect and report any such deficiency by any contractor other than one of his sub-contractors as not being fit, adequate and proper work for the reception of the work to be done by "Contractor" shall not exclude "Contractor" from timely, due and proper performance of his work under this contract, and this clause shall not be construed or interpreted as relieving the "Contractor" of any and/or the primary responsibility hereunder to report such deficiency.

Due and proper performance under this contract shall mean that all work shall be performed in a good and first-class workmanlike manner, and the requirement of due performance of this contract in a good and workmanlike manner shall extend to and encompass any and all work done under this contract by the "Contractor" and/or any of his sub-contractors.

3. Scope of Work. The work to be done and performed by the "Contractor" is that contained in the basic bid proposal in which the "Contractor" has agreed to do such work for the base sum of \$ 138,420.34. In consideration of the payment thereof, "Contractor" shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials and supplies, all necessary tools and equipment required to commence, perform and complete this project in strict accordance with the plans and specifications.

4. Construction. It is understood and agreed that "Contractor" shall, within ten (10) days after receipt of a work order commence the performance of this contract, and shall thereafter diligently prosecute such performance until completion of same. In any event, "Contractor" shall complete construction and performance of this contract within 60 calendar days from the date of the work order, in accordance with the bid proposal of "Contractor", and pursuant to the conditions stipulated in the general conditions. "Contractor" shall at all times be represented at the site of the project by a competent foreman or superintendent satisfactory to "Engineer". Said representative shall have authority to act for the "Contractor" in all respects and in all matters concerning the work and performance of this contract, and any commitment, action or representation made by said agent shall be fully binding upon "Contractor" as fully as if made by it. All work shall be performed in a good and first-class, workmanlike manner in strict accordance with the said plans and specifications.

5. Title. Title to all materials to be furnished by "Contractor" shall remain in "Contractor", and "Contractor" shall retain all risk of loss or injury to said materials until final approval and acceptance of complete performance of this contract.

6. Alterations and Extras. It is hereby specifically noted and agreed that neither "Engineer" nor any other agent of Muskogee County has authority to vary, modify or add to the terms and conditions of the contract documents to the prejudice of the "County". "Contractor" shall not be entitled to any claim for extras in any amount, whether performed or not, unless before the commencement thereof such extras shall have been approved and authorized in writing by the Board of County Commissioners of Muskogee County, and ratifications of any extras subsequent to the act shall be illegal and not binding upon "County".

7. Subcontracts. A subcontractor is a person who has a direct contract with the "Contractor" to perform any of the work at the site. The "Contractor" shall submit a list of all subcontractors proposed for the principal portions of the work within five (5) calendar days from the date hereof. Approval of all subcontractors must be had before commencement of work, which approval shall not be withheld an unreasonable length of time. The "Contractor" shall not employ any subcontractor to whom "Engineer" or the "County" may have a reasonable objection. In the event of any rejection of proposed subcontractor, the "Contractor" shall immediately submit an additional proposed subcontractor for the work contemplated in the same manner as the original list.

8. Acceptance and final payment. Upon full performance hereof, and completion of the project, "Contractor" shall give written notice to "Engineer" that the work is ready for final inspection and acceptance, and shall at the same time submit evidence satisfactory to "Engineer" and the "County" that all payrolls, material bills, sums due subcontractors and any or all other indebtedness connected with the work has been fully paid. "Engineer" shall promptly make an inspection of the work and construction done. In the event any portion of the work is not in accordance with the plans and specifications or is faulty, whether such defect be latent or patent, discovered or undiscovered, before the final acceptance under this provision, "Contractor" shall at his expense remedy such deficiencies or defaults and correct any improper construction or workmanship as may be specified by the "County", and/or its "Engineer", and shall thereupon complete performance of this contract in accordance with the plans and specifications and these contract documents.

When, upon inspection, "Engineer" finds that the project has been fully completed and the contract fully performed, he shall promptly deliver to the "County" and the "Contractor", "Engineer's" signed final certificate stating that the work specified in the contract has been completed and is ready for acceptance under the terms and receipt of the final certificate from the "Engineer" and the duly sworn certificate and affidavit as required in Section 7 above, and approval thereof by County, and a finding by "County" that said work has been completed according to the terms and conditions of the contract documents, "County" shall within twenty (20) days thereafter pay to "Contractor" the entire balance then due and payable under the terms of this contract. It is hereby specifically noted, understood and agreed that "Engineer's" certificates, whether for the issue of any progress payment or the final certificate for the issue of the final payment hereof, shall not of itself constitute an approval or acceptance of any faulty work or defective materials, whether latent or patent, neither shall any payments, whether progress payments or final payment by the "County", constitute a waiver and/or acceptance of any defective or faulty workmanship or materials hereunder. On such final completion "Contractor" shall furnish to "County" a release of all claims and right of lien and sworn statements as required by law, and "Contractor" hereby acknowledges receipt of statutory notice to furnish the same before final payment shall be due under this contract. The full performance of this contract shall be subject to "Contractor's" full performance of all the obligations contained there under, together with the specific items and obligations and the full performance thereof contained in the contract documents, plans and specifications, general conditions and addenda thereto, heretofore identified in this contract.

9. Discrimination Prohibited. The "Contractor" agrees and further agrees to require of all subcontractors, that no person in the United States shall, on the grounds of race, religion, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under this agreement or by performance thereof.

10. This contract is to be governed by and construed according to the laws of the State of Oklahoma. If it should appear that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Oklahoma, then the terms of the contract which may conflict with the laws of the State of Oklahoma shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such rule of law.

11. In the event of any conflict, inconsistency or incongruity between the provisions of the Contract for Project Performance and any of the provisions of the plans and specifications, the provisions of this Contract for Project Performance shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed in multiple copies this
____ day of _____, 20____



"COUNTY"

Muskogee Board of County Commissioners
Muskogee County, Oklahoma

ATTEST:

Polly Irving, County Clerk

APPROVED AS TO FORM:

District Attorney

Ken Dole, Chairman

Keith Hyslop, Member

Kenny Payne, Member

Secretary Project Manager

Contractor
BY: (Title) Member/Manager

State of Oklahoma

ss

County of Muskogee

Bill Anderson IV _____ of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by Contractor to submit the above contract to the Muskogee Board of County Commissioners Affiant further states that Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Muskogee County any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Subscribed and sworn to before me this 9th day of September, 2021

Morgan West
Notary Public

My Commission Expires 05-20-25
My Commission Number 21006870





RRYSERV-01

SCHAMBERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME:		
	PHONE (A/C, No, Ext): (405) 418-8600	FAX (A/C, No): (405) 418-8641	
	E-MAIL ADDRESS: richcartmill@rcins.com		
INSURED RRY Services, LLC P.O. Box 2283 Stillwater, OK 74076	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : BITCO GENERAL INS CORP		20095
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP3700305	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3700306	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2820212	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3700303	12/1/2020	12/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 04141 Stricklin Bridge

CERTIFICATE HOLDER

CANCELLATION

Muskogee County
220 State Street
Muskogee, OK 74401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KNOW ALL MEN BY THE PRESENTS:

That RRY Services, LLC., as Principle, and

Travelers Casualty and Surety Company of America

Corporation organized under the laws of the State of Connecticut and authorized to transact business in the State of Oklahoma, as Surety, are held and

Firmly bound unto the Muskogee Board of County Commissioners, state of Oklahoma in the penal sum of One Hundred Thirty Eight Thousand Four Hundred Twenty & 34/100 Dollars

(\$ 138,420.34) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

DATED this 8th day of September, 20 21.

The condition of this obligation is such that:

WHEREAS, said principal entered into a written Contract with the Muskogee Board of County Commissioners dated 9th day of August, 20 21 for Stricklin Bridge - Local ID# 187, NBI#04141

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the County Clerk, of Muskogee County, County Services Building, Muskogee, Oklahoma.

NOW, THEREFORE, If said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by terms of said Contract and said specifications ; and if the Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise, and if said Principal shall protect and save harmless said Board of County Commissioners of Muskogee County, Oklahoma, from all loss, damage and expense to life or property suffered or sustained by any person, firm or corporation of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his Performance Bond, it's agents, servants or employees, and if said Principal shall protect and save the Board of County Commissioners, Muskogee County, Oklahoma, harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year above written.

RRY Services, LLC

Principal

By:

Attest:

(Affix Corporate Seal)

Project Manager

Title

Travelers Casualty and Surety Company of America

Corporate Surety

Attorney-in-Fact Shelli R. Samsel

Address: One Tower Square

Hartford, CT 06183

(Seal)

Know all men by these presents:

That RRY Services, LLC., as
Principal, and Travelers Casualty and Surety Company of America, a
corporation organized under the laws of the State of Connecticut
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly
bound unto the Muskogee Board of County Commissioners in the penal sum of
One Hundred Thirty Eight Thousand Four Hundred Twenty & 34/100 Dollars (\$ 138,420.34)
in lawful money of the United States of America, for the payment of which, well and truly, we
bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and
assigns, jointly and severally, firmly by these presents.

DATED this 8th day of September, 20 21.

The condition of this is such that:

WHEREAS, said principal entered into a written Contract with the Muskogee Board of County
Commissioners, dated 9th day of August, 20 21 for Stricklin Bridge - Local ID# 187, NBI#04141

All in compliance with the plans and specifications therefore, made a part of said Contract
and on file in the office of the County Clerk of Muskogee County, Muskogee County Services
Building, Muskogee, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by
said Principal or subcontractors of said Principal who perform work in the performance such
contract, for labor and materials and repairs to and parts for equipment used and consumed
in the performance of said Contract within thirty (30) days after the same becomes due and
payable, the person, firm or corporation entitled thereto may sue and recover on this bond,
the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or
alterations in said Contract and no deviations from the plan or mode of procedure herein
fixed shall have the effect of releasing the sureties, or any of them, from the obligations of
this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in it's name and its corporate seal to be hereto affixed by its duly authorized officers, and that said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

RRY Services, LLC.

Principal

By:

Attest:

(Affix Corporate Seal)

Project Manager
Title

Travelers Casualty and Surety Company of America

Corporate Surety

Attorney-in-Fact Shelli R. Samsel

Address: One Tower Square

Hartford, CT 06183

(Seal)

Know all men by these presents:

That RRY Services, LLC., as
Principal, and Travelers Casualty and Surety Company of America, a
corporation organized under the laws of the State of Connecticut
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly
bound unto the Muskogee Board of County Commissioners in the penal sum of
One Hundred Thirty Eight Thousand Four Hundred Twenty & 34/100 Dollars (\$ 138,420.34)
in lawful money of the United States of America, said sum being equal to one hundred
percent (100%) of the contract price, for the payment of which, well and truly, we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors and
assigns, jointly and severally, firmly by these presents.

DATED this 8th day of September, 20 21.

WHEREAS, the said Principal has constructed certain improvements described as follows:
Stricklin Bridge - Local ID# 187, NBI#04141

Which said improvements have been constructed in compliance with the plans and
specifications therefore, made a part of said Contract and on file in the office of the County
Clerk of Muskogee County, Muskogee County Services Building, Muskogee, Oklahoma.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal
shall maintain said Improvements for a period of one year, against any failure due to
defective workmanship or materials, said year period to begin with the date of final
acceptance of such completed Improvements described above, then this obligation shall be
null and void, otherwise to remain in full force and effect subject however to the following
express provision:

N/A

The Obligor, by and through its proper representative, shall give the Principal and the Surety
written notice of all the repairs to fulfill the terms of this maintenance guarantee; and the
said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable
period of time in which to make any such repairs.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereto affixed by its duly authorized officers, and that said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Attest:
(Affix Corporate Seal)

Project Manager
Title



(Seal)

RRY Services, LLC.

Principal

By:

Travelers Casualty and Surety Company of America

Corporate Surety

Attorney-In-Fact Shelli R. Samsel

Address: One Tower Square

Hartford, CT 06183



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 **Shelli R. Samsel** of **OKLAHOMA CITY, Oklahoma**, 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

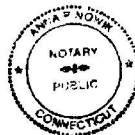
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

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 Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of 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 **8th** day of **September**, 2021




 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.

