



## Department of Energy

Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

March 5, 2025

In reply refer to: FOIA #BPA-2024-03140-F

**SENT VIA EMAIL ONLY TO:** [ryan.hardy@graybar.com](mailto:ryan.hardy@graybar.com)

Ryan Hardy  
Graybar  
700 S Renton Village Pl., SET 500  
Renton, WA 98057

Dear Mr. Hardy,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on August 30, 2024, and formally acknowledged your request on September 26, 2024.

### Request

You seek, "...payment and performance bond for the BPA Ross Complex Redevelopment Project where Mortenson [Construction] is the general contractor."

### Response

BPA has searched for and gathered 53 pages of responsive agency records from the agency's Outlook email system. The records accompany this communication, with the following redactions applied:

- 107 redactions applied under 5 U.S.C. § 552(b)(6) (Exemption 6).

You'll find a detailed explanation of the applied exemptions below.

### Explanation of Exemptions

The FOIA generally requires the release of all agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)). Further, section (b) of the FOIA, which contains

FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

#### Exemption 6

Exemption 6 protects Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an overriding public interest in the release of the information redacted under Exemption 6 — specifically, signatures. BPA cannot waive these PII redactions, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and release nonexempt information. The agency has determined that in certain instances partial disclosure is possible and has accordingly segregated the records into exempt and non-exempt portions.

#### **Certification**

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search, the redactions applied thereto, and the records release described above.

#### **Appeal**

The records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final release, within 90 calendar days from the date of this communication. Appeals should be addressed to:

Director, Office of Hearings and Appeals  
HG-1, L'Enfant Plaza  
U.S. Department of Energy  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to [OHA.filings@hq.doe.gov](mailto:OHA.filings@hq.doe.gov), including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, Maryland 20740-6001  
E-mail: [ogis@nara.gov](mailto:ogis@nara.gov)  
Phone: 202-741-5770  
Toll-free: 1-877-684-6448  
Fax: 202-741-5769

Questions about this communication or the status of your FOIA request may be directed to James King, FOIA Public Liaison, at [jjking@bpa.gov](mailto:jjking@bpa.gov) or 503-230-7621. Questions may also be directed to E. Thanh Knudson, Case Coordinator (ACS Staffing Group), at 503-230-5221 or [etknudson@bpa.gov](mailto:etknudson@bpa.gov).

Sincerely,

Candice D. Palen  
Freedom of Information/Privacy Act Officer

[Attachments / Enclosures: Agency records responsive to FOIA request BPA-2024-01340-F accompany this communication.](#)

Bond No. K41652032/107588744

|  |   |                               |
|--|---|-------------------------------|
| <b>PERFORMANCE BOND</b><br>(See instructions on reverse) | DATE BOND EXECUTED (Must be same or later than date of contract)<br><b>December 6, 2022</b> | OMB Control Number: 9000-0045 |
|--|---|-------------------------------|

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

|  |  |            |             |            |       |           |            |            |           |
|--|--|------------|-------------|------------|-------|-----------|------------|------------|-----------|
| PRINCIPAL (Legal name and business address)<br><b>M. A. Mortenson Company<br/>700 Meadow Lane North<br/>Minneapolis, MN 55422</b>  | TYPE OF ORGANIZATION ("X" one)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)<br><br>STATE OF INCORPORATION<br><b>Minnesota</b>                        |            |             |            |       |           |            |            |           |
| SURETY(IES) (Name(s) and business address(es))<br><b>Federal Insurance Company<br/>202B Hall's Mill Road, Whitehouse Station, NJ 08889<br/>AND<br/>Travelers Casualty and Surety Company of America<br/>One Tower Square, Hartford, CT 06183</b> | PENAL SUM OF BOND<br><table><tr><td>MILLION(S)</td><td>THOUSAND(S)</td><td>HUNDRED(S)</td><td>CENTS</td></tr><tr><td><b>13</b></td><td><b>348</b></td><td><b>976</b></td><td><b>00</b></td></tr></table><br>CONTRACT DATE<br><b>November 27, 2022</b><br>CONTRACT NUMBER<br><b>BPA-20-D-86743-3<br/>HMB Renovation</b> | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | <b>13</b> | <b>348</b> | <b>976</b> | <b>00</b> |
| MILLION(S)   | THOUSAND(S)  | HUNDRED(S) | CENTS       |            |       |           |            |            |           |
| <b>13</b>  | <b>348</b>   | <b>976</b> | <b>00</b>   |            |       |           |            |            |           |

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

|                                |   |  |   |
|--------------------------------|---|--|---|
| <b>M. A. Mortenson Company</b> |   | <b>PRINCIPAL</b>   |   |
| SIGNATURE(S)                   | <b>(b)(6)</b><br>(Seal)                       | 2.   | 3.  |
| NAME(S) & TITLE(S)<br>(Typed)  | <b>Daniel L. Johnson, CEO &amp; President</b> | 2.   | 3.  |
| <b>INDIVIDUAL SURETY(IES)</b>  |   |  |   |
| SIGNATURE(S)                   | 1.<br>(Seal)                                  | 2.<br>(Seal)   |   |
| NAME(S)<br>(Typed)             | 1.  | 2.   |   |
| <b>CORPORATE SURETY(IES)</b>   |   |  |   |
| <b>SURETY A</b>                | NAME & ADDRESS                                | <b>Federal Insurance Company<br/>202B Hall's Mill Road, Whitehouse Station, NJ 08889</b> | STATE OF INCORPORATION<br><b>Indiana</b>      |
|                                | SIGNATURE(S)                                  | 1.<br><b>(b)(6)</b>  | 2.  |
|                                | NAME(S) & TITLE(S)<br>(Typed)                 | 1.<br><b>Michelle Halter, Attorney-in-Fact</b>   | 2.  |
|                                |   |  | LIABILITY LIMIT (\$)<br><b>\$6,674,488.00</b> |




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## CORPORATE SURETY(IES) (Continued)

|          |                               |  |                                       |  |   |
|----------|-------------------------------|--|---------------------------------------|--|---|
| SURETY B | NAME & ADDRESS                | Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183 | STATE OF INCORPORATION<br>Connecticut | LIABILITY LIMIT (\$)<br>\$6,674,488.00 |  |
|          | SIGNATURE(S)                  | 1. (b)(6)  | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. Michelle Halter, Attorney-in-Fact   | 2.                                    |  |   |
| SURETY C | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                   | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |
| SURETY D | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                   | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |
| SURETY E | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                   | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |
| SURETY F | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                   | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |
| SURETY G | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                   | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |

|              |   |                        |             |
|--------------|---|------------------------|-------------|
| BOND PREMIUM | ▶ | RATE PER THOUSAND (\$) | TOTAL (\$)  |
|              |   | \$4.97                 | \$66,349.00 |

## INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

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Bond No. K41652032/107588744

| <b>PAYMENT BOND</b><br>(See instructions on reverse)   |             | DATE BOND EXECUTED (Must be same or later than date of contract)<br><b>December 6, 2022</b>  | OMB Control Number: 9000-0045 |            |             |            |       |    |     |     |    |
|--|-------------|--|-------------------------------|------------|-------------|------------|-------|----|-----|-----|----|
| <small>Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.</small> |             |  |                               |            |             |            |       |    |     |     |    |
| PRINCIPAL (Legal name and business address)<br><br>M. A. Mortenson Company<br>700 Meadow Lane North<br>Minneapolis, MN 55422   |             | TYPE OF ORGANIZATION ("X" one)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)<br><br>STATE OF INCORPORATION<br>Minnesota                             |                               |            |             |            |       |    |     |     |    |
| SURETY(IES) (Name(s) and business address(es))<br>Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889<br>AND<br>Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183  |             | PENAL SUM OF BOND<br><table border="1"><thead><tr><th>MILLION(S)</th><th>THOUSAND(S)</th><th>HUNDRED(S)</th><th>CENTS</th></tr></thead><tbody><tr><td>13</td><td>348</td><td>976</td><td>00</td></tr></tbody></table><br>CONTRACT DATE<br>November 27, 2022<br>CONTRACT NUMBER<br>BPA-20-D-86743-3<br>HMB Renovation |                               | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | 13 | 348 | 976 | 00 |
| MILLION(S)   | THOUSAND(S) | HUNDRED(S)   | CENTS                         |            |             |            |       |    |     |     |    |
| 13   | 348         | 976  | 00                            |            |             |            |       |    |     |     |    |

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

## WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

|                               |                                       |  |        |                        |                 |
|-------------------------------|---------------------------------------|--|--------|------------------------|-----------------|
| M. A. Mortenson Company       |                                       |  |        | PRINCIPAL              |                 |
| SIGNATURE(S)                  | 1. (b)(6)<br>(Seal)                   | 2.   | 3.     | Corporate Seal         |                 |
| NAME(S) & TITLE(S)<br>(Typed) | 1. Daniel L. Johnson, CEO & President | 2.   | 3.     |                        |                 |
| INDIVIDUAL SURETY(IES)        |                                       |  |        |                        |                 |
| SIGNATURE(S)                  | 1.                                    | 2.   | (Seal) |                        |                 |
| NAME(S)<br>(Typed)            | 1.                                    | 2.   |        |                        |                 |
| CORPORATE SURETY(IES)         |                                       |  |        |                        |                 |
| SURETY A                      | NAME & ADDRESS                        | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 |        | STATE OF INCORPORATION | LIABILITY LIMIT |
|                               | SIGNATURE(S)                          | 1. (b)(6)  |        | 2.                     | \$6,674,488.00  |
|                               | NAME(S) & TITLE(S)<br>(Typed)         | 1. Michelle Halter, Attorney-in-Fact   |        | 2.                     |                 |


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## CORPORATE SURETY(IES) (Continued)

|          |                               |  |                        |                 |   |
|----------|-------------------------------|--|------------------------|-----------------|---|
| SURETY B | NAME & ADDRESS                | Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183 | STATE OF INCORPORATION | LIABILITY LIMIT |  |
|          | SIGNATURE(S)                  | 1. (b)(6)  | 2.                     |                 |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. Michelle Halter, Attorney-in-Fact   | 2.                     |                 |   |
| SURETY C | NAME & ADDRESS                |  | STATE OF INCORPORATION | LIABILITY LIMIT | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                     | \$              |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                     |                 |   |
| SURETY D | NAME & ADDRESS                |  | STATE OF INCORPORATION | LIABILITY LIMIT | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                     | \$              |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                     |                 |   |
| SURETY E | NAME & ADDRESS                |  | STATE OF INCORPORATION | LIABILITY LIMIT | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                     | \$              |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                     |                 |   |
| SURETY F | NAME & ADDRESS                |  | STATE OF INCORPORATION | LIABILITY LIMIT | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                     | \$              |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                     |                 |   |
| SURETY G | NAME & ADDRESS                |  | STATE OF INCORPORATION | LIABILITY LIMIT | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                     | \$              |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                     |                 |   |

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

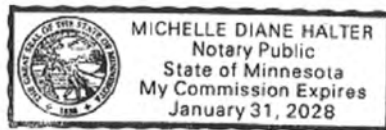
STANDARD FORM 25A (REV. 8/2016) BACK

## Corporate Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

**Daniel L. Johnson, CEO & President**

On this 6<sup>th</sup> day of December 2022, before me personally came \_\_\_\_\_, of M. A. Mortenson Company to me known, who being by me duly sworn, did depose and say that he/she is the described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name to it by like order.



(b)(6)

Notary Public

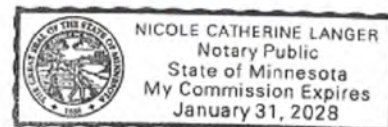
## Surety Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 6<sup>th</sup> day of December 2022, before me personally came Michelle Halter, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Federal Insurance Company & Travelers Casualty and Surety Company of America described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

(b)(6)

Notary Public









## 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 Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Blake S. Bohlig, Brian D. Carpenter, Kelly Nicole Enghausser, Heather R. Goedtel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead Laurie Pflug and Megan Scott of Minneapolis, Minnesota**

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 5<sup>th</sup> day of **November, 2021**.

(b)(6)

Dawn M. Chloros, Assistant Secretary



(b)(6)

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 5<sup>th</sup> day of **November, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, 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 Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and 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



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 23 16685  
Commission Expires July 16, 2024

(b)(6)

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, Dawn M. Chloros, 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 6<sup>th</sup> day of December, 2022.



(b)(6)

Dawn M. Chloros, 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





Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHELLE HALTER** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

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

(b)(6)

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



(b)(6)

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of December, 2022.



(b)(6)

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.





**PERFORMANCE BOND**  
(See instructions on reverse)DATE BOND EXECUTED (Must be same or later than date of contract)  
May 6, 2024OMB Control Number: 9000-0045  
Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

M. A. Mortenson Company  
700 Meadow Lane North  
Minneapolis, MN 55422

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE  
☒ CORPORATION ☐ OTHER (Specify)

## STATE OF INCORPORATION

Minnesota

## SURETY(IES) (Name(s) and business address(es))

Federal Insurance Company  
202B Hall's Mill Road, Whitehouse Station, NJ 08889  
AND  
Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

## PENAL SUM OF BOND

| MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |
|------------|-------------|------------|-------|
| 25         | 523         | 008        | 66    |

| CONTRACT DATE  | CONTRACT NUMBER  |
|----------------|--|
| April 24, 2024 | BPA-20-D-86743-6<br>Ross Complex Redevelopment,<br>Ampere Demolition and Site<br>Preparation |

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has entered into the contract identified above:

## THEREFORE:

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.


## WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

| M. A. Mortenson Com (b)(6) |  | PRINCIPAL |           |
|----------------------------|--|-----------|-----------|
| SIGNATURE(S)               | 1. (Seal)                                | 2. (Seal) | 3. (Seal) |
| NAME(S) & TITLE(S) (Typed) | Mark G. Sherry, Executive Vice President |           |           |

| INDIVIDUAL SURETY(IES) |                     |
|------------------------|---------------------|
| SIGNATURE(S)           | 1. (Seal) 2. (Seal) |
| NAME(S) (Typed)        | 1. 2.               |

| CORPORATE SURETY(IES) |                            |  |                        |         |                      |                 |
|-----------------------|----------------------------|--|------------------------|---------|----------------------|-----------------|
| SURETY A              | NAME & ADDRESS             | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 | STATE OF INCORPORATION | Indiana | LIABILITY LIMIT (\$) | \$12,761,504.33 |
|                       | SIGNATURE(S)               | 1. (b)(6)  | 2.                     |         |                      |                 |
|                       | NAME(S) & TITLE(S) (Typed) | Michelle Halter, Attorney-in-Fact  |                        |         |                      |                 |





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STANDARD FORM 25 (REV. 8/2016)  
Prescribed by GSA-FAR (48 CFR) 53.228(b)



## CORPORATE SURETY(IES) (Continued)

|          |                               |  |                                       |   |   |
|----------|-------------------------------|--|---------------------------------------|---|---|
| SURETY B | NAME & ADDRESS                | Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183 | STATE OF INCORPORATION<br>Connecticut | LIABILITY LIMIT (\$)<br>\$12,761,504.33 |  |
|          | SIGNATURE(S)                  | 1. (b)(6)  | 2.                                    |   |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. Michelle Halter, Attorney-in-Fact   | 2.                                    |   |   |
| SURETY C | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                    | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |   |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |   |   |
| SURETY D | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                    | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |   |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |   |   |
| SURETY E | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                    | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |   |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |   |   |
| SURETY F | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                    | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |   |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |   |   |
| SURETY G | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                    | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |   |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |   |   |

|                     |   |                        |              |
|---------------------|---|------------------------|--------------|
| <b>BOND PREMIUM</b> |  | RATE PER THOUSAND (\$) | TOTAL (\$)   |
|                     |   | \$4.97                 | \$126,850.00 |

## INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

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| <b>PAYMENT BOND</b><br>(See instructions on reverse)   | DATE BOND EXECUTED (Must be same or later than date of contract)<br>May 6, 2024 | OMB Control Number: 9000-0045<br>Expiration Date: 8/31/2025   |       |            |             |            |       |    |     |     |    |
|--|---|---|-------|------------|-------------|------------|-------|----|-----|-----|----|
| <small>Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.</small> |   |   |       |            |             |            |       |    |     |     |    |
| PRINCIPAL (Legal name and business address)<br>M. A. Mortenson Company<br>700 Meadow Lane North<br>Minneapolis, MN 55422   |   | TYPE OF ORGANIZATION ("X" one)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)   |       |            |             |            |       |    |     |     |    |
|  |   | STATE OF INCORPORATION<br>Minnesota   |       |            |             |            |       |    |     |     |    |
| SURETY(IES) (Name(s) and business address(es))<br>Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889<br>AND<br>Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183  |   | PENAL SUM OF BOND<br><table border="1"><thead><tr><th>MILLION(S)</th><th>THOUSAND(S)</th><th>HUNDRED(S)</th><th>CENTS</th></tr></thead><tbody><tr><td>25</td><td>523</td><td>008</td><td>66</td></tr></tbody></table><br>CONTRACT DATE<br>April 24, 2024<br>CONTRACT NUMBER<br>BPA-20-D-86743-6<br>Ross Complex Redevelopment,<br>Ampere Demolition and Site<br>Preparation |       | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | 25 | 523 | 008 | 66 |
| MILLION(S)   | THOUSAND(S)   | HUNDRED(S)  | CENTS |            |             |            |       |    |     |     |    |
| 25   | 523   | 008   | 66    |            |             |            |       |    |     |     |    |

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.


|                               |   |  |   |
|-------------------------------|---|--|---|
| M. A. Mortenson Co. (b)(6)    |   | <b>PRINCIPAL</b>   |   |
| SIGNATURE(S)                  | 1. (b)(6)<br>(Seal)                         | 2. (Seal)  | 3. (Seal)   |
| NAME(S) & TITLE(S)<br>(Typed) | 1. Mark G. Sherry, Executive Vice President | 2.   | 3.  |
| <b>INDIVIDUAL SURETY(IES)</b> |   |  |   |
| SIGNATURE(S)                  | 1. (Seal)                                   | 2. (Seal)  |   |
| NAME(S)<br>(Typed)            | 1.  | 2.   |   |
| <b>CORPORATE SURETY(IES)</b>  |   |  |   |
| <b>SURETY A</b>               | NAME & ADDRESS                              | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 | STATE OF INCORPORATION<br>Indiana<br>LIABILITY LIMIT<br>\$12,761,504.33 |
|                               | SIGNATURE(S)                                | 1. (b)(6)  | 2.  |
|                               | NAME(S) & TITLE(S)<br>(Typed)               | 1. Michelle Halter, Attorney-in-Fact   | 2.  |



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**STANDARD FORM 25A (REV. 8/2016)**  
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**CORPORATE SURETY(IES) (Continued)**

|                 |                               |  |                                       |                                    |   |
|-----------------|-------------------------------|--|---------------------------------------|------------------------------------|---|
| <b>SURETY B</b> | NAME & ADDRESS                | Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183 | STATE OF INCORPORATION<br>Connecticut | LIABILITY LIMIT<br>\$12,761,504.33 |  |
|                 | SIGNATURE(S)                  | (b)(6)   | 2.                                    |                                    |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | Michelle Halter, Attorney-in-Fact  | 2.                                    |                                    |   |
| <b>SURETY C</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$              | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                    |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                    |   |
| <b>SURETY D</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$              | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                    |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                    |   |
| <b>SURETY E</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$              | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                    |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                    |   |
| <b>SURETY F</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$              | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                    |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                    |   |
| <b>SURETY G</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$              | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                    |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                    |   |

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

**STANDARD FORM 25A (REV. 8/2016) BACK**



## Corporate Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 6<sup>th</sup> day of May 2024, before me personally came Mark G. Sherry, Executive Vice President  
M. A. Mortenson Company to me known, who being by me duly sworn, did depose and say that he/she is  
the described in and which executed the above instrument; that he/she knows the seal of said corporation;  
that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board  
of Directors of said corporation, and that he/she signed his/her name to it by like order.



(b)(6)

Notary Public

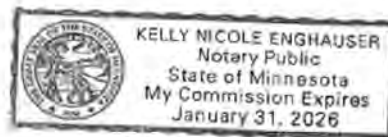
## Surety Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 6<sup>th</sup> day of May 2024, before me personally came Michelle Halter, to me known, who being by me  
duly sworn, did depose and say that she is the Attorney-in-Fact of Federal Insurance Company &  
Travelers Casualty and Surety Company of America described in and which executed the above  
instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such  
corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she  
signed her name to it by like order.

(b)(6)

Notary Public





## 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 Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Blake S. Bohlig, Justin Burgos, Brian D. Carpenter, Charles Draper, Kelly Nicole Enghauser, Heather R. Goedel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Haley Pflug, Laurie Pflug and Sara Whitfield** of Bloomington, Minnesota

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 5<sup>th</sup> day of April 2024.

(b)(6)

Warren Eichhorn, Vice President

(b)(6)

Rupert HD Swindells, Assistant Secretary



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 5<sup>th</sup> day of April, 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. 5022369  
Commission Expires August 22, 2027

(b)(6)

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 May 6, 2024



(b)(6)

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



TRAVELERS

Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHELLE HALTER** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:

(b)(6)

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal,

My Commission expires the 30th day of June, 2026



(b)(6)

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of May, 2024



(b)(6)

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**PERFORMANCE BOND**

(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

May 6, 2024

OMB Control Number: 9000-0045

Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

M. A. Mortenson Company  
700 Meadow Lane North  
Minneapolis, MN 55422

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE  
☒ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

Minnesota

SURETY(IES) (Name(s) and business address(es))

Federal Insurance Company  
202B Hall's Mill Road, Whitehouse Station, NJ 08889  
AND  
Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

## PENAL SUM OF BOND

| MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |
|------------|-------------|------------|-------|
| 469        | 364         | 568        | 00    |

CONTRACT DATE

April 24, 2024

CONTRACT NUMBER

BPA-20-D-86743-2  
Ross Complex Redevelopment  
VCC, Facility B

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has entered into the contract identified above.

## THEREFORE:

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS:


The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

| M. A. Mortenson Company    |   | (b)(6)    |           | PRINCIPAL      |  |
|----------------------------|---|-----------|-----------|----------------|--|
| SIGNATURE(S)               | 1. (Seal)                                   | 2. (Seal) | 3. (Seal) | Corporate Seal |  |
| NAME(S) & TITLE(S) (Typed) | 1. Mark G. Sherry, Executive Vice President |           |           |                |  |

## INDIVIDUAL SURETY(IES)

|                 |           |           |
|-----------------|-----------|-----------|
| SIGNATURE(S)    | 1. (Seal) | 2. (Seal) |
| NAME(S) (Typed) | 1.        | 2.        |

## CORPORATE SURETY(IES)


| SURETY A | NAME & ADDRESS             | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 | STATE OF INCORPORATION | Indiana | LIABILITY LIMIT (\$) | \$234,682,284.00 |  |
|----------|----------------------------|--|------------------------|---------|----------------------|------------------|---|
|          | SIGNATURE(S)               | 1. (b)(6)  | 2.                     |         |                      |                  |   |
|          | NAME(S) & TITLE(S) (Typed) | 1. Michelle Halter, Attorney-in-Fact   | 2.                     |         |                      |                  |   |

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Prescribed by GSA-FAR (48 CFR) 53.228(b)



## CORPORATE SURETY(IES) (Continued)

|          |                               |  |                                       |  |   |
|----------|-------------------------------|--|---------------------------------------|--|---|
| SURETY B | NAME & ADDRESS                | Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183 | STATE OF INCORPORATION<br>Connecticut | LIABILITY LIMIT (\$)<br>\$234,682,284.00 |  |
|          | SIGNATURE(S)                  | 1. (b)(6)  | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. Michelle Halter, Attorney-in-Fact   | 2.                                    |  |   |
| SURETY C | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                     | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |
| SURETY D | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                     | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |
| SURETY E | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                     | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |
| SURETY F | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                     | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |
| SURETY G | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT (\$)                     | Corporate Seal  |
|          | SIGNATURE(S)                  | 1.   | 2.                                    |  |   |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |  |   |

|              |                        |                |
|--------------|------------------------|----------------|
| BOND PREMIUM | RATE PER THOUSAND (\$) | TOTAL (\$)     |
|              | \$7.8432               | \$3,681,320.00 |

## INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25 (REV. 8/2016) BACK

**PAYMENT BOND**  
(See instructions on reverse)DATE BOND EXECUTED (Must be same or later than date of contract)  
May 6, 2024OMB Control Number: 9000-0045  
Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

M. A. Mortenson Company  
700 Meadow Lane North  
Minneapolis, MN 55422

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE  
☒ CORPORATION ☐ OTHER (Specify)

## STATE OF INCORPORATION

Minnesota

## SURETY(IES) (Name(s) and business address(es))

Federal Insurance Company  
202B Hall's Mill Road, Whitehouse Station, NJ 08889  
AND  
Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

## PENAL SUM OF BOND

| MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |
|------------|-------------|------------|-------|
| 469        | 364         | 568        | 00    |

## CONTRACT DATE

April 24, 2024

## CONTRACT NUMBER

BPA-20-D-86743-2  
Ross Complex Redevelopment  
VCC, Facility B

## OBLIGATION:


We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

## WITNESS:


The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

| M. A. Mortenson Co         |   | PRINCIPAL  |                                   |   |
|----------------------------|---|--|-----------------------------------|---|
| SIGNATURE(S)               | 1. (b)(6)                                   | 2. (Seal)  | 3. (Seal)                         | Corporate Seal  |
| NAME(S) & TITLE(S) (Typed) | 1. Mark G. Sherry, Executive Vice President | 2.   | 3.                                |   |
| INDIVIDUAL SURETY(IES)     |   |  |                                   |   |
| SIGNATURE(S)               | 1. (Seal)                                   | 2. (Seal)  |                                   |   |
| NAME(S) (Typed)            | 1.  | 2.   |                                   |   |
| CORPORATE SURETY(IES)      |   |  |                                   |   |
| SURETY A                   | NAME & ADDRESS                              | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 | STATE OF INCORPORATION<br>Indiana | LIABILITY LIMIT<br>\$234,682,284.00   |
|                            | SIGNATURE(S)                                | 1. (b)(6)  | 2.                                |  |
|                            | NAME(S) & TITLE(S) (Typed)                  | 1. Michelle Halter, Attorney-in-Fact   | 2.                                |   |

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**CORPORATE SURETY(IES) (Continued)**

|                 |                               |  |                                       |                                     |   |
|-----------------|-------------------------------|--|---------------------------------------|-------------------------------------|---|
| <b>SURETY B</b> | NAME & ADDRESS                | Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183 | STATE OF INCORPORATION<br>Connecticut | LIABILITY LIMIT<br>\$234,682,284.00 |  |
|                 | SIGNATURE(S)                  | (b)(6)   | 2.                                    |                                     |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | Michelle Halter, Attorney-in-Fact  | 2.                                    |                                     |   |
| <b>SURETY C</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$               | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                     |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                     |   |
| <b>SURETY D</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$               | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                     |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                     |   |
| <b>SURETY E</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$               | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                     |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                     |   |
| <b>SURETY F</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$               | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                     |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                     |   |
| <b>SURETY G</b> | NAME & ADDRESS                |  | STATE OF INCORPORATION                | LIABILITY LIMIT<br>\$               | Corporate Seal  |
|                 | SIGNATURE(S)                  | 1.   | 2.                                    |                                     |   |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1.   | 2.                                    |                                     |   |

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

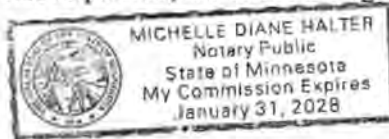
**STANDARD FORM 25A (REV. 8/2016) BACK**



## Corporate Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 6<sup>th</sup> day of May 2024, before me personally came Mark G. Sherry, Executive Vice President  
M. A. Mortenson Company to me known, who being by me duly sworn, did depose and say that he/she is  
the described in and which executed the above instrument; that he/she knows the seal of said corporation;  
that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board  
of Directors of said corporation, and that he/she signed his/her name to it by like order.



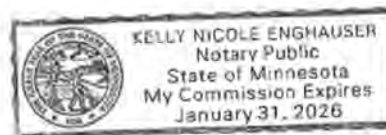
(b)(6)  
Notary Public

## Surety Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 6<sup>th</sup> day of May 2024, before me personally came Michelle Halter, to me known, who being by me  
duly sworn, did depose and say that she is the Attorney-in-Fact of Federal Insurance Company &  
Travelers Casualty and Surety Company of America described in and which executed the above  
instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such  
corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she  
signed her name to it by like order.

(b)(6)  
Notary Public





## 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 Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Blake S. Bohlig, Justin Burgos, Brian D. Carpenter, Charles Draper, Kelly Nicole Enghauser, Heather R. Goedtel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Haley Pflug, Laurie Pflug and Sara Whitfield** of Bloomington, Minnesota

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 5<sup>th</sup> day of April 2024.

(b)(6)

Rupert HD Swindells, Assistant Secretary

(b)(6)

Warren Eichhorn, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 5<sup>th</sup> day of April, 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 Contura  
NOTARY PUBLIC OF NEW JERSEY  
No 50202359  
Commission Expires August 22, 2027

(b)(6)

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 May 6, 2024

(b)(6)

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) 903-1493 Fax (908) 903-3656 e-mail: surety@chubb.com

Combined: FED-VIG-PI-WFIC-AAC (rev. 11-19)





Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHELLE HALTER** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:

(b)(6)

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2025



(b)(6)

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of May, 2024



(b)(6)

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



| 1. CONTRACT NUMBER   |  | 2. MODIFICATION NUMBER                     | 3. DATED                             |
|--|--|--|--------------------------------------|
| BPA-20-D-86743-005   |  | M-006                                      | June 4, 2024                         |
| <b>CONSENT OF SURETY AND INCREASE OF PENALTY</b>   |  |  |                                      |
| 4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds increased by <u>Twelve Million*</u> dollars (\$ <u>12,008,285.00</u> ) and the penalty of the payment bond or bonds is increased by <u>One Hundred*</u> dollars (\$ <u>12,008,285.00</u> ). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below. *Eight Thousand Two Hundred Eight-Five & 00/100 |  |  |                                      |
| 5. NAME OF SURETY(IES)   |  | 6. INCREASE IN LIABILITY LIMIT UNDER       | 7. INCREASE IN LIABILITY LIMIT UNDER |
| A. Federal Insurance Company   |  | \$6,736,865.70                             | \$6,736,865.70                       |
| B. Travelers Casualty and Surety Company of America  |  | \$6,736,865.70                             | \$6,736,865.70                       |
| C.   |  | \$   | \$                                   |
| B. INDIVIDUAL PRINCIPAL  | A. BUSINESS ADDRESS  | B. SIGNATURE                               |                                      |
|  |  | C. TYPED NAME AND TITLE                    |                                      |
|  |  | D. DATE THIS CONSENT EXECUTED              |                                      |
|  |  | (Affix Seal)                               |                                      |
| 9. CORPORATE PRINCIPAL   | A. CORPORATE NAME AND BUSINESS ADDRESS   | B. PER (b)(6)                              |                                      |
|  | M. A. Mortenson Company<br>700 Meadow Lane North<br>Minneapolis, MN 55422<br>U.S.A.        | BY   |                                      |
|  |  | C. TYPED NAME AND TITLE                    |                                      |
|  |  | Daniel L. Johnson, Chief Executive Officer |                                      |
|  | D. DATE THIS CONSENT EXECUTED  | July 22, 2024                              |                                      |
| The Principal or authorized representative shall execute this Consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.   |  |  |                                      |
| 10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)  |  |  |                                      |
| A  | A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS  | B. PERSON EXECUTING CONSENT (Signature)    |                                      |
|  | Federal Insurance Company<br>202B Hall's Mill Road<br>Whitehouse Station, NJ 08889         | BY (b)(6)                                  |                                      |
|  |  | C. TYPED NAME AND TITLE                    |                                      |
|  |  | Michelle Halter, Attorney-in-Fact          |                                      |
|  | F. DATE THIS CONSENT EXECUTED  | July 22, 2024                              |                                      |
| B  | A. CORPORATE/INDIVIDUAL SURETY'S NAME  | B. PERSON EXECUTING CONSENT (Signature)    |                                      |
|  | Travelers Casualty and Surety Company of America<br>One Tower Square<br>Hartford, CT 06183 | BY (b)(6)                                  |                                      |
|  |  | C. TYPED NAME AND TITLE                    |                                      |
|  |  | Michelle Halter, Attorney-in-Fact          |                                      |
|  | D. DATE THIS CONSENT EXECUTED  | July 22, 2024                              |                                      |
| C  | A. CORPORATE/INDIVIDUAL SURETY'S NAME  | B. PERSON EXECUTING CONSENT (Signature)    |                                      |
|  |  | BY   |                                      |
|  |  | C. TYPED NAME AND TITLE                    |                                      |
|  |  | (Affix Corporate Seal)                     |                                      |
|  | D. DATE THIS CONSENT EXECUTED  |  |                                      |

Add similar signature blocks on the back of this form if necessary for additional co-sureties.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usableSTANDARD FORM 1415 (REV 7-1993)  
Prescribed by GSA-FAR (48 CFR) 53.228(f)

## Corporate Acknowledgment

State of MINNESOTA }  
 } ss.  
County of Hennepin }

On this 22<sup>nd</sup> day of July 2024, before me personally came Daniel L. Johnson, Chief Executive Officer of M. A. Mortenson Company to me known, who being by me duly sworn, did depose and say that he/she is the described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name to it by like order.



(b)(6)

Notary Public

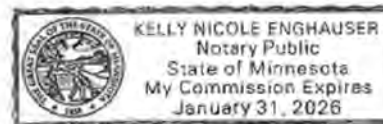
## Surety Acknowledgment

State of MINNESOTA }  
 } ss.  
County of Hennepin }

On this 22<sup>nd</sup> day of July 2024, before me personally came Michelle Halter, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Federal Insurance Company & Travelers Casualty and Surety Company of America described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

(b)(6)

Notary Public



## 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 Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Blake S. Bohlig, Justin Burgos, Brian D. Carpenter, Charles Draper, Kelly Nicole Enghausser, Heather R. Goedel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Haley Pflug and Laurie Pflug** of Bloomington, Minnesota -----

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 28<sup>th</sup> day of April, 2023.

(b)(6)

Dawn M. Chloros, Assistant Secretary



(b)(6)

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 28<sup>th</sup> day of April, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, 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 Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and 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 Corniani  
NOTARY PUBLIC OF NEW JERSEY  
No 50202363  
Commission Expires August 22, 2027

(b)(6)

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, Dawn M. Chloros, 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 22nd day of July, 2024.



(b)(6)

Dawn M. Chloros, 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



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHELLE HALTER** of **BLOOMINGTON, Minnesota** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: **(b)(6)**  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June**, 2026



**(b)(6)**  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **July**, 2024



**(b)(6)**  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3680.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

**Federal Insurance Company**

**AIA Document A312™ - 2010 Performance Bond**

Bond No. K40293516/107494346

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

**CONTRACTOR**

(Name, legal status and address):

M. A. Mortenson Company  
700 Meadow Lane North  
Minneapolis, MN 55422

**OWNER**

(Name, legal status and address):

Bonneville Power Administration  
5411 NE Hwy 99  
Vancouver, WA 98663

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

Federal Insurance Company

202B Hall's Mill Road

Whitehouse Station, NJ 08889

AND

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 0618

**CONSTRUCTION CONTRACT**

Date: October 5, 2021

Amount: \$12,450,708.00

Description (Name and Location): PHASE 2 CONSTRUCTION PACKAGE - BID PACKAGE 1

TSB – Task Order No. 1 Technical Services Building, Ross Complex, Vancouver, Washington

Contract No. BPA-20-D-86743-01, Task Order 001, P03995

**BOND**

Date (Not earlier than Construction Contract Date): October 22, 2021

Amount: \$12,450,708.00

Modifications to this Bond:

☒ None

☐ See Page 4

**CONTRACTORS AS PRINCIPAL**

Company: (b)(6)

Signature:

Name and Title:

Daniel L. Johnson, CEO & President

**SURETY**

Company: Federal Insurance Company & (Corporate Seal)

(b)(6)

Signature:

Attorney-in-Fact Name: Nicole Langer

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

Willis Towers Watson Midwest, Inc.

8400 Normandale Lake Boulevard, Suite 1700

Bloomington, MN 55437

Phone: 763-302-7214

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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Form I5-02-0573-FED (Rev. 11/16)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to commitment by the Owner to pay the Balance of the Contract Price, the Surety Is obligated, without duplication, for
  - 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators successors and assigns.
10. The surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. **DEFINITIONS**
  - 14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied nor waived, to perform or otherwise to comply with the term of the Construction Contract.
  - 14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

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Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

**Federal Insurance Company**

**AIA Document A312™ - 2010 Payment Bond**

Bond No. K40293516/107494346

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

**CONTRACTOR**

(Name, legal status and address):

M. A. Mortenson Company  
700 Meadow Lane North  
Minneapolis, MN 55422

**OWNER**

(Name, legal status and address):

Bonneville Power Administration  
5411 NE Hwy 99  
Vancouver, WA 98663

**SURETY**

(Name, legal status and principal place of business):

Federal Insurance Company  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

AND

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 0618

**CONSTRUCTION CONTRACT**

Date: October 5, 2021

Amount: \$12,450,708.00

Description (Name and Location): PHASE 2 CONSTRUCTION PACKAGE - BID PACKAGE 1  
TSB – Task Order No. 1 Technical Services Building, Ross Complex, Vancouver, Washington  
Contract No. BPA-20-D-86743-01, Task Order 001, P03995

**BOND**

Date (Not earlier than Construction Contract

Date): October 22, 2021

Amount: \$12,450,708.00

Modifications to this Bond:

☐ None

☒ See Page 4

**CONTRACTORS AS PRINCIPAL**

Company: M. A. Mortenson Company (Corporate Seal)

(b)(6)

Signature:

Name and Title: Daniel L. Johnson, CEO & President

**SURETY**

Company: Federal Insurance Company & (Corporate Seal)

(b)(6)

Signature:

Attorney-in-Fact Name: Nicole Langer

(FOR INFORMATION ONLY – Name, Address and Telephone)

**AGENT or BROKER:**

Willis Towers Watson Midwest, Inc.  
8400 Normandale Lake Boulevard, Suite 1700  
Bloomington, MN 55437  
Phone: 763-302-7214

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party)**

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Form 15-02-0574-FED (Rev. 11/16)

1



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor,
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
- 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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Form IS-02-0574-FED (Rev. 11/16)

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. DEFINITIONS

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and,
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**16.2 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor

and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17.** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18. MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**18.1** "Claim notices for FEDERAL INSURANCE COMPANY must be sent to the following address: Chubb, PO Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

Signature: \_\_\_\_\_

Name and Title:

Address:

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Form IS-02-0574-FED (Rev. 11/16)

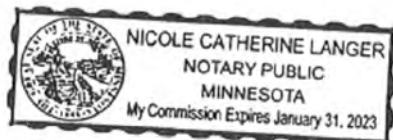
4



## Corporate Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 22<sup>nd</sup> day of October 2021, before me personally came Daniel L. Johnson, CEO & President of M. A. Mortenson Company to me known, who being by me duly sworn, did depose and say that he/she is the described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name to it by like order.



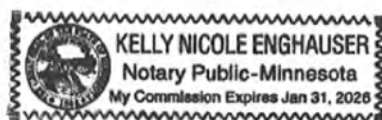
(b)(6)

Notary Public

## Surety Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 22<sup>nd</sup> day of October 2021, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Federal Insurance Company & Travelers Casualty and Surety Company of America described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



(b)(6)

Notary Public



## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Blake S. Bohligh, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Nicole Langer and Craig Olmstead of Minneapolis, Minnesota-----

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**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 13<sup>th</sup> day of February, 2019.

(b)(6)

Dawn M. Chloros, Assistant Secretary



STATE OF NEW JERSEY

County of Hunterdon

ss

On this 13<sup>th</sup> day of February, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows 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 she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

(b)(6)

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:

"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"):

- (i) 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, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY 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 October 22, 2021.



(b)(6)

Dawn M. Chloros, 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



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nicole Langer** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:

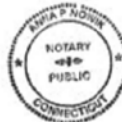
(b)(6)

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



(b)(6)

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **October**, 2021



(b)(6)

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## **Surety Bond Increase Rider**

To be attached to and form part of Bond No. **K40293516/107494346** issued in the name of

**M. A. Mortenson Company**, as Principal, by

**Federal Insurance Company & Travelers Casualty and Surety Company of America** as  
Sureties, in favor of the

**Bonneville Power Administration**, as Obligee, dated this 5<sup>th</sup> day of October, 2021.

In consideration of the premium charged for the attached bond, it is hereby understood and agreed  
that the surety gives its consent to **INCREASE** the bond amount

From **Twelve Million Four Hundred Fifty Thousand Seven Hundred Eight & 00/100 Dollars**  
**(\$12,450,708.00)**

To **Fifty-Six Million Two Hundred Forty Two Thousand Two Hundred Twenty & 27/100**  
**Dollars (\$56,242,220.27)**

This Rider shall become effective as of the beginning of the 1<sup>st</sup> day of April, 2021 due to  
Amendment/Modification Number M - 6.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions,  
provisions, agreements or limitations of the above mentioned bond other than as above stated.

Signed, Sealed and Dated this 13<sup>th</sup> day of April, 2022.

**M. A. Mortenson Company**

(b)(6)

By:

**Daniel L. Johnson, CEO & President**

**Federal Insurance Company &  
Travelers Casualty and Surety Company of America**

(b)(6)

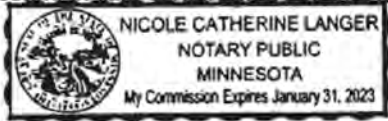
By:

**Nicole Langer, Attorney-in-Fact**

## Corporate Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 13<sup>th</sup> day of April 2022, before me personally came Daniel L. Johnson, CEO & President  
M. A. Mortenson Company to me known, who being by me duly sworn, did depose and say that he/she is  
the described in and which executed the above instrument; that he/she knows the seal of said corporation;  
that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board  
of Directors of said corporation, and that he/she signed his/her name to it by like order.



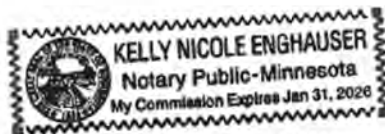
(b)(6)

Notary Public

## Surety Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 13<sup>th</sup> day of April 2022, before me personally came Nicole Langer, to me known, who being by me  
duly sworn, did depose and say that she is the Attorney-in-Fact of Federal Insurance Company &  
Travelers Casualty and Surety Company of America described in and which executed the above  
instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such  
corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she  
signed her name to it by like order.



(b)(6)

Notary Public



## 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 Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Blake S. Bohlig, Brian D. Carpenter, Kelly Nicole Enghausen, Heather R. Goedel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead Laurie Pflug and Megan Scott of Minneapolis, Minnesota

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 5th day of November, 2021.

(b)(6)

Dawn M. Chloros, Assistant Secretary



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 5th day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, 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 Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and 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



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318885  
Commission Expires July 16, 2024

(b)(6)

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, resignances, 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, Dawn M. Chloros, 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 13th day of April, 2022.



(b)(6)

Dawn M. Chloros, 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





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nicole Langer of Minneapolis, Minnesota**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

(b)(6)

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



(b)(6)

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th

day of April

, 2022



(b)(6)

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

|   |  |   |
|---|--|---|
| <b>PERFORMANCE BOND</b><br>(See instructions on reverse)  | DATE BOND EXECUTED (Must be same or later than date of contract)<br>March 5, 2024  | OMB Control Number: 9000-0045   |
| Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405. |  |   |
| PRINCIPAL (Legal name and business address)<br>M. A. Mortenson Company<br>700 Meadow Lane North<br>Minneapolis, MN 55422  | TYPE OF ORGANIZATION ("X" one)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)<br>STATE OF INCORPORATION<br>Minnesota | PENAL SUM OF BOND<br>MILLION(S) THOUSAND(S) HUNDRED(S) CENTS<br>6 736 865 70<br>CONTRACT DATE<br>January 29, 2024<br>CONTRACT NUMBER<br>BPA-20-D-86743-005<br>CCL & Survey Garage |
| SURETY(IES) (Name(s) and business address(es))<br>Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889<br>AND<br>Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183   |  |   |

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has entered into the contract identified above.

## THEREFORE:

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

|                                   |                               |  |                                   |
|-----------------------------------|-------------------------------|--|-----------------------------------|
| M. A. Mortenson Company<br>(b)(6) |                               | PRINCIPAL  |                                   |
| SIGNATURE(S)                      | (Seal)                        | 3.   | (Seal)                            |
| NAME(S) & TITLE(S)<br>(Typed)     | Derek Cruz, President         | 3.   | Corporate Seal                    |
| INDIVIDUAL SURETY(IES)            |                               |  |                                   |
| SIGNATURE(S)                      | 1. (Seal)                     | 2.   | (Seal)                            |
| NAME(S)<br>(Typed)                | 1.                            | 2.   |                                   |
| CORPORATE SURETY(IES)             |                               |  |                                   |
| SURETY A                          | NAME & ADDRESS                | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 | STATE OF INCORPORATION<br>Indiana |
|                                   | SIGNATURE(S)                  | 1. (b)(6)  | 2.                                |
|                                   | NAME(S) & TITLE(S)<br>(Typed) | 1. Michelle Halter, Attorney-in-Fact   | 2.                                |
|                                   | LIABILITY LIMIT (\$)          | \$3,368,432.85   |                                   |



| <b>PAYMENT BOND</b><br>(See instructions on reverse)   | DATE BOND EXECUTED (Must be same or later than date of contract)<br>March 5, 2024 | OMB Control Number: 9000-0045   |            |             |            |       |   |     |     |    |
|--|---|---|------------|-------------|------------|-------|---|-----|-----|----|
| <small>Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.</small> |   |   |            |             |            |       |   |     |     |    |
| PRINCIPAL (Legal name and business address)<br><br>M. A. Mortenson Company<br>700 Meadow Lane North<br>Minneapolis, MN 55422   |   | TYPE OF ORGANIZATION ("X" one)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)<br><br>STATE OF INCORPORATION<br>Minnesota                                      |            |             |            |       |   |     |     |    |
| SURETY(IES) (Name(s) and business address(es))<br><br>Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889<br>AND<br>Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183  |   | PENAL SUM OF BOND<br><table border="1"><thead><tr><th>MILLION(S)</th><th>THOUSAND(S)</th><th>HUNDRED(S)</th><th>CENTS</th></tr></thead><tbody><tr><td>6</td><td>736</td><td>865</td><td>70</td></tr></tbody></table><br>CONTRACT DATE<br>January 29, 2024<br><br>CONTRACT NUMBER<br>BPA-20-D-86743-005<br>CCL & Survey Garage | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | 6 | 736 | 865 | 70 |
| MILLION(S)   | THOUSAND(S)   | HUNDRED(S)  | CENTS      |             |            |       |   |     |     |    |
| 6  | 736   | 865   | 70         |             |            |       |   |     |     |    |

**OBLIGATION:**


We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

|                            |                            |  |   |
|----------------------------|----------------------------|--|---|
| M. A. Mortenson Company    |                            | PRINCIPAL  |   |
| SIGNATURE(S)               | (b)(6)                     | 2. (Seal)  | 3. (Seal)   |
| NAME(S) & TITLE(S) (Typed) | Derek Cunz, President      | 2.   | 3.  |
| INDIVIDUAL SURETY(IES)     |                            |  |   |
| SIGNATURE(S)               | 1. (Seal)                  | 2. (Seal)  |   |
| NAME(S) (Typed)            | 1.                         | 2.   |   |
| CORPORATE SURETY(IES)      |                            |  |   |
| SURETY A                   | NAME & ADDRESS             | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 | STATE OF INCORPORATION<br>Indiana   |
|                            | SIGNATURE(S)               | 1. (b)(6)  | 2.  |
|                            | NAME(S) & TITLE(S) (Typed) | Michelle Halter, Attorney-in-Fact  | 2.  |
|                            |                            |  | LIABILITY LIMIT<br>\$3,368,432.85   |
|                            |                            |  |  |

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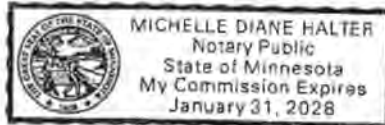
STANDARD FORM 25A (REV. 8/2016)  
Prescribed by GSA-FAR (48 CFR) 53.2228(c)



## Corporate Acknowledgment

State of MINNESOTA }  
 } ss.  
County of Hennepin }

On this 5<sup>th</sup> day of March 2024, before me personally came Derek Cunz, President  
of M. A. Mortenson Company to me known, who being by me duly sworn, did depose and say that he/she  
is the described in and which executed the above instrument; that he/she knows the seal of said  
corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order  
of the Board of Directors of said corporation, and that he/she signed his/her name to it by like order.



(b)(6)

Notary Public

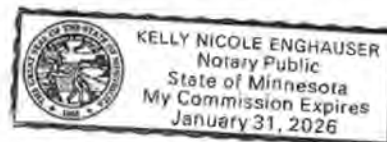
## Surety Acknowledgment

State of MINNESOTA }  
 } ss.  
County of Hennepin }

On this 5<sup>th</sup> day of March 2024, before me personally came Michelle Halter, to me known, who being by  
me duly sworn, did depose and say that she is the Attorney-in-Fact of Federal Insurance Company &  
Travelers Casualty and Surety Company of America described in and which executed the above  
instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such  
corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she  
signed her name to it by like order.

(b)(6)

Notary Public



## 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 Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Blake S. Bohlig, Justin Burgos, Brian D. Carpenter, Charles Draper, Kelly Nicole Enghauser, Heather R. Goedtel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Haley Pflug and Laurie Pflug** of **Bloomington, Minnesota** -----

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 28<sup>th</sup> day of **April, 2023**.

(b)(6)

Dawn M. Chloros, Assistant Secretary



(b)(6)

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

ss.

On this 28<sup>th</sup> day of **April, 2023** before me, a Notary Public of New Jersey, personally came **Dawn M. Chloros** and **Stephen M. Haney**, 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 **Dawn M. Chloros** and **Stephen M. Haney**, being by me duly sworn, severally and each for herself and 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

(b)(6)

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, **Dawn M. Chloros**, 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 5<sup>th</sup> day of **March, 2024**.



(b)(6)

Dawn M. Chloros, 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



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHELLE HALTER** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

(b)(6)

By: Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



(b)(6)

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of March, 2024.



(b)(6)

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



|  |  |   |   |                               |                 |       |  |
|--|--|---|---|-------------------------------|-----------------|-------|--|
| <b>PERFORMANCE BOND</b><br>(See instructions on reverse)   |  | DATE BOND EXECUTED (Must be same or later than date of contract)<br>March 5, 2024 |   | OMB Control Number: 9000-0045 |                 |       |  |
| <small>Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.</small> |  |   |   |                               |                 |       |  |
| PRINCIPAL (Legal name and business address)<br><br>M. A. Mortenson Company<br>700 Meadow Lane North<br>Minneapolis, MN 55422   |  |   | TYPE OF ORGANIZATION ("X" one)<br><br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify) |                               |                 |       |  |
|  |  |   | STATE OF INCORPORATION<br>Minnesota   |                               |                 |       |  |
| SURETY(IES) (Name(s) and business address(es))<br><br>Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889<br>AND<br>Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183  |  |   | PENAL SUM OF BOND   |                               |                 |       |  |
|  |  |   | MILLION(S)  | THOUSAND(S)                   | HUNDRED(S)      | CENTS |  |
|  |  |   | 6   | 736                           | 865             | 70    |  |
|  |  |   | CONTRACT DATE   |                               | CONTRACT NUMBER |       |  |
| January 29, 2024   |  | BPA-20-D-86743-005  |   |                               |                 |       |  |
|  |  | CCL & Survey Garage   |   |                               |                 |       |  |

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has entered into the contract identified above.

## THEREFORE:

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

|                            |                            |  |                                   |
|----------------------------|----------------------------|--|-----------------------------------|
| M. A. Mortenson Company    |                            | PRINCIPAL  |                                   |
| SIGNATURE(S)               | 1. (b)(6)                  | 2. (Seal)  | 3. (Seal)                         |
| NAME(S) & TITLE(S) (Typed) | 2. Derek Gunz, President   | 3.   | Corporate Seal                    |
| INDIVIDUAL SURETY(IES)     |                            |  |                                   |
| SIGNATURE(S)               | 1. (Seal)                  | 2. (Seal)  |                                   |
| NAME(S) (Typed)            | 1.                         | 2.   |                                   |
| CORPORATE SURETY(IES)      |                            |  |                                   |
| SURETY A                   | NAME & ADDRESS             | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 | STATE OF INCORPORATION<br>Indiana |
|                            | SIGNATURE(S)               | 1. (b)(6)  | 2.                                |
|                            | NAME(S) & TITLE(S) (Typed) | 1. Michelle Halter, Attorney-in-Fact   | 2.                                |
|                            |                            | LIABILITY LIMIT (\$)   | \$3,368,432.85                    |



| <b>PAYMENT BOND</b><br>(See instructions on reverse)   | DATE BOND EXECUTED (Must be same or later than date of contract)<br>March 5, 2024 | OMB Control Number: 9000-0045   |            |             |            |       |   |     |     |    |
|--|---|---|------------|-------------|------------|-------|---|-----|-----|----|
| <small>Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 80 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.</small> |   |   |            |             |            |       |   |     |     |    |
| PRINCIPAL (Legal name and business address)<br><br>M. A. Mortenson Company<br>700 Meadow Lane North<br>Minneapolis, MN 55422   |   | TYPE OF ORGANIZATION ("X" one)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)<br><br>STATE OF INCORPORATION<br>Minnesota                                      |            |             |            |       |   |     |     |    |
| SURETY(IES) (Name(s) and business address(es))<br>Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889<br>AND<br>Travelers Casualty and Surety Company of America<br>One Tower Square, Hartford, CT 06183  |   | PENAL SUM OF BOND<br><table border="1"><thead><tr><th>MILLION(S)</th><th>THOUSAND(S)</th><th>HUNDRED(S)</th><th>CENTS</th></tr></thead><tbody><tr><td>6</td><td>736</td><td>865</td><td>70</td></tr></tbody></table><br>CONTRACT DATE<br>January 29, 2024<br><br>CONTRACT NUMBER<br>BPA-20-D-86743-005<br>CCL & Survey Garage | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | 6 | 736 | 865 | 70 |
| MILLION(S)   | THOUSAND(S)   | HUNDRED(S)  | CENTS      |             |            |       |   |     |     |    |
| 6  | 736   | 865   | 70         |             |            |       |   |     |     |    |

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

|                            |                            |  |                                   |                                   |
|----------------------------|----------------------------|--|-----------------------------------|-----------------------------------|
| M. A. Mortenson Company    |                            | PRINCIPAL  |                                   |                                   |
| SIGNATURE(S)               | 1. (b)(6)                  | 2. (Seal)  | 3. (Seal)                         |                                   |
| NAME(S) & TITLE(S) (Typed) | 1. Derek Cunz, President   | 2.   | 3.                                |                                   |
| Corporate Seal             |                            |  |                                   |                                   |
| INDIVIDUAL SURETY(IES)     |                            |  |                                   |                                   |
| SIGNATURE(S)               | 1.                         | 2. (Seal)  | 3. (Seal)                         |                                   |
| NAME(S) (Typed)            | 1.                         | 2.   |                                   |                                   |
| CORPORATE SURETY(IES)      |                            |  |                                   |                                   |
| SURETY A                   | NAME & ADDRESS             | Federal Insurance Company<br>202B Hall's Mill Road, Whitehouse Station, NJ 08889 | STATE OF INCORPORATION<br>Indiana | LIABILITY LIMIT<br>\$3,368,432.85 |
|                            | SIGNATURE(S)               | 1. (b)(6)  | 2.                                |                                   |
|                            | NAME(S) & TITLE(S) (Typed) | 1. Michelle Halter, Attorney-in-Fact   | 2.                                |                                   |



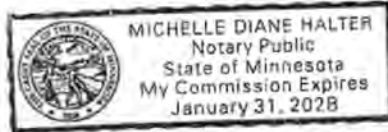
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**STANDARD FORM 25A (REV. 8/2016)**  
Prescribed by GSA-FAR (48 CFR) 53.2228(c)

## Corporate Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 5<sup>th</sup> day of March 2024, before me personally came Derek Cunz, President of M. A. Mortenson Company to me known, who being by me duly sworn, did depose and say that he/she is the described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name to it by like order.



(b)(6)

Notary Public

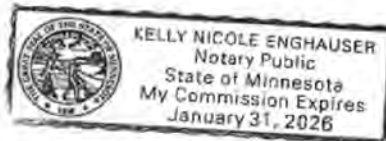
## Surety Acknowledgment

State of MINNESOTA }  
County of Hennepin } ss.

On this 5<sup>th</sup> day of March 2024, before me personally came Michelle Halter, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Federal Insurance Company & Travelers Casualty and Surety Company of America described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

(b)(6)

Notary Public





Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Blake S. Bohlig, Justin Burgos, Brian D. Carpenter, Charles Draper, Kelly Nicole Enghausser, Heather R. Goedtel, Erik T. Gunkel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Haley Pflug and Laurie Pflug** of **Bloomington, Minnesota**

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 **28<sup>th</sup>** day of **April, 2023**.

(b)(6)

Dawn M. Chloros, Assistant Secretary



(b)(6)

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this **28<sup>th</sup>** day of **April, 2023** before me, a Notary Public of New Jersey, personally came **Dawn M. Chloros** and **Stephen M. Haney**, 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 **Dawn M. Chloros** and **Stephen M. Haney**, being by me duly sworn, severally and each for herself and 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

(b)(6)

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, **Dawn M. Chloros**, 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 **5<sup>th</sup>** day of **March, 2024**.



(b)(6)

Dawn M. Chloros, 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

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHELLE HALTER** of **MINNESOTA**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: **(b)(6)**  
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



**(b)(6)**  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of March, 2024.



**(b)(6)**  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.