

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Jefferson Parish

Department of General Services

Eastbank Health Unit

111 N. Causeway Blvd., Metairie, LA 70001

(Owner to provide name and address of owner)

BID FOR: Labor, materials, equipment, transportation

and all other incidentals necessary to remove and

replace One (1) Gas Fire Boiler for the Jefferson

Parish Department of General Svcs- Bid #50-00145996

(Owner to provide name of project and other identifying information) **Revised per Addendum 1**

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Department of General Services and dated: September 9, 2024

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Sixty six thousand nine hundred

\$66,900.00 Dollars (\$         )

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$         )

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$         )

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$         )

**NAME OF BIDDER:** Gallo Mechanical, L.L.C.

**ADDRESS OF BIDDER:** 4141 Bienville Street, Suite 100  
New Orleans, LA 70119

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 1027

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Jean Paul Hymel

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Chief Executive Officer

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** October 8, 2024

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

**Public Works Bid**

**AFFIDAVIT**

**STATE OF** LOUISIANA

**PARISH/COUNTY OF** ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared: Jean Paul Hymel, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized President/CEO of Gallo Mechanical, L.L.C. (Entity), the party who submitted a bid in response to Bid Number 50-00145996, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

**Choice B** X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B   X   There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

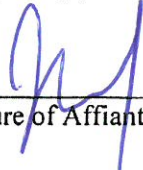
The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

*[The remainder of this page is intentionally left blank.]*



Affiant further said:


- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

  
\_\_\_\_\_  
Signature of Affiant

Jean Paul Hymel  
\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 8th DAY OF October, 2024.

  
\_\_\_\_\_  
Notary Public

Kelly M. Millet  
\_\_\_\_\_  
Printed Name of Notary

90353  
\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires at death.

KELLY M. MILLET, NOTARY PUBLIC  
PARISH OF ORLEANS, STATE OF LOUISIANA  
MY COMMISSION IS ISSUED FOR LIFE  
NOTARY ID# 90353

**WRITTEN CONSENT OF THE SOLE MANAGER  
OF  
GALLO MECHANICAL, L.L.C.**

The undersigned, being the sole manager of Gallo Mechanical, L.L.C., a Louisiana limited liability company (the “Company”), does hereby adopt by written consent made and entered into as of January 1, 2024 the following resolutions:

**WHEREAS**, in connection with the business of the Company, the Company is required to become party to various construction contracts, subcontracts, and purchase orders from time to time;

**WHEREAS**, pursuant to Section 4.06 of that certain Second Amended and Restated Operating Agreement of the Company entered into and effective as of December 31, 2021, the Manager has the power and authority to appoint agents of the Company who shall have such powers and authorities as specified by the Manager from time to time;

**WHEREAS**, the Manager has considered it and deems it in the best interest of the Company to authorize certain officers of the Company to execute construction contracts, subcontracts, purchase orders, and change orders to any of the foregoing for and on behalf of the Company.

**NOW, THEREFORE, BE IT RESOLVED**, that the Manager hereby authorizes any of the following executives of the Company to execute construction contracts with project owners or general contractors and change orders to such construction contracts as well as bid forms for work pursued:

Jean Paul Hymel, Chief Executive Officer  
David Poor, Executive Vice President  
August Gallo III, Chief Financial Officer  
Keith Deshautreaux, Director of Preconstruction  
Katie Baumer, Member/Operations Administrator

**NOW, THEREFORE, BE IT RESOLVED**, that the Manager hereby authorizes any of the following officers of the Company to execute construction subcontracts with lower tier subcontractors and purchase orders with vendors in the amounts indicated:

**I. Construction Subcontracts and Purchase Orders Regardless of Value**

Jean Paul Hymel, Chief Executive Officer  
David Poor, Executive Vice President  
August Gallo III, Chief Financial Officer  
Keith Deshautreaux, Director of Preconstruction  
Katie Baumer, Member/Operations Administrator

- II. Construction Subcontracts and Purchase Orders Valued at \$1,000,000 or Less Provided the Subcontract or Purchase Order Value Does Not Exceed 110% of the Subcontractor or Vendor Estimate, as the case may be

Michael Chiotis, Senior Project Manager  
Chris Cali, Vice President  
Greg Lewis, Vice President  
Cody Cadella, Vice President

**NOW, THEREFORE, BE IT RESOLVED**, that the Manager hereby authorizes any of the following officers of the Company to execute change orders to construction subcontracts with lower tier subcontractors and purchase orders with vendors in the amounts indicated:

- I. Change Orders Regardless of Value

Jean Paul Hymel, Chief Executive Officer  
David Poor, Executive Vice President  
August Gallo III, Chief Financial Officer  
Keith Deshautreaux, Director of Preconstruction  
Katie Baumer, Member/Operations Administrator

- II. Change Orders Valued at \$500,000 or Less Provided the Change Order Does Not Exceed 50% of the Original Subcontract or Purchase Order Value, as the case may be

Michael Chiotis, Senior Project Manager  
Chris Cali, Vice President  
Greg Lewis, Vice President  
Cody Cadella, Vice President

The undersigned has executed this written consent effective as of the date set forth above.

**Manager:**

By: \_\_\_\_\_

David Gallo





## State Licensing Board for Contractors

This is to Certify that:

GALLO MECHANICAL, L.L.C.  
4141 Bienville Street, Suite 100  
New Orleans, LA 70119

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; ELECTRICAL WORK (RESTRICTED); MECHANICAL; MUNICIPAL AND PUBLIC  
WORKS CONSTRUCTION; PLUMBING; SPECIALTY: INSTALL REPAIR OR CLOSE UNDERGROUND  
STORAGE TANKS



Expiration Date: February 1, 2026

License No: 1027

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 2nd day of February 2023

*Will B. McOP*

Director

*See Mallett*

Chairman

*Andy Dumas*

Treasurer

This License Is Not Transferrable





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2024

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  
Arthur J. Gallagher Risk Management Services, LLC  
111 Veterans Boulevard  
Ste. 1130  
Metairie LA 70112

CONTACT  
NAME: Laura Beth Shufelt  
PHONE (A/C, No, Ext): 504-226-3905 FAX (A/C, No): 504-587-0766  
E-MAIL  
ADDRESS: laurabeth\_shufelt@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westchester Fire Insurance Company	10030
INSURER B: Liberty Insurance Corporation	42404
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
Gallo Mechanical, LLC  
Gallo Mechanical Services, LLC  
4141 Bienville Street, Suite 100  
New Orleans LA 70119

**COVERAGES**

CERTIFICATE NUMBER: 956793651

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB7-681-054696-034	2/1/2024	2/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-681-054696-024	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	G72542423004	2/1/2024	2/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-68D-054696-014	2/1/2024	2/1/2025	<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)

Certificate Holder is an Additional Insured on a primary, non-contributory basis, as respects General Liability and Auto Liability policies when required by written contract, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to certificate holder when required by written contract, as respects General Liability, Auto Liability, and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Alternate Employer Endorsement applied with respect to Workers Compensation as required by written contract. General Liability, Auto Liability, and Workers Compensation policies include a 30-Day Notice of Cancellation when required by written contract. Excess follows form.

**CERTIFICATE HOLDER****CANCELLATION**

INFORMATION PURPOSES ONLY  
DO NOT DISTRIBUTE

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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## Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

<b>PRINCIPAL NAME</b> Gallo Mechanical LLC	<b>PRINCIPAL ADDRESS</b> 4141 Bienville Street, Ste 100, New Orleans, LA 70119
<b>SURETY NAME</b> Federal Insurance Company	<b>SURETY ADDRESS</b> 202B Halls Mill Rd, 2nd Floor North PO Box 1650, Whitehouse Station, NJ 08889-1650
<b>OBLIGEE NAME</b> Jefferson Parish	<b>OBLIGEE ADDRESS</b> 200 Derbigny Street, Gretna, LA 70053

### Bond Information

<b>BID DATE</b> 10/08/2024	<b>CONTRACT ID</b> 50-00145996	<b>CONTRACT VENDOR ID</b> 18714
<b>PROJECT DESCRIPTION</b> Furnish Labor, Materials and Equipment Necessary to Remove and Replace One Gas Fire Boiler for the Jefferson Parish Department of General Services		
<b>AMOUNT OF BID SECURITY</b> 5%	<b>AMOUNT OF BID SECURITY-SPELLED OUT</b> Five Percent of the Amount Bid	
<b>BOND ENTERED AND EXECUTED BY</b> Kathleen L. Berni		<b>ATTORNEY-IN-FACT SIGNATURE</b> 

Know all men by these presents that Federal Insurance Company,  
a Corporation duly organized under the laws of the State of Indiana, are held and firmly bound unto  
the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees  
that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.





## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Kathleen L. Berni

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **25th** day of **September, 2024**.

*Rupert H.D. Swindells*

Rupert HD Swindells, Assistant Secretary

*Warren Eichhorn*

Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **25th** day of **September, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **10/07/2024**



*Rupert H.D. Swindells*  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

