

# Mill Pond Removal and Oyster River Restoration

Durham,  
New Hampshire

Prepared for



Town of Durham  
Department of Public Works  
100 Stone Quarry Drive  
Durham, NH 03824

Prepared by



2 Bedford Farms Road  
Suite 200  
Bedford, NH 03110

April 2025

**SECTION 00300**  
**BID FORM**  
(EJCDC Form C-410, Modified)

**PROJECT IDENTIFICATION:** Mill Pond Removal and Oyster River Restoration

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Town of Durham Public Works  
100 Stone Quarry Drive  
Durham, NH 03824

A. Please note that the Bid Form is to be delivered to the Durham Public Works at 100 Stone Quarry Drive in Durham, NH at the time and location noted in Section 00030 – Advertisement for Bids, Article 1.01 Bid Due Date.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 75 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
Questions & Responses	5/23/2025
Addendum No. 1	6/2/2025
Addendum No. 2	6/9/2025
Addendum No. 3	6/16/2025

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder 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 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, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The payment items listed herein and in the Form of General Bid are intended to provide full payment for the Work shown on the Contract Drawings and specified herein. Any work called for or inferred in the Contract Documents but not listed as a payment item shall be considered incidental to the overall project, which includes mobilization and demobilization of any equipment and materials, dust control, and any equipment and temporary controls. To the extent that there is no Pay Item for an item that is detailed in the Construction Plans and Specifications, the Bidder shall notify the Engineer, and shall not hold the Owner or Engineer responsible. The Bidder shall include all costs required to perform the full nature of work within the Final Bid Price. Not including an item within the Final Bid Price will not be justification for a change in Contract Price.
- J. It is the intent of these Specifications to provide a finished product as shown on the Construction Documents and specified herein.
- K. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.
- L. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- M. The Contractor shall not be compensated for costs incurred due to weather conditions.

## **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Basis of Bid.

## **ARTICLE 5 – BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the prices listed in the Bid Form. It is the intent of these Bid Items to describe a fully complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided whether or not specifically called for at no additional cost to the Engineer or Owner.

## **ARTICLE 6 – BASIS OF AWARD**

6.01 The Contract will be awarded based on lowest Total Bid Price dependent on available funding for the project. The Contract will be awarded based on the lowest Total Bid Price of one of two scenarios, as outlined below. The two scenarios which will be evaluated are as follows:

- A. Scenario 1: Total of All Base Bid Items + Additive Bid Item (Second Mobilization and Adaptive Management)
- B. Scenario 2: Total of All Base Bid Items (only)

The order of preference of Scenarios for the basis of award is Scenario 1 followed by Scenario 2. The Bid Recipient will award the Contract to the lowest Bidder of the highest preferred scenario that is within the available funding of the project.

## **ARTICLE 7 – TIME OF COMPLETION**

7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2026 or within the Contract Times.

7.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within contract times.

## **ARTICLE 8 – ATTACHMENTS TO THIS BID**

8.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such licenser within the time for acceptance of Bids
- D. Anticipated project schedule consistent with Section 00030 Advertisement for Bids that indicates the times for starting and completing the various stages of the Work, including any Milestones specified in the Contract. Schedule must include initial mobilization, dam draw down, initial dam breach, dam removal, Mill Pond Road closure, and commencement of river channel restoration, and any critical path items identified by the contractor.

## **ARTICLE 9 – DEFINED TERMS**

9.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 10 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

SumCo Eco-Contracting, LLC.

By:

*[Signature]*



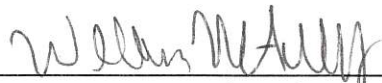
*[Printed Name]*

Richard Sumner - Manager

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed Name]*

William McAuley

Title:

Business development coordinator

Submittal Date:

Address for giving notices:

2 Centennial Drive – Suite 4D Peabody, MA 01960

Telephone Number:

978-744-1515

Fax Number:

815-572-5022

E-mail address:

estimating@sumcoeco.com

Bidder's License No.:

N/A

*(where applicable)*





RESTORE • CREATE • ENHANCE



Ecosystem  
Restoration  
& Mitigation



Dam  
Removal  
& River  
Restoration



Coastal  
Stabilization



Infrastructure &  
Resiliency



Dredging  
& Marine  
Construction



Parks & Open  
Spaces



Native Plant  
Communities



Remediation

June 20, 2025

To Whom It May Concern:

SumCo Eco-Contracting, LLC is a limited liability company organized in the State of Massachusetts. Limited Liability Companies (LLCs) do not have Boards of Directors or elected officers. LLCs are organized and owned by Members and are run by Managers, designated from time to time by those Members. Managers are authorized, for and on behalf of the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC and to exercise all powers and authority granted by the Massachusetts Limited Liability Company Act to managers.

The following individuals were designated as Managers of SumCo Eco-Contracting, LLC in the Company's Certificate of Organization, filed with the Commonwealth of Massachusetts on February 17, 2006, and are therefore authorized to execute contracts and bonds in the name and on behalf of the Company. Such designation has not been amended or rescinded and remains in full force and effect as of this date.

Richard Sumner  
80 Bridge Street  
Manchester, MA 01944

Travis Sumner  
69 Lime Street  
Newburyport, MA 01950

Respectfully submitted,  
SumCo Eco-Contracting, LLC

Richard Sumner  
Manager

Travis Sumner  
Manager



RESTORE • CREATE • ENHANCE



Ecosystem  
Restoration  
& Mitigation



Dam  
Removal  
& River  
Restoration



Coastal  
Stabilization



Infrastructure &  
Resiliency



Dredging  
& Marine  
Construction



Parks & Open  
Spaces



Native Plant  
Communities



Remediation

## Proposed List of Subcontractors

SumCo Eco-Contracting proposes to use the following subcontractors:

- EA Engineering, Science, and Technology, Inc. – Turbidity & Engineering Services
- WL French – Soil Trucking
- NB Milliken Group LLC – Dam Demolition
- Bell & Flynn, LLC - Paving
- Geocomp – Vibration Monitoring
- Moore Concrete Cutting – Concrete Saw Cutting
- Doucet Survey – Survey Services
- Tg2 Solutions Inc. – Soil Analytics



## SumCo Eco-Contracting Project Schedule Mill Pond Dam Removal and Oyster River Restoration

ID	Task Name	Duration	Start	Finish
1	Dam Draw Down	214 days	Mon 9/1/25	Thu 6/25/26
2	Mobilization	4 days	Mon 9/1/25	Thu 9/4/25
3	Truck in Equipment	1 day	Mon 9/1/25	Mon 9/1/25
4	Prep Lay down Area	1 day	Tue 9/2/25	Tue 9/2/25
5	ESC Setup	2 days	Wed 9/3/25	Thu 9/4/25
6	Mill Pond Road Closure	207 days	Thu 9/4/25	Fri 6/19/26
7	Site Staging	5 days	Fri 9/5/25	Thu 9/11/25
8	Temporary Access Road	8 days	Fri 9/12/25	Tue 9/23/25
9	In-Situ Soil Sampling	1 day	Wed 9/24/25	Wed 9/24/25
10	Cofferdam and Water Diversion	20 days	Wed 9/24/25	Tue 10/21/25
11	River Channel Restoration	132 days	Wed 10/22/25	Thu 4/23/26
12	Dam Removal	15 days	Mon 2/9/26	Fri 2/27/26
13	Initial Dam Breach	1 day	Mon 2/9/26	Mon 2/9/26
14	Dam Removal	14 days	Tue 2/10/26	Fri 2/27/26
15	Turf Establishment	26 days	Fri 4/24/26	Fri 5/29/26
16	Mill Pond Road Restoration	14 days	Mon 6/1/26	Thu 6/18/26
17	Mill Pond Road Re-opening	1 day	Mon 6/22/26	Mon 6/22/26
18	Final Demobilization	3 days	Tue 6/23/26	Thu 6/25/26

Project: Durham Project Schedu	Task	Project Summary	Manual Task	Start-only	Deadline
Date: Wed 6/18/25	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

# State of New Hampshire

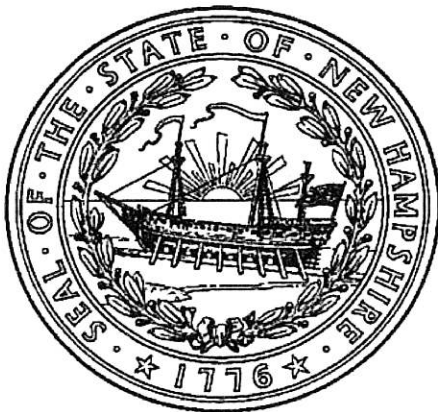
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SUMCO ECO-CONTRACTING, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on November 17, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **605074**

Certificate Number: **0007188954**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of May A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan  
Secretary of State

**SECTION 00300  
BID FORM**

**BASE BID ITEMS**

The Bidder agrees to perform all the work, including all incidental labor, materials and equipment for the satisfactory completion of the work in full compliance with the content and intent of the specifications and plans of the work, for the following prices. Bid prices listed are based on performance of the Work as specified in these Specifications and shall include all overhead, profit, handling, taxes and all other related charges.

Item No.	Quantity		Description (unit price in words)	Unit Price	Extended Total
202.81	1	Unit	Site Staging - Accessory Items (Including Site Clearing)		
				\$52,792	\$52,792
			Fifty Two Thousand Seven Hundred Ninety Two Dollars Unit	Unit	
202.82	1	Unit	Site Staging - Roadway Restoration		
				\$50,749	\$50,749
			Fifty Thousand Seven Hundred Forty Nine Dollars Unit	Unit	
202.11	1	Unit	Dam Removal (Including concrete repairs and safety railing)		
				\$129,373	\$129,373
			One Hundred Twenty Nine Thousand Three Hundred Seventy Three Dollars Unit	Unit	
203.35	1	Unit	Sediment Excavation and Handling		
				\$328,933	\$328,933
			Three Hundred Twenty Eight Thousand Nine Hundred Thirty Three Dollars Unit	Unit	
203.351	5300	Ton	Off-Site Sediment Disposal (Landfill)		
	(estimate - assumed to be 75% of total)			\$59	\$312,700
			Fifty Nine Dollars Per Ton	Per Ton	
203.352	1350	Ton	Off-Site Sediment Disposal (unrestricted)		
	(estimate - assumed to be 25% of total)			\$59	\$79,650
			Fifty Nine Dollars Per Ton	Per Ton	
203.6	320	CY	Import Common Fill		
				\$73	\$23,360
			Seventy Three Dollars Per CY	Per CY	
211.11	1	Unit	Vibration Monitoring (Pre- and Post-construction surveys)		
				\$24,606	\$24,606
			Twenty Four Thousand Six Hundred Six Dollars Unit	Unit	

**SECTION 00300**  
**BID FORM**

Item No.	Quantity	Description (unit price in words)	Unit Price	Extended Total
503.101	1	Unit Cofferdams and Water Diversion (Including Dewatering and Turbidity Monitoring)		
			\$523,861	\$523,861
		Five Hundred Twenty Three Thousand Eight Hundred Sixty One Dollars Unit	Unit	
585.2	110	CY Stone Fill, Class B		
			\$143	\$15,730
		One Hundred Forty Three Dollars Per CY	Per CY	
585.25	2900	CY Streambed Mix		
			\$114	\$330,600
		One Hundred Fourteen Dollars Per CY	Per CY	
587.1	435	CY Keyed Stone Fill		
			\$330	\$143,550
		Three Hundred Thirty Dollars Per CY	Per CY	
619	1	Unit Maintenance of Traffic		
			\$76,386	\$76,386
		Sevety Six Thousand Three Hundred Eighty Six Dollars Unit	Unit	
641	310	CY Loam		
			\$92	\$28,520
		Ninety Two Dollars Per CY	Per CY	
645.254	2300	LF Coir Fiber Rolls		
			\$27	\$62,100
		Twenty Seven Dollars Per LF	Per LF	
645.455	1	Unit Root Wads and Log Vanes		
			\$4,189	\$4,189
		Four Thousand One Hundred Eighty Nine Dollars Unit	Unit	

**SECTION 00300  
BID FORM**

Item No.	Quantity	Description (unit price in words)	Unit Price	Extended Total
646.51	1	Unit Turf Establishment		
		Two Hundred Twenty Three Thousand Seven Hundred Fifty Dollars Unit	\$223,750 Unit	\$223,750
650	1	Unit Landscaping Plantings		
		Two Hundred Thirty Five Thousand One Hundred Thirty One Dollars Unit	\$235,131 Unit	\$235,131
670.0491	1	Unit Temporary Access Road		
		Two Hundred Nine Thousand Six Hundred Ninety Dollars Unit	\$209,690 Unit	\$209,690
692.1	1	Unit Mobilization and Demobilization		
		Two Hundred Nineteen Thousand Six Hundred Five Dollars Unit	\$219,605 Unit	\$219,605
699	1	Unit Construction Erosion and Sediment Control		
		Forty Four Thousand Six Hundred Eighty Eight Dollars Unit	\$44,688 Unit	\$44,688
<b>Total of All Base Bid Items</b>				
		Three Million One Hundred Nineteen Thousand Nine Hundred Sixty Three Dollars	\$	\$3,119,963

**ADDITIVE BID ITEM**

In order to fit the scope of work to available funds, the Owner may elect to include the Additive Bid Item. Bidders are required to fill out Additive Bid Item below which will be considered as part of the basis of award.

692.2	1	Unit Second Mobilization and Adaptive Management		
		Twenty Two Thousand Two Hundred Thirty Dollars Unit	\$22,230 Unit	\$22,230

**BID ITEM TOTALS**

**Total of Base Bid**

Three Million One Hundred Nineteen Thousand Nine Hundred Sixty Three Dollars \$ 3,119,963

**Total of Base Bid + Additive Bid Items**

Three Million One Hundred Forty Two Thousand One Hundred Ninety Three Dollars \$ 3,142,193



### Contract Affidavit

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: \_\_\_\_\_

*(If a firm or individual)*

Signature of Bidder \_\_\_\_\_

By \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Names and Address of Members of the Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(If a Corporation)* Limited Liability Company

Signature of Bidder  \_\_\_\_\_

Title Manager

By Richard Sumner

Business Address 2 Centennial Drive – Suite 4D Peabody, MA 01960

Incorporated under the laws of the State of Massachusetts

Names and addresses of Officers:

~~President~~ Richard Sumner 2 Centennial Drive – Suite 4D Peabody, MA 01960

~~Secretary~~ Travis Sumner 2 Centennial Drive – Suite 4D Peabody, MA 01960

Treasurer \_\_\_\_\_

**Section 00410**  
**BID Bond**  
(EJCDC Form C-430, modified)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

SumCo Eco-Contracting, LLC  
2 Centennial Drive, Suite 4D  
Peabody, MA 01960

**SURETY (Name and Address of Principal Place of Business):**

United States Fire Insurance Company  
305 Madison Avenue  
Morristown, NJ 07960

**OWNER (Name and Address):**

Town of Durham  
100 Stone Quarry Drive  
Durham, NH 03824

**BID**

Bid Due Date: June 6, 2025  
Description (Project Name and Include Location):  
Mill Pond Dam Removal and Oyster River Restoration;  
Durham, NH

**BOND**

Bond Number: N/A  
Date: May 27, 2025  
Penal sum Five Percent of Amount Bid \$ -----5%-----  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

SumCo Eco-Contracting, LLC (Seal)

Bidder's Name and Corporate Seal

By:

  
Signature

RICHARD SUMNER  
Print Name

MANAGER  
Title

Attest: William M. Feeney Coordinator  
Signature and Title

Note: Above addresses are to be used for giving any required notice.

**SURETY**

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

  
Signature (Attach Power of Attorney)

Gabriela C. Wittich  
Print Name

Attorney-in-Fact  
Title

Attest: Jean M. Feeney  
Signature and Title Jean M. Feeney, Witness

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

90385

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Sandra C. Lopes, Natalie Coneys, Nicole Roy, Jean M. Feeney, Nicholas Labbe, John J. Gambino,  
Michael J. Cusack, Laurie Rothwell, Gabriela C. Wittich

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of April, 2025.

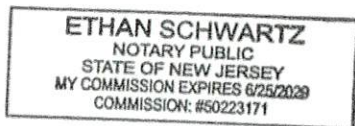
**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 10th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **27th** day of **May** <sup>20</sup> **25**

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President