

**SECTION 00500**

**AGREEMENT**

**CONTRACT NO. 2019-066**

THIS AGREEMENT, made and entered into this 23rd day of September, in the year 2019 between the Fairfax County Water Authority, hereinafter referred to as the Owner or Fairfax Water, and Sagres Construction Corporation, hereinafter referred to as the Contractor, in consideration of the mutual covenants and agreements hereinafter set forth, provides as follows:

Article 1. THE PROJECT

The Project is designated as follows:

**WATER MAIN INSTALLATION AND SERVICE CONTRACT**

Article 2. WORK

- 2.1 Contractor shall provide all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all acts necessary to fully complete the Work in strict accordance with the requirements of the Contract Documents. The Work is generally described as follows:

Refer to Section 01110, Summary of Work.

- 2.2 The Contractor shall provide and pay for all related facilities described in the Contract Documents, including Work expressly specified as well as Work which can be reasonably inferred as necessary to produce the results intended by the Contract Documents.

Article 3. ENGINEER

- 3.1 This Project has been designed by:

**FAIRFAX WATER  
8570 EXECUTIVE PARK AVENUE  
FAIRFAX, VIRGINIA 22031**

hereinafter referred to as the "Engineer" as defined in the General Conditions.

Article 4. CONTRACT SUM

- 4.1 Fairfax Water will pay the Contractor for Work completed in accordance with the Contract Documents, in U.S. currency, the unit rates for projects are attached to this Agreement and may be adjusted from time to time in accordance with the Contract Documents.

Article 5. CONTRACT PERIOD

- 5.1 The term of this Contract will be for a 12-month period beginning with issuance of Notice to Proceed by Fairfax Water (the "Original Period"), The term of this Contract may be extended at the sole and absolute discretion of Fairfax Water for up to two additional, consecutive 12-month terms (each such 12-month extension to be referred to as a "Renewal Period"). Refer to Section 00200 1.20 Time for Completion, for project durations for each individual project to be completed.

Article 6. LIQUIDATED DAMAGES

- 6.1. The amount of liquidated damages referred to in Article 8 of the General Conditions shall be \$500.00 per day, beyond the beneficial use completion date and \$250.00 per day, beyond the final completion date for each project to be completed, as set forth in the Contract and subsequently issued purchase orders.

Article 7. PAYMENTS

- 7.1 Payment under this Contract shall be made in the manner provided in Article 10 of the General Conditions.

Article 8 AVAILABILITY OF FUNDS

- 8.1 It is understood and agreed between the parties herein that Fairfax Water shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Article 9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents listed in Article 3, A.1 of the General Conditions, comprise the entire agreement between the Owner and the Contractor with respect to the Project.

Article 10. MISCELLANEOUS

- 10.1 Capitalized terms which are used and otherwise defined in this Agreement shall have the meanings given them in Article 1 of the General Conditions.
- 10.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one document.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the date first written above.

**FAIRFAX COUNTY WATER AUTHORITY**

By: 

Steven T. Edgemon  
General Manager

**SAGRES CONSTRUCTION CORPORATION**

By: 

Jaime Martins  
President

END OF AGREEMENT

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/16/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 3975 Fair Ridge Dr Suite 110 N Fairfax, VA 22033-2924 703 352-2222	CONTACT NAME:	
	PHONE (A/C, No, Ext): 703 352-2222	FAX (A/C, No): 866-925-7123
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Sagres Construction Corporation 3680 Wheeler Avenue Suite 300 Alexandria, VA 22304	INSURER A : Travelers Indemnity Co of America	25666
	INSURER B : Charter Oak Fire Insurance Company	25615
	INSURER C : Travelers Property Casualty Co of Amer	25674
	INSURER D : Travelers Casualty Ins. Co. of America	19046
	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 INSR	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 <input checked="" type="checkbox"/> PD Ded:2,500  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	DTC00L680915IND1	07/01/2019	07/01/2020	EACH OCCURRENCE <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>500,000</b> MED EXP (Any one person) <b>10,000</b> PERSONAL & ADV INJURY <b>1,000,000</b> GENERAL AGGREGATE <b>2,000,000</b> PRODUCTS - COMP/OP AGG <b>2,000,000</b> \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8101N6204221926G	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION <b>10,000</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP0L6908281926	07/01/2019	07/01/2020	EACH OCCURRENCE <b>10,000,000</b> AGGREGATE <b>10,000,000</b> \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB8K1144431926G	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>500,000</b> E.L. DISEASE - EA EMPLOYEE <b>500,000</b> E.L. DISEASE - POLICY LIMIT <b>500,000</b>

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

RE: Contract NO. 2019-066 - Fairfax Water Main Installation

Fairfax Water and the Engineer are included as additional insured with respect to General Liability and Auto Liability coverage.

30 days' Notice of Cancellation to Fairfax Water with the exception of non-payment which is 10 days.

<b>CERTIFICATE HOLDER</b>  Fairfax Water 8570 Executive Park Avenue Fairfax, VA 22031	<b>CANCELLATION</b>  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  

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**SECTION 00610  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Sagres Construction Corporation  
of 3680 Wheeler Avenue, Suite 300, (hereinafter called the "Principal"), and Arch Insurance Company  
Alexandria, VA 22304 a corporation organized and existing under the laws of the State of Missouri, with its principal  
office in the City of Jersey City, NJ, and authorized to transact business in the Commonwealth of  
Virginia as a surety (hereinafter called the "Surety") are held and firmly bound unto FAIRFAX COUNTY  
WATER AUTHORITY (hereinafter called the "Obligee") in the sum of  
Eighteen Million Two Hundred Thirty-Eight Thousand Four Hundred Thirty Dollars (\$ 18,238,430.00 ), lawful money of the United  
States of America, for the payment of which well and truly to be made, the Principal and the Surety  
hereby bind themselves and their successors and permitted assigns, jointly and severally and firmly by  
these presents, to perform all of the Work in accordance with the requirements of the Contract  
Documents for the Project.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee, dated as of  
the \_\_\_ day of \_\_\_\_\_, 2019, (hereinafter called the "Contract"), for

**WATER MAIN INSTALLATION AND SERVICE CONTRACT**

which Contract is incorporated herein by reference;

WHEREAS, the Principal is obligated to furnish security with respect to its obligation to perform the  
work to be performed under the Contract; and

WHEREAS, the Principal desires to furnish this Performance Bond in lieu of a certified check or cash  
escrow otherwise required to be provided to the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the  
Principal and Surety and its or their successors or assigns, or any of them shall:

Well and truly and in good sufficient and workmanlike manner perform or cause to be performed the  
Contract, and each and every of the covenants, promises, agreements, warranties, and provisions to be  
performed by the Principal set forth therein, in strict conformity with the plans and specifications, and  
complete the same within the time period specified therein, all as may be amended from time to time by  
the parties thereto, and fully indemnify and save harmless the Obligee from all costs and damages which  
it may suffer by reason of the Principal's failure to do so and fully reimburse and repay the Obligee all  
costs and expenses which it may incur in making good any such default, then these obligations shall be  
null and void, otherwise they shall remain in full force and effect.

The obligations evidenced hereby shall constitute the joint and several obligations of the Principal and  
the Surety and their successors, and permitted assigns.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations:

- (a) In no event shall the Surety, or its successors or assigns be liable for a greater sum than the penalty  
of this bond.
- (b) No action on this bond shall be brought unless within one year after (i) completion of the Contract,  
including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of  
warranty, if the action be for such, in all other cases.

The Surety, for value received, on behalf of itself and its successors and assigns, hereby stipulates and agrees that the obligations of the Surety or its successors and assigns under this bond shall not in any manner be impaired or affected by (a) any extension of time, modification, omission, addition or amendment of or to the Contract or the work to be performed thereunder; (b) any payment thereunder before the time required therein; (c) any waiver of any provision thereof; or (d) any assignment, subletting or other transfer of all or of any part thereof or of any work to be performed or of any moneys due or to become due thereunder; and the Surety, for itself and its successors and assigns, does hereby waive any right to receive notice of any and all of such extensions, modifications, omissions, additions, amendments, payments, waivers, assignments, subcontracts and transfers.

The Surety hereby stipulates and agrees that in the event that the Oblige declares the Principal to be in default the Surety will promptly, at the Oblige's election: (a) perform and complete the work to be performed under the Contract in accordance with the terms, conditions and covenants set forth therein with a duly licensed and qualified contractor designated by Oblige; (b) obtain bids from duly licensed and qualified contractors for completing the work to be performed under the Contract in accordance with the terms, conditions and covenants set forth therein and, upon determination by the Oblige and the Surety of the lowest responsive and responsible bidder, (i) arrange for a contract between such bidder and the Oblige and (ii) make funds available to the Oblige to pay the costs of completion less the balance of the contract sum as such may have been adjusted by change order (such amount, including other costs and damages for which the Surety may be liable hereunder, not to exceed the penal sum set forth in the first paragraph hereof), or (c) remedy the default. The Surety further stipulates and agrees that, within 60 days after its receipt of written notice from the Oblige specifying the Oblige's election of (a), (b) or (c) above, the Surety shall have resumed performance of the Work or shall have caused the performance of the Work to have been resumed, in accordance with the Oblige's election. In the event the Surety fails to resume the Work within such 60 day period, the Oblige may elect to perform or arrange for the performance of the Work at the sole cost and expense of the Surety in addition to any other rights and remedies available to Oblige. As employed herein, the phrases (i) "balance of the contract sum" shall mean the total amount payable by the Oblige to the Principal under the Contract after all proper adjustments have been made, less the aggregate of all amounts previously paid by the Oblige to the Principal thereunder; and (ii) "resume the Work" shall mean the commencement and diligent performance of actual work activities at the site, as demonstrated by discernable daily progress at the rate contemplated by the Contract. All payments to be made by the Surety hereunder shall be paid within thirty (30) days after the Surety's receipt of a request or demand therefor.

The Surety shall not be liable to the Oblige or others for obligations of the Principal that are unrelated to the Contract, and the balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligation. No right of action shall accrue on this Bond to any person or entity other than the Oblige or its successors.

The Oblige's omission to call upon the Surety in any instance shall in no event release the Surety from any obligation hereunder.

All notices, requests, demands and other communications which are provided hereunder, shall be in writing and shall be deemed to have been duly given upon the hand delivery thereof during business hours, or upon the earlier of receipt or three (3) days after pre-paid posting by registered mail or certified mail, return receipt requested, or on the next business day following pre-paid delivery to a reliable overnight delivery service, if to the Principal or the Oblige, to the addresses set forth in the Contract, and if to the Surety, to the address set forth beneath its signature on this Bond.

The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their successors and permitted assigns.

Unless the context otherwise requires, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents. This Bond shall be deemed to incorporate all provisions required by law to be set forth herein.

IN WITNESS WHEREOF, the Principal and Surety have caused this Performance Bond to be executed by their duly authorized officers effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Principal

(SEAL)

By: Sagres Construction Corporation

Name: *Jaime D. Silva*

Title: President

Arch Insurance Company

Surety

(Seal)

By: *CS*

Name: Chelsea Souza

Title: Attorney-in-Fact

Address of Surety: Harborside 3, 210 Hudson Street Suite 300

Jersey City, NJ 07311

(If executed by Attorney-in-Fact, attach copy of Power of Attorney)

END OF PERFORMANCE BOND

**SECTION 00611  
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Sagres Construction Corporation  
of 3680 Wheeler Avenue, Suite 300,  
Alexandria, VA 22304 (hereinafter called the "Principal"), and the  
Arch Insurance Company, a corporation created and existing under the laws of the State of Missouri  
and having its principal office in the City of Jersey City, NJ, and authorized to transact  
business in the Commonwealth of Virginia as Surety (hereinafter called the "Surety") are held and firmly  
bound unto FAIRFAX COUNTY WATER AUTHORITY (hereinafter called the "Obligee") in the penal sum  
of Eighteen Million Two Hundred Thirty-Eight Thousand Four Hundred Thirty Dollars (\$ 18,238,430.00), lawful money of the United  
States of America, for the payment of which well and truly to be made, the said Principal and Surety  
hereby bind themselves and their successors and permitted assigns, all jointly and severally, firmly by  
these presents, to pay for all labor performed and material furnished in accordance with the Contract  
Documents for the Project.

WHEREAS, said Principal has entered into a certain written agreement with Obligee, dated as of the  
\_\_\_\_ day of \_\_\_\_\_, 2019, (hereinafter called the "Contract"), for

**WATER MAIN INSTALLATION AND SERVICE CONTRACT**

which Contract is incorporated herein by reference.

WHEREAS, the Principal is obligated to furnish security with respect to its obligation to pay for all labor  
performed and material furnished pursuant to the Contract; and

WHEREAS, the Principal desires to furnish this Payment Bond in lieu of a certified check or cash escrow  
otherwise required to be provided to the Obligee.

NOW THEREFORE THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the  
Principal, the Surety and its or their successors or permitted assigns, or any or either of them shall:

Pay or cause to be paid the wages and compensation for labor performed and services rendered of  
all persons engaged in the prosecution of the work provided for therein, whether such persons be agents,  
servants or employees of the Principal, and of its successors or assigns, or any subcontractor of any  
assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics  
regardless of any contractual relationship between the Principal, or its assigns, or any subcontractor or  
any assignee thereof, and such laborers or mechanics but not including office employees not regularly  
stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of  
subcontractors and of material men and other third persons arising out of or in connection with said  
contract and the work, labor, services, supplies and materials furnished in and about the performance and  
completion thereof, then these obligations shall be null and void; otherwise they shall remain in full force  
and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations

- (a) All persons who have performed or rendered services, as aforesaid, all subcontractors,  
and all persons, firms, corporations, including materialmen and third persons, as aforesaid,  
furnishing work, labor, services, supplies and material under or in connection with the  
Contract or in or about the performance and completion thereof, shall have a direct right  
of action (subject to the prior right of the Obligee under any claim which it may assert  
against the Principal and its successors, and assigns and/or the Surety and its successors  
and assigns) against the Principal and its successors, and assigns and/or the Surety and  
its successors and assigns on this bond, which right of action shall be asserted in  
proceedings instituted in the State in which such work, labor, services, supplies or material

was performed, rendered or furnished, or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, then in any such State. Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceedings (but not later than one year after the performance of the Contract including the expiration of any warranty or guarantee) and to have such claim adjudicated in such action and judgment tendered thereof. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid, such person, firm or corporation shall furnish the Obligee with a bond of indemnity for costs, which bond shall be in an amount satisfactory to the Obligee.

- (b) The Surety or its successors or assigns shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.
- (c) In no event shall the Surety, or its successors or assigns be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted by any person, firm or corporation under the provisions of the above section(s), later than one year after such person last performed labor or last furnished or supplied materials.

The Principal, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Obligee to require a bond containing the foregoing provision, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor services, supplies or material, performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this bond.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed or of any moneys due or to become due thereunder, and the said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees, shall have the same effect as said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made on behalf of such potential beneficiary.

The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their successors, and permitted assigns.

Unless the context otherwise requires, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents. This Bond shall be deemed to incorporate all provisions required by law to be set forth herein.



IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly-authorized representatives effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

Principal

By: Sagres Construction Corporation

Name: *Jaime T. Fox*

Title: President

Arch Insurance Company  
Surety

By: *Chelsea Souza*

Name: Chelsea Souza

Title: Attorney-in-Fact

Address of Surety: Harborside 3, 210 Hudson Street Suite 300  
Jersey City, NJ 07311

(If executed by Attorney-in-Fact, attach copy of Power of Attorney)

END OF PAYMENT BOND

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Bradley Harger, Chelsea Souza, Christopher B. Pulliam, Joyce D. Barrett, Laurie A. Daugherty, Leah Moore and Neil B. Biller of Richmond, VA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

Can't Copy / K1 Security Paper  
Hidden Pantograph  
Color Match  
Artificial Watermark  
Anti-Copy / Coin Rub  
Erasure Protection  
Security Features Box  
Microprint Protection  
Acid Free

Can't Copy / K1 Security Paper  
Hidden Pantograph  
Color Match  
Artificial Watermark  
Anti-Copy / Coin Rub  
Erasure Protection  
Security Features Box  
Microprint Protection  
Acid Free  
AIC 0000260558

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 17<sup>th</sup> day of October, 2018.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

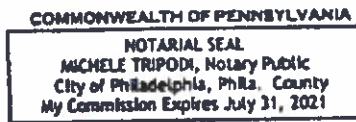



  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 17, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102

