

RESOLUTION 23-258

A RESOLUTION TO APPROVE CONTRACT FOR SEWER REHABILITATION WITH PIPEWORKS PLUS INC.

WHEREAS, the City of Spring Hill has identified the need for sewer improvements through our Inflow and Infiltration program throughout the City; and

WHEREAS, a request for proposal was released with bid submittals due on November 27th, 2023; and

WHEREAS, the vendor Pipeworks Plus Inc. submitted the lowest bid with a total cost of \$979,275.00; and

WHEREAS, the City budgeted \$600,000.00 for FY 2023; and

WHEREAS, the City Staff recommends the approval of the contract with Pipeworks Plus Inc for the Sewer Improvements; additional funding of \$379,275.00 through FY budget 2024.

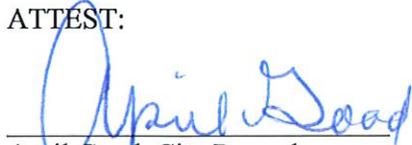
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen,

1. Authorize to award the Contract to Smith Constructors in the amount of \$979,275.00.
2. Authorize the Mayor to execute the Contract.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of December 2023.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-258*
SUBMITTED BY: Jessica Weaver, Utility Director
DATE: December 18, 2023
RE: To authorize the contract for Sewer Rehabilitation with Pipeworks Plus Inc.
ATTACHMENTS: Contract

PURPOSE:

The purpose of this resolution is to award the contract for Sewer Rehabilitation to Pipeworks Plus Inc.

BACKGROUND:

The City of Spring Hill, TN identified multiple locations within the sewer system where repairs are needed. The City posted an invitation to bid for the 2023 sewer system rehabilitation work for the Utility Department. Sewer rehabilitation work to be performed throughout the contract term includes manhole rehabilitation, manhole linings, frame and casting resets, rebuilding chimneys, point repairs, and some pipe replacement. Bids were received on November 27, 2023 and publicly opened and read aloud. with Pipeworks Plus Inc. being the low bid at a total cost of \$979,275.00.

FINANCIAL IMPACT:

The City budgeted \$600,000.00 in the Sewer Inflow and Infiltration budget (410-52405-59125) The total bid tabulation was \$979,275.00 with a shortage of \$379,275.00 which will be covered in fiscal year budget 2024.

STAFF RECOMMENDATION:

The volume of repairs included within this project can extend into the following fiscal year, therefore staff recommends the approval of the Contract with Pipeworks Plus Inc. for the Sewer Rehabilitation work through partial funding of \$600,000.00 this fiscal year and additional funding of \$379,275.00 through fiscal year 2024 budget.



**** BID TABULATION ****

2023 Sewer System Rehabilitation

City of Spring Hill, TN
199 Town Center Parkway
Spring Hill, TN 37174

Bid Opening Date/Time: November 27, 2023, at 2:30 p.m. CST

Table with 4 columns: Bidder (City & State), Total of all Extended Prices for Unit Price Work, Bid Bond Amount, and Surety Company. Row 1: PipeWorks Plus, Inc. (Tullahoma, TN), \$979,275.00 (total includes lump sum amt), 5%, Great Midwest Insurance Company.

I do hereby certify this to be a true and correct representation of the bids received for this project.

Greg Sanford, P.E.
TN License No. 112432



BID TABULATION
2023 Sewer System Rehabilitation
City of Spring Hill, TN

Bid Date: November 27, 2023

PipeWorks Plus, Inc.
Tullahoma, TN

Item	Description	Qty.	Unit	Unit Price	Total Price
1	Manhole Lining, Level A				
a.	4-Foot	*	VF	\$357.50	
b.	5-Foot	*	VF	\$442.00	
c.	6-Foot	*	VF	\$560.00	
2	Manhole Lining, Level B				
a.	4-Foot	*	VF	\$487.50	
b.	5-Foot	*	VF	\$575.00	
c.	6-Foot	*	VF	\$690.00	
3	Manhole Lining, Level C				
a.	4-Foot	420	VF	\$598.00	\$251,160.00
b.	5-Foot	100	VF	\$680.00	\$68,000.00
c.	6-Foot	50	VF	\$800.00	\$40,000.00
4	Manhole Lining, Level D				
a.	4-Foot	*	VF	\$435.50	
b.	5-Foot	*	VF	\$520.00	
c.	6-Foot	*	VF	\$637.00	
5	Manhole Point Repairs – Chemical Grout Sealing (Hydraulic Cement)	125	EA	\$325.00	\$40,625.00
6	Manhole Point Repairs – Polyurethane Foam Grouting	5	2.5 gal	\$813.00	\$4,065.00
7	Cleaning/Vactoring of Manhole	7	EA	\$1,600.00	\$11,200.00
8	Reset Frame and Cover				
a.	Reset Casting in Grass/Dirt	51	EA	\$1,100.00	\$56,100.00
b.	Reset Casting in Asphalt	21	EA	\$1,850.00	\$38,850.00
c.	Reset Casting in Concrete	2	EA	\$2,500.00	\$5,000.00
9	Replace Frame - Standard	16	EA	\$2,550.00	\$40,800.00
10	Replace Frame - Watertight	29	EA	\$3,000.00	\$87,000.00
11	Replace Cover	43	EA	\$700.00	\$30,100.00
12	Pavement Repair	25	SY	\$675.00	\$16,875.00
13	Plug Pipe at Manhole	1	EA	\$1,000.00	\$1,000.00
14	Rebuild Invert, Benches and Walls	*	EA	\$1,850.00	
15	Rebuild Chimney	16	EA	\$750.00	\$12,000.00
16	Trenchless point repair				
a.	8-inch repair up to 10 LF in length	*	EA	\$15,000.00	
17	External Point Repair				
a.	8-inch, 0 to 6 feet deep	*	EA	\$9,500.00	
b.	8-inch, 6.1 to 10 feet deep	6	EA	\$10,250.00	\$61,500.00
c.	8-inch, 10.1 to 16 feet deep	*	EA	\$15,000.00	
d.	18-inch, 18 to 22 feet deep	1	EA	\$30,000.00	\$30,000.00
e.	24-inch, 6.1 to 10 feet deep	1	EA	\$27,000.00	\$27,000.00
f.	24-inch, 12 to 15 feet deep	1	EA	\$29,000.00	\$29,000.00
18	Excavated Sewer Lateral Connection Renewals				
a.	6-inch or 8-inch, 0 to 6 feet deep	1	EA	\$9,000.00	\$9,000.00
b.	6-inch or 8-inch, 6.01 to 8 feet deep	3	EA	\$10,000.00	\$30,000.00
c.	6-inch or 8-inch, 8.01 to 12 feet deep	*	EA	\$11,000.00	
19	Gravity sewer pipeline in open trench for replacement				
a.	8-inch SDR 35 PVC pipe, 6.01 to 10 feet deep	110	LF	\$500.00	\$55,000.00
20	Bypass Pumping				
a.	6-inch Pump, less than 700 LF in Distance	*	Day	\$2,000.00	
b.	6-inch Pump, Distance between 700 and 1,200 LF	*	Day	\$2,500.00	
c.	8-inch Pump, less than 700 LF in Distance	4	Day	\$3,000.00	\$12,000.00
d.	8-inch Pump, Distance between 700 and 1,200 LF	*	Day	\$3,500.00	
21	Cash Allowance for Manhole Liner Testing Laboratory Services	1	LS		\$3,000.00
22	Cash Allowance for Add-On for Work Performed Outside of Right-of-Way	1	LS		\$20,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$979,275.00

* Denotes work not currently assigned. Provide unit pricing should pay item be needed during execution of contract.

total includes lump sum amt



November 28, 2023

Ms. Jessica Weaver
Utility Director
City of Spring Hill
3893 Mahlon Moore Road
Spring Hill, TN 37174

RE: **Recommendation of Award**
2023 Sewer System Rehabilitation

Dear Ms. Weaver:

On November 27, 2023, at 2:30 p.m. CST, at the City of Spring Hill office, one (1) sealed bid was received and opened in the presence of City officials and OHM for the 2023 Sewer System Rehabilitation project. Pipeworks Plus, Inc. was the apparent low bidder with a total bid amount of \$979,275.00 for lump sum and unit price work. The certified bid tabulation is attached for your use.

We have completed our review of the Bid Documents and find them to be acceptable. We have verified that the Contractor met and delivered all required documentation as prescribed in the approved bid documents. OHM has not worked with Pipeworks Plus, Inc. in the past, however they have been in business and fully licensed since 2005.

Based on our review, we recommend that the City considers awarding this contract for the total bid amount of **\$979,275.00** to Pipeworks Plus, Inc., as the successful, responsive low bidder. We understand this selection will be decided by the Board of Mayor & Aldermen (BOMA). If the City concurs with our recommendation, we will notify the successful bidder. Contract Documents will be sent for execution along with required bonds and insurance.

If you have any questions or require additional information, please feel free to contact this office.

Sincerely,
OHM Advisors

A handwritten signature in blue ink that reads "Greg Sanford".

Greg Sanford, P.E.
Principal

Enclosure: as stated

cc: April Goad, City of Spring Hill
Jim Vrdoljak, City of Spring Hill
Paula Hepp, OHM Advisors

SECTION III – SEWER REHABILITATION PRICE QUOTATION

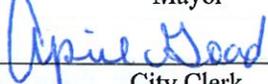
Bid shall be for furnishing all materials, equipment, and labor to perform the work in accordance with the attached specifications:

Traffic Control: All traffic control shall be in accordance with the **Manual on Uniform Traffic Control Devices (MUTCD)** and shall be performed throughout the life of the Contract or as directed by the Engineer. All traffic control shall be considered incidental and included with the bid items above.

In compliance with the conditions stated above and attached specifications and conditions, the undersigned offers, and agrees, if this bid is accepted within 60 days from opening date, to furnish and install all items at the prices set above. This agreement will be effective for 12 months from the date of the contract execution.

OWNER: CITY OF SPRING HILL

By: 
Mayor

Attest: 
City Clerk

Address for giving notices

P.O. Box 789

Spring Hill, TN 37174

CONTRACTOR: Pipeworks Plus Inc,

By: 

Attest: 

Address for giving notices

147 Holloway Dr.

Tullahoma, TN 37388

Agent for service to process:

Mabel Holloway

License No. 54203

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)



AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Moore OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Pipeworks Plus Inc.;
2. That the bidding entity has submitted a bid to the City of Spring Hill for the construction of 2023 Sewer System Rehabilitation;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.



 AFFIANT

SUBSCRIBED AND SWORN TO before me this 22 day of November, 2023.



 NOTARY PUBLIC

My Commission expires: Sept. 27, 2026





CITY OF SPRING HILL CONSTRUCTION CONTRACT

CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project,

Pipeworks Plus Inc.

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:
2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;
3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the City;
4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name Pipeworks Plus Inc.

Date 11-27-2023

Signature 
Printed or typed name and title
Chris Holloway

Title Corporate Secretary



**City of Spring Hill
Assurance of Compliance Under Title VI of the Civil Rights Act of 1964**

Pipeworks Plus Inc.

Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Spring Hill, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City. In the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

Dated 11-27-2023

Pipeworks Plus Inc.
(Applicant)

Address 147 Holloway Dr.
Tullahoma TN 37388

By [Signature]
(Title of Authorized Official)
Corporate Secretary

No further monies or other benefits may be paid out under these programs unless this Assurance is completed and filed as required by existing regulations.



CITY OF SPRING HILL CONSTRUCTION CONTRACT
CERTIFICATE OF NON-COLLUSION

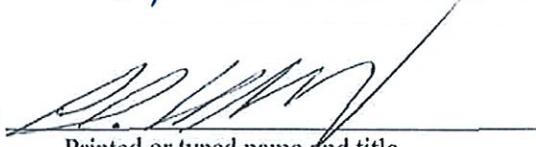
As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project:

Pipeworks Plus Inc.

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Contractor's Name Pipeworks Plus Inc.

Date 11-27-2023

Signature 
Printed or typed name and title
Chris Holloway

Title Corporate Secretary

**SECTION V:
ADDITIONAL SPECIFICATIONS
AND REQUIREMENTS**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Spring Hill ("Owner") and
Pipeworks Plus Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **2023 Sewer System Rehabilitation.**

ARTICLE 2 – THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2023 Sewer System Rehabilitation.**

ARTICLE 3 – ENGINEER

- 3.1 The Project was designed by OHM Advisors.
- 3.2 The Owner has retained OHM Advisors ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Days*

- A. The Work shall be substantially complete within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

Unit Price Work					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1	Manhole Lining, Level A				
a.	4-Foot	*	VF	\$ 357.50	
b.	5-Foot	*	VF	\$ 442.00	
c.	6-Foot	*	VF	\$ 500.00	
2	Manhole Lining, Level B				
a.	4-Foot	*	VF	\$ 487.50	
b.	5-Foot	*	VF	\$ 575.00	
c.	6-Foot	*	VF	\$ 690.00	
3	Manhole Lining, Level C				
a.	4-Foot	420	VF	\$ 598.00	\$ 251,100.00
b.	5-Foot	100	VF	\$ 680.00	\$ 68,000.00
c.	6-Foot	50	VF	\$ 800.00	\$ 40,000.00
4	Manhole Lining, Level D				
a.	4-Foot	*	VF	\$ 435.50	
b.	5-Foot	*	VF	\$ 520.00	
c.	6-Foot	*	VF	\$ 637.00	
5	Manhole Point Repairs – Chemical Grout Sealing (Hydraulic Cement)	125	EA	\$ 325.00	\$ 40,625.00
6	Manhole Point Repairs – Polyurethane Foam Grouting	5	2.5 gal	\$ 813.00	\$ 4,065.00
7	Cleaning/Vactoring of Manhole	7	EA	\$ 1600.00	\$ 11,200.00
8	Reset Frame and Cover				
a.	Reset Casting in Grass/Dirt	51	EA	\$ 1100.00	\$ 56,100.00
b.	Reset Casting in Asphalt	21	EA	\$ 1850.00	\$ 38,850.00
c.	Reset Casting in Concrete	2	EA	\$ 2500.00	\$ 5,000.00
9	Replace Frame - Standard	16	EA	\$ 2,550.00	\$ 40,800.00
10	Replace Frame - Watertight	29	EA	\$ 3,000.00	\$ 87,000.00
11	Replace Cover	43	EA	\$ 700.00	\$ 30,100.00
12	Pavement Repair	25	SY	\$ 675.00	\$ 16,875.00
13	Plug Pipe at Manhole	1	EA	\$ 1,000.00	\$ 1,000.00
14	Rebuild Invert, Benches and Walls	*	EA	\$ 1,850.00	
15	Rebuild Chimney	16	EA	\$ 750.00	\$ 12,000.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Project Representative.

- C. Total of Lump Sum amount and Unit Price Work (subject to final Unit Price adjustment)
\$ 414,275.00.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly schedule during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited Site, conducted a thorough, alert visual examination of the Site and adjacent area, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to the existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any,

9. Drawings (not attached but incorporated by reference) consisting of the following Drawings:
 - G001 Cover Sheet
 - G002 Index of Sheets
 - G003 thru G007 Manhole Rehab Table
 - G008 Pipe Rehab Table – Quantities
 - CU101 thru CU159 Sewer Rehab Plans
10. Addenda (numbers to , inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.1 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interest in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

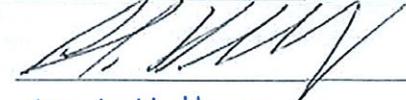
This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Pipeworks Plus Inc.

By: 

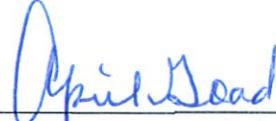
By: 

Name: Jim Hagan

Name: Chris Holloway

Title: Mayor

Title: Corporate Secretary

Attest: 

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: City Recorder

Title: Project Manager

Address for giving notices:

Address for giving notices:
147 Holloway Dr.
Tullahoma TN 37388

License No.: 54203
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

James L. Noe, III, Craig Whitlow, Charles Myers, James Myers, Andrew Bennett, Amelia Cain, Ruth Kjosa, Lisa Wilson, Greg Bennett, Seth Chapman, Rhyan Atwood

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of Indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

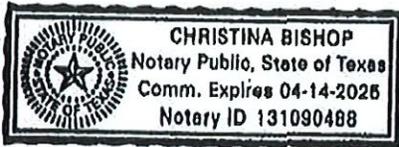


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 27th Day of November, 2023



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.