

Diesel Fuel, Invitation for Bids

Bid Form

Section 1: Trailer Transport

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1

Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ 0.0500 per Gallon (to 4 decimal places)

OPTION 2

Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ 0.0952 per Gallon (to 4 decimal places)

Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$ 0.2800 per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$ 0.1000 per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature:  Date: 05/11/20

Name (Please Print): Thomas F. Flaherty

Title: Vice President

Company: Sprague Operating Resources LLC

Address: 185 International Drive City/State/Zip: Portsmouth, NH 03801

Phone: 877-689-1880 Fax: 914-328-6711 E-mail: Contractdesk@spragueenergy.com

Diesel Fuel, Invitation for Bids

Bid Form

Section 1: Trailer Transport

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1

Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$.0342 per Gallon (to 4 decimal places)

OPTION 2

Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$.1342 per Gallon (to 4 decimal places)

Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$.3400 per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$.3900 per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature:  Date: 5/7/2020

Name (Please Print): Joseph Cote

Title: Chief Supply Officer

Company: Dennis K Burke, Inc

Address: 555 Constitution Drive City/State/Zip: Taunton, MA 02780

Phone: 800-289-2875 Fax: 617-226-4569 E-mail: bids@burkeoil.com

Diesel Fuel, Invitation for Bids

Bid Form
Section 1: Trailer Transport

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1
Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ 0.0481 per Gallon (to 4 decimal places)

OPTION 2
Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ 0.1677 per Gallon (to 4 decimal places)

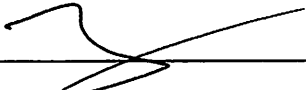
Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$ 0.4177 per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$ 0.4177 per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature:  Date: 5/11/2020

Name (Please Print): Mark Romaine

Title: Chief Operating Officer

Company: Global Montello Group Corp.

Address: 800 South Street, Suite 500 City/State/Zip: Waltham, MA 02454

Phone: (781) 398-4003 Fax: (781) 398-9213 E-mail: bids@globalp.com

Diesel Fuel, Invitation for Bids

Bid Form

Section 2: Franklin County Metered Pump Truck

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1

Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$.3881 per Gallon (to 4 decimal places)

OPTION 2

Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ 0.5377 per Gallon (to 4 decimal places)

Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$ 0.7877 per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$ 0.7877 per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature:  Date: 5/11/2020

Name (Please Print): Mark Romaine

Title: Chief Operating Officer

Company: Global Montello Group Corp.

Address: 800 South Street, Suite 500 City/State/Zip: Waltham, MA 02454

Phone: (781) 398-4003

Fax: (781) 398-9213

E-mail: bids@globalp.com

Diesel Fuel, Invitation for Bids

Bid Form
Section 1: Trailer Transport

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1
Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$.0500 per Gallon (to 4 decimal places)

OPTION 2
Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$.1125 per Gallon (to 4 decimal places)

Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$.1000 per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$.1000 per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature: Matthew Dusseault Date: 5/13/20

Name (Please Print): Matthew Dusseault

Title: VP of Sales


Company: Roberts Energy

Address: 237 Albany Street City/State/Zip: Springfield MA 01105

Phone: 413-736-964 Fax: 413-781-8185 E-mail: mdusseault@robertsrg.com

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.


Thomas F. Flaherty
Vice President

(Signature of individual submitting bid or proposal)

Sprague Operating Resources LLC

(Name of Business)

Attachment 4

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, § 49A, I certify under penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

02-0415440

Social Security Number or
Federal Identification Number

Sprague Operating Resources LLC

Business or Corporate Name

by: 7. Flaherty Thomas F. Flaherty
Vice President
Signature of Individual Corporate Officer (if applicable)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																									
INSURED Sprague Operating Resources LLC 185 International Drive Portsmouth NH 03801 USA		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Zurich American Ins Co</td><td>NAIC #</td><td>16535</td></tr><tr><td>INSURER B:</td><td>American Zurich Ins Co</td><td></td><td>40142</td></tr><tr><td>INSURER C:</td><td></td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	Zurich American Ins Co	NAIC #	16535	INSURER B:	American Zurich Ins Co		40142	INSURER C:				INSURER D:				INSURER E:				INSURER F:			
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INSURER B:	American Zurich Ins Co		40142																								
INSURER C:																											
INSURER D:																											
INSURER E:																											
INSURER F:																											

COVERAGES**CERTIFICATE NUMBER:** 570080580728**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown as are requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0651629728	06/01/2019	06/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$1,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$1,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000																		
MED EXP (Any one person)	\$10,000																		
PERSONAL & ADV INJURY	\$1,000,000																		
GENERAL AGGREGATE	\$1,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP6516296-28	06/01/2019	06/01/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC675608827 AOS WC651613129 MA & WI	06/01/2019 06/01/2019	06/01/2020 06/01/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																		
E.L. EACH ACCIDENT		\$1,000,000																	
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																	
E.L. DISEASE-POLICY LIMIT		\$1,000,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid: Lower Pioneer Valley. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER**CANCELLATION**Lower Pioneer Valley
Educational Collaborative
174 Bush Hill Ave.
West Springfield MA 01089 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : COMMBID

Certificate No : 570080580728

Diesel Fuel, Invitation for Bids

Attachment 5

BUSINESS REFERENCE FORM

Bidder: Sprague Operating Resources LLC

Bid: Additive Premium Diesel Fuel

The Bidder must provide 3 business references from Massachusetts based companies, schools, institutions or governments indicating their names, addresses, telephone numbers, contact persons, dates of service and annual volume of diesel service. The references will demonstrate that during at least the past five (5) years, the bidder has provided safe and efficient services for organizations which have needs that are similar to those of this cooperative. One reference will be of a former customer no longer buying diesel from the bidder.

Reference Name: Massachusetts Transportation Authority Contact: Jim Silva
Address: 10 Park Plaza, Boston, MA 02116 Phone #: (617) 222-5948
Fax: _____ E-mail: jsilva@mbta.com
Dates of Service: 7/2015 - 6/2021 Product Provided: Ultra Low Sulfur Diesel Fuel
Approximate Annual Volume: 6,000,000 gallons

Reference Name: Brocktown Area Transit Authority Contact: Joseph Mech
Address: 155 Court Street, Brocktown, MA 02302 Phone #: () 588-2240x2234
Fax: _____ E-mail: jmech@ridebat.com
Dates of Service: 6/2019 - 6/2020 Product Provided: Ultra Low Sulfur Diesel Fuel
Approximate Annual Volume: _____ gallons

Former Customer:

Reference Name: Massachusetts Transportation Authority Contact: Jim Silva
Address: 10 Park Plaza, Boston, MA 02116 Phone #: (617) 222-5948
Fax: _____ E-mail: jsilva@mbta.com
Dates of Service: 8/2012 - 6/2015 Product Provided: Ultra Low Sulfur Diesel Fuel
Approximate Annual Volume: 4,500,000 gallons



185 International Drive
Portsmouth, NH 03801
(603) 430-5397

May 13, 2020

Mr. Paul Schroeder
Lower Pioneer Valley Educational Collaborative
174 Brush Hill Avenue
West Springfield, MA 01089

Re: Bid Diesel IFB-FY21 - Due 05-13-20

Dear Mr. Schroeder:

Sprague would like to thank the Lower Pioneer Valley Educational Collaborative for the opportunity to review and respond to your recent bid solicitation. Sprague's submission is attached.

Founded in 1870, Sprague is one of the largest independent suppliers of energy products in the northeast United States. As a publically held entity (NYSE: SRLP), our customers have access to the highest levels of financial transparency and ethical standards they need to know Sprague will reliably supply their critical fuel needs. We encourage anyone interested in Sprague to learn more about our history and business today by visiting www.spragueenergy.com/investor-relations. Sprague currently owns and/or controls a network of 22 terminals with a combined refined product storage capacity of 14.8 million barrels, in addition to selling product through an extensive network of third-party terminals across the Northeast. Annual sales exceeded \$3 Billion in 2018. Additional financial information can be found on our website.

Please note we are advised that the using authority is not exempt from Federal LUST, Federal Spill Nora Fee and State Spill Tax. If you disagree, please advise us of the legal authority we should speak with.

Thank you for your consideration, we look forward to your response.

Sincerely,

A handwritten signature in blue ink, appearing to read "Taylor Hudson", with a long horizontal flourish extending to the right.

Taylor Hudson
Managing Director, Commercial Sales

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SPRAGUE OPERATING RESOURCES LLC

185 International Drive

Portsmouth, NH 03801

OWNER:

(Name, legal status and address)

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE

174 Brush Hill Avenue

West Springfield, MA 01089

BOND AMOUNT: One Thousand and No/100 ——— (\$1,000.00) Dollars

PROJECT:

(Name, location or address, and Project number, if any)

ULS Premium Diesel Fuel

SURETY:

(Name, legal status and principal place of business)

FEDERAL INSURANCE COMPANY

202B Halls Mill Road, P.O. Box 1650

Whitehouse Station, NJ 08889-1650

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

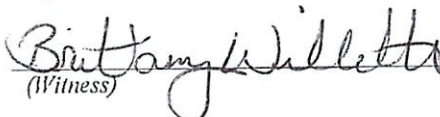
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 13th day of May

2020


(Witness)

SPRAGUE OPERATING RESOURCES LLC

(Principal)  (Seal)

(Title) VP, Secretary, General Counsel

FEDERAL INSURANCE COMPANY

(Surety)  (Seal)

(Title) Elizabeth P. Cervini Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 651110

CHUBB

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 Jonathan F. Black, Denise M. Bruno, Julia R. Burnet, Elizabeth P. Cervini, James M. DiSciullo, Stephanie S. Helmig, Melissa J. Hinde, Joyce M. Houghton, David A. Johnson, David C. Rosenberg, Harry C. Rosenberg, John E. Rosenberg, Matthew J. Rosenberg and Nolan P. Steele of Wayne, Pennsylvania

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 2nd day of October, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 2nd day of October, 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



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316886
Commission Expires July 16, 2024

Katherine J. Adelaar

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"):

- (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**, 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

13th day of May, 2020.



Dawn M. Chloros

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