

## BID FORM

PROJECT IDENTIFICATION: Southwestern Water Tower Site Improvements  
Project No. WA 20-01  
Coppell, Texas

BID OF J.B. & Co. LLC DATE 11/24/20  
(NAME OF FIRM)

THIS BID IS SUBMITTED TO: City of Coppell (hereinafter called OWNER)  
c/o Purchasing Manager  
255 Parkway Boulevard  
P.O. 9478  
Coppell, Texas 75019

CITY OF COPPELL BID NO: **Q-1121-01**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No: 1 \_\_\_\_\_

Date: 11/23/20 \_\_\_\_\_

Rec'd: JB \_\_\_\_\_

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports of exploration and tests of subsurface conditions contained in the contract documents and which have been used in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at site.

BIDDER has studied carefully all drawings of the physical conditions in or relating to existing surface or subsurface structures on the site, which are contained in the contract documents and which have been utilized in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.



- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
  - (h) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
  - (i) It is understood and agreed that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.
  - (j) It is understood and agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the OWNER to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth, except as provided for otherwise in the Contract Documents.
- 4. BIDDER understands that the work for these improvements will be completed in one phase. Plans for phasing or move-ins by utility and paving contractors will require approval by the Engineer. It is understood and agreed that all work under this contract will be completed within the bid calendar days. Completion date will be established in the Notice to Proceed. It is understood that time of completion will be a consideration in the award of the bid.
  - 5. It is understood and agreed that the contractor's experience in this type of work will be a strong consideration in the award of the bid.
  - 6. It is strongly recommended that each BIDDER visit the site prior to submitting a bid. Construction constraints exist, including heavy traffic volume along the roadway and accessibility requirements to and from adjacent streets, neighborhoods and properties, which could affect productivity.
  - 7. BIDDER will complete the Work for the following price(s):

## Proposal/Bid Schedule

Southwestern Water Tower Site Improvements  
Project No. Q-1021-01  
City of Coppell

ITEM NO.	EST. QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
1	1	LS	Clearing and Grubbing complete in place, for the sum of <u>Three Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 3,500.00	\$ 3,500.00
2	1	LS	Excavation complete in place, for the sum of <u>Two Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 2,500.00	\$ 2,500.00
3	78	LF	Remove Existing Concrete Grub complete in place, for the sum of <u>Fifty Dollars and No Cents</u> per lump sum	\$ 50.00	\$ 3,900.00
4	288	SY	Remove & Dispose Existing Concrete complete in place, for the sum of <u>Three Dollars and No Cents</u> per lump sum	\$ 3.00	\$ 864.00
5	1	EA	Remove & Re-Install Flood Light complete in place, for the sum of <u>One Thousand Four Hundred Ninety Five Dollars and No Cents</u> per lump sum	\$ 1,495.00	\$ 1,495.00
6	1	LS	Relocate Existing Utilities Below Sidewalk complete in place, for the sum of <u>Two Thousand Seven Hundred Sixty Dollars and No Cents</u> per lump sum	\$ 2,760.00	\$ 2,760.00
7	1	LS	Relocate Existing Generator - Including gas, elec, and grounding complete in place, for the sum of <u>Seventeen Thousand Two Hundred Fifty Dollars and No Cents</u> per lump sum	\$ 17,250.00	\$ 17,250.00
8	1	EA	Reset Electric Meter Pole complete in place, for the sum of <u>Six Hundred Fifty Dollars and No Cents</u> per lump sum	\$ 650.00	\$ 650.00
9	1	EA	Adjust Top of Existing Concrete Vault complete in place, for the sum of <u>One Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 1,500.00	\$ 1,500.00
10	1	EA	Adjust Existing Cleanout to Finished Grade complete in place, for the sum of <u>One Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 1,500.00	\$ 1,500.00
11	582	SY	6" Reinforced Concrete Pavement complete in place, for the sum of <u>Fifty Eight Dollars and Sixty Five Cents</u> per lump sum	\$ 58.65	\$ 34,134.30
12	133	SY	4" Concrete Sidewalk complete in place, for the sum of <u>Forty Seven Dollars and Fifteen Cents</u> per lump sum	\$ 47.15	\$ 6,270.95



## Proposal/Bid Schedule

Southwestern Water Tower Site Improvements  
Project No. Q-1021-01  
City of Coppel

13	637	SY	6" Lime Stabilized Subgrade complete in place, for the sum of <u>Twenty Dollars and No Cents</u> per lump sum	\$ 20.00	\$ 12,740.00
14	8.8	TN	Hydrated Lime for Stabilized Subgrade (30LB/SY) complete in place, for the sum of <u>One Hundred Dollars and No Cents</u> per lump sum	\$ 100.00	\$ 880.00
15	10	LF	2" PVC Sch 40 Conduit (connection to tower wall) complete in place, for the sum of <u>Fifty Dollars and No Cents</u> per lump sum	\$ 50.00	\$ 500.00
16	1	LS	Install Chemical Containment Walls w/Grate complete in place, for the sum of <u>Thirty One Thousand Five Hundred Sixty Eight Dollars and No Cents</u> per lump sum	\$ 31,568.00	\$ 31,568.00
17	180	LF	6' Tall Black Vinyl Coated Chain Link Fence complete in place, for the sum of <u>Fifty Dollars and No Cents</u> per lump sum	\$ 50.00	\$ 9,000.00
18	1	EA	8' Wide Black Vinyl Coated Chain Link Swing Gate complete in place, for the sum of <u>One Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 1,500.00	\$ 1,500.00
19	1	EA	18' Wide Black Vinyl Coated Chain Link Double Swing Gate complete in place, for the sum of <u>Three Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 3,500.00	\$ 3,500.00
20	1	EA	26' Wide Black Vinyl Coated Chain Link Automatic Roll Gate complete in place, for the sum of <u>Four Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 4,500.00	\$ 4,500.00
21	1	LS	Erosion Control complete in place, for the sum of <u>One Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 1,500.00	\$ 1,500.00
22	1	EA	10' x 20' Shade Structure complete in place, for the sum of <u>Seventeen Thousand Nine Hundred Dollars and No Cents</u> per lump sum	\$ 17,900.00	\$ 17,900.00
23	530	SY	Block Sodding complete in place, for the sum of <u>Seven Dollars and Seventy Five Cents</u> per lump sum	\$ 7.75	\$ 4,107.50
24	35	LF	Brick Screen Wall complete in place, for the sum of <u>One Thousand Five Hundred Dollars and No Cents</u> per lump sum	\$ 1,500.00	\$ 52,500.00

**BID SUMMARY**

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**Southwestern Water Tower Site Improvements**

**BID NO.        Q-1121-01**

**Coppell, TX**

**TOTAL BASE BID ITEMS**

**\$ 216,519.75**

The awarded contract amount will be on the basis of the Base Bid only.

- 1 Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.
- 2 BIDDER understands that the Owner is exempt from State Limited Sales
- 3 The terms used in this Bid which are defined in the General Conditions of

The City of Coppell reserves the right to delete any portion of this project as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

## PROPOSAL GUARANTY

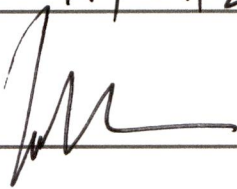
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- A Proposal Guaranty shall be provided in accordance with Item 102.5 of the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition.

SUBMITTED ON

11/24/20

Signature:

A handwritten signature in black ink, consisting of a stylized 'M' followed by a horizontal line.

## PREVAILING WAGE RATES

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
CONCRETE FINISHER (Paving & Structures)		TRUCK DRIVER	
.....	14.12	Lowboy-Float .....	16.24
ELECTRICIAN .....	19.80	Off Road Hauler .....	12.25
FORM BUILDER / FORM SETTER		Single Axle .....	12.31
Paving & Curb .....	13.16	Single or Tandem Axle Dump Truck.....	12.62
Structures .....	13.84	Tandem Axle Tractor with Semi Trailer .....	12.86
LABORER		Transit-Mix .....	14.14
Asphalt Raker.....	12.69	WELDER.....	14.84
Flagger .....	10.06		
Laborer, Common .....	10.72		
Laborer, Utility .....	12.32		
Pipelayer .....	13.24		
Work Zone Barricade Servicer.....	11.68		
POWER EQUIPMENT OPERATOR			
Asphalt Distributor.....	15.32		
Asphalt Paving Machine .....	13.99		
Broom or Sweeper .....	11.74		
Concrete Pavement Finishing Machine .....	16.05		
Concrete Saw.....	14.48		
Crane Operator, Lattice Boom .....	17.27		
80 Tons or Less			
Crane Operator, Lattice Boom over .....	20.52		
80 Tons			
Crane, Hydraulic 80 Tons or Less .....	18.12		
Crawler Tractor .....	14.07		
Excavator, 50,000 pounds or less.....	17.19		
Excavator, over 50,000 pounds .....	16.99		
Foundation Drill, Truck Mounted.....	21.07		
Foundation Drill, Crawler Mounted .....	17.99		
Front End Loader 3 CY or Less .....	13.69		
Front End Loader, over 3 CY .....	14.72		
Loader / Backhoe .....	15.18		
Mechanic.....	17.68		
Milling Machine .....	14.32		
Motor Grader, Fine Grade.....	17.19		
Motor Grader, Rough .....	16.02		
Pavement Marking Machine .....	13.63		
Reclaimer/Pulverizer.....	11.01		
Roller, Asphalt.....	13.08		
Roller, Other.....	11.51		
Scraper.....	12.96		
Small Slipform Machine .....	15.96		
Spreader Box .....	14.73		
Servicer .....	14.58		
Steel Worker (Reinforcing).....	16.18		



## BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation to Bid. The period of acceptance of this bid will be ninety (90) calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TX, on this day personally appeared Joel Brown who after being by me  
Name  
duly sworn, did depose and say:

"I, Joel Brown am a duly authorized office/agent for  
Name  
J.B. & Co. LLC and have been duly authorized to execute the  
Name of Firm

foregoing on behalf of the said J.B. & Co. LLC  
Name of Firm

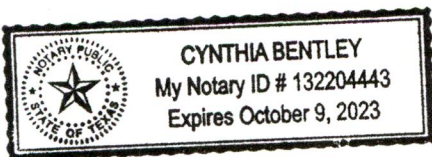
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/commodities bid on, or to influence any individual(s) to bid or not to bid thereon."

Name and Address of Bidder: Joel Brown & Co. LLC DBA J.B. & Co. LLC  
3131 McKinney Ave. Su.#600, Dallas TX 75204

Telephone: ( 972 ) 515-3646 by: Joel Brown

Title: Manager Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above named Joel Brown  
on this the 24th day of November 2020



Notary Public in and for the State of Texas  
Cynthia Bentley

If BIDDER IS:  
**An Individual**

N/A


By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Individual's Name)  
doing business as \_\_\_\_\_  
Business address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_

N/A

**A Partnership**

By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Firm Name)  
\_\_\_\_\_  
(General Partner)  
Business address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Corporation**

By Joel Brown & Co. LLC DBA J.B. & Co. LLC  
\_\_\_\_\_  
(Corporation Name)  
Texas  
\_\_\_\_\_  
(State of Incorporation)  
By Joel Brown  
\_\_\_\_\_  
(Name of person authorized to sign)  
Manager  
\_\_\_\_\_  
(Title)  
(Corporate Seal)  
Attest  \_\_\_\_\_  
(Secretary)  
Business address 3131 McKinney Ave. Su.#600  
\_\_\_\_\_  
Dallas, TX 75204 Phone No. 972-515-3646

N/A

**A Joint Venture**

By \_\_\_\_\_  
\_\_\_\_\_  
(Name) (Address)  
By \_\_\_\_\_  
\_\_\_\_\_  
(Name) (Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a partner to the joint venture should be in the manner indicated above.)

## TRANSMITTAL OF ADDENDUM 1



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### INSTRUCTIONS:

1. ACKNOWLEDGE RECEIPT OF ADDENDUM IN PROPOSAL, ON OUTER ENVELOPE OF BID.
- 

I acknowledge the receipt of Addendum No. 1

City of Coppel

PROJECT NAME:

Southwestern Water Tower Site Improvements

November 23, 2020

CHARLES ELLIS  
PROCUREMENT SERVICES DEPARTMENT  
(972) 304-3643



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

J.B. & Co. LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

City of Coppell

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

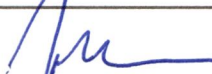
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

11/24/20

Date

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

J.B. & Co. LLC

as principal, and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation existing under the laws of the State of Ohio, having its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202, as surety, are held and firmly bound unto City of Coppell

255 Parkway Blvd, Coppell, Tx 75019

as obligee, in the penal sum of 5%

Dollars (\$ 5% ), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, Jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 24th day of November, 2020.

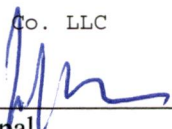
WHEREAS, the said principal J.B. & Co. LLC

herewith submitting 1 proposal for \_\_\_\_\_

Southwestern Water Tower Site Improvements

NOW, THEREFORE, the condition of this obligation is such that, if the said principal shall be awarded the said contract, and shall within ( 10 ) days after receiving notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the principal's bid and the amount for which the obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former; but in no event shall the liability hereunder exceed the penal sum hereof.

J.B. & Co. LLC

  
Principal

**GREAT AMERICAN INSURANCE COMPANY**

By: 

Monica Hernandez, Attorney-in-Fact



# GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 21461

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
T. GEORGE CHASE	ALL OF	ALL
EVERETT PHIPPS	WACO,	\$100,000,000
LISA NANNINGA	TEXAS	
MONICA HERNANDEZ		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of AUGUST, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 6th day of AUGUST, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated May 14, 2009.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of May 14, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this

24th

day of

November

2020



*Stephen C. Beraha*

Assistant Secretary