

CONTRACT CONTROL FORM

PROJECT: 789082

CONTACT PERSON: Randi Guthrie

CCN: _____

(New/Existing) New

Type of Paperwork IIA Procedure B

Project Name/Description (From CTS): ABB ABQ Addition

Developer/Owner/Vendor ABB Installation Products, Inc

Contract Amount \$173,060.32 Contract Period: 5/13/24 - 05/01/2026

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>[Signature]</u> DS	<u>5/9/2024 2:57 PM MDT</u>
Legal Department	<u>[Signature]</u> DS	<u>5/9/2024 3:12 PM MDT</u>
City Engineer	<u>[Signature]</u> DS	<u>5/13/2024 7:58 AM MDT</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____

Received by City clerk _____



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: **ABB ABQ Expansion, 6625 Bluewater Rd.**
Project Number: **CPN # 789082**

THIS AGREEMENT is made upon the date of the latest signature below, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and ABB Installation Product, Inc ("Developer"), a corporation formed under the laws of the State of Delaware, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is david.jaramillo@us.abb.com, whose address is 6625 Bluewater Rd NW (Street or PO Box) Albuquerque (City, State), 87121 (Zip Code) and whose telephone number is +1 505-831-2770, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital.** The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **Tract A Atrisco Business Park Unit 1** recorded on **October 31, 1972**, attached, pages **D5-62** through **D5-62**, as Document No. **N/A** in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] **ABB, Installation Productions Inc.** ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **Tract A-1, Unit 1, Atrisco Business Park** describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the Final Plat, Building Permit or the Site Plan.

2. **Improvements and Construction Deadline.** The Developer agrees to install and complete the public and/or private improvements described in the approved Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6, at no cost to the City. All of the improvements on the approved Infrastructure List are to be included in this Agreement, unless the approved Infrastructure List indicates phasing of the improvements; or indicates them as "Deferred" and they are shown in greater detail on the Developer's proposed and approved plans, which have

been filed with the City Engineer.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City’s Development Hearing Officer (“DHO”), unless the DHO grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual (“DPM”), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee 6.6%	\$8,413.98
Testing Fee 2%	\$2,549.69
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved <i>Combined DRC Application</i> .

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the

Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. The City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data as required for project close out, and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. The City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review.

D. Additional Testing. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued

by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: **Bond**

Amount: \$ 173,060.32

Name of Financial Institution or Surety providing Guaranty:

Federal Insurance Company

Date City first able to call Guaranty (Construction Completion Deadline): **May 1, 2026**

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____

Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City.

Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

21. Form Not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

DEVELOPER: ABB Installation Product, Inc

By [Signature]: [Signature]

Name [Print]: David Jaramillo

Title: General Manager

Dated: 5/9/2024

DEVELOPER'S NOTARY

STATE OF New Mexico)

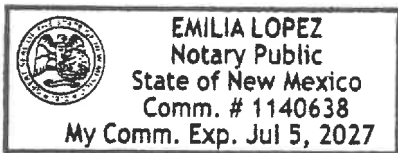
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on this 9th day of May, 2024, by
[name of person:] David Jaramillo, [title or capacity, for instance,
"President" or "Owner":] General Manager of
[Developer:] ABB Installation Product, Inc.

(SEAL)

[Signature]
Notary Public

My Commission Expires: July 5, 2027



CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

April 23, 2024

Type of Estimate: I.I.A. Procedure B with FG

Project Description:

Project ID #: 789082 ABB ABQ Expansion, 6625 Bluewater NW

Requested By: Cole Bishop

Approved Estimate Amount: \$ 118,452.57

Contingency Amount: 0.00% \$ -

Subtotal: \$ 118,452.57

PO Box 1293

NMGRT: 7.625% \$ 9,032.01

Subtotal: \$ 127,484.58

Albuquerque

Engineering Fee: 6.60% \$ 8,413.98

New Mexico 87103

Testing Fee: 2.00% \$ 2,549.69

Subtotal: \$ 138,448.25

www.cabq.gov

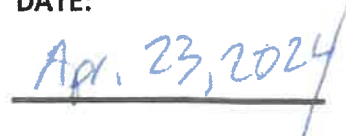
FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 173,060.32

APPROVAL:



DATE:



Notes: Work order plans are approved.

IIA Engineering Estimate for Public Improvements					
Item No.	Short Description	Unit	Est. Unit Price (\$)	Est. Quantity	Est. Amount (\$)
336.024	ASP Conc, Superpave, 3", M	SY	27.72	814.33	\$ 22,573.23
336.021	ASP Conc, Superpave, 1.5", M	SY	12.39	542.89	\$ 6,726.41
340.01	SDWK, 4", PCC	SY	65.22	168	\$ 10,956.96
340.02	DRVPD, 6", PCC	SY	93.75	215	\$ 20,156.25
340.025	WLCHR ACC RAMP, 4" PCC	EA	2726.08	4	\$ 10,904.32
340.029	DETECT WARN SURFACE	SF	39.41	48	\$ 1,891.68
340.05	C & G, STD, PCC	LF	29.27	323	\$ 9,454.21
343.08	Remove & Dispose C&G	LF	9.59	364	\$ 3,490.76
343.09	EXIST. SDWK & DRVEPAD, R&D	SY	12.78	222	\$ 2,837.16
428.033	PREF DTR LP 6x40	EA	1962.66	5	\$ 9,813.30
440.001	REF PNT MRK 4	LF	1.55	1,306	\$ 2,024.30
440.002	REF PNT MRK 6	LF	1.47	260	\$ 382.20
440.01	REF PNT ARW	EA	81.52	11	\$ 896.72
441.02	REF PLAS WD ONLY	EA	221.74	4	\$ 886.96
441.005	THERMOPLASTIC MARKINGS FOR THE STOP BAR AND CROSS WALK	LF	6.52	700	\$ 4,564.00
443.101	REM PAV STRP	LF	1.3	521	\$ 677.30
443.102	REM PAV ARR, SYM, WD	EA	111.39	1	\$ 111.39
603.04	GVL FILTER MATL	CY	71.33	2.88	\$ 205.43
	TOTAL PRICE				\$ 108,552.58
4.01	STAKING AT 1.43%			1.430%	\$ 1,552.30
6.05	MOBILIZATION AT 4.26%			4.260%	\$ 4,624.34
19.01	TRAFFIC CONTROL & BARRICADING AT 3.43%			3.430%	\$ 3,723.35
	TOTAL PRICE WITH OVERHEAD				\$ 118,452.57

Approved as basis of financial guaranty amount, April 23, 2024



The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DFT approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Cnst Engineer
							/	/
							/	/

Approval of Creditable Items: _____

Impact Fee Administrator Signature _____ Date _____

City User Dept. Signature _____ Date _____

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA. Street lights per City requirements.

- _____
- _____
- _____

AGENT / OWNER DEVELOPMENT FACILITATION TEAM APPROVALS

MADISON JUREWICZ NAME (print) _____ City, State _____ Apr 12, 2024 _____ Apr 12, 2024

KIMLEY-HORN AND ASSOCIATES FIRM _____

Madison Jurewicz 1/30/2024 _____

_____ SIGNATURE - date _____

_____ PLANNING - date _____ Apr 12, 2024 _____ Apr 12, 2024

_____ TRANSPORTATION DEVELOPMENT - date _____ AMAFCA - date _____

_____ UTILITY DEVELOPMENT - date _____ CODE ENFORCEMENT - date _____

_____ CITY ENGINEER - date _____ Apr 12, 2024 _____ HYDROLOGY - date _____

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. K4188163A

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we ABB Installation Products Inc. ("Developer") a Washington Corporation as "Principal", and Federal Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Indiana and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of One Hundred Seventy-Three Thousand-Sixty-----32/100Dollars, (\$173,060.32), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as: TRACT A-1, Unit 1 Atrisco Business Park ("Developer's Property"), City Project No.789082; and

WHEREAS, said Developer's Property is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Integrated Development Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property:
Construct new asphalt pavement (new 10.5" wide turn lane), construct new curb and gutter, construct new concrete sidewalk, demolition of existing curb and gutter and sidewalk, striping ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between ABB Installation Products Inc. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on 05/14/2024 as Document Number 2024032826, as amended by change order or amendments to the agreement.

Bond No. K4188163A

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before December 18, 2024 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed 3rd day of May, 2024.

DEVELOPER

ABB Installation Products Inc.

By: Shevaun Macari

By: [Signature]

Name: Shevaun Macari

Name: Daniel Hagmann

Title: VP - Risk Mgt

Title: SVP

Dated: May 6, 2024



SURETY

Federal Insurance Company

By: Joanne C. Wagner

Name: Joanne C. Wagner

Title: Attorney In Fact

Dated: May 3, 2024



*NOTE: Power of Attorney for Surety must be attached.



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 Kimberly G. Sherrod and Babette Ward of Columbus, Ohio; Dana Donahue, Patricia Dorsaneo, George Gionis, Wayne G. McVaugh, Sara Owens, Patricia A. Rambo and Lori S. Shelton of Philadelphia, Pennsylvania; Cathy H. Ho and Justin Johnson of Pittsburgh, Pennsylvania; Annmarie Breene and Joanne C. Wagner of Radnor, 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, 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 4th day of April 2024.

Rupert HD Swindells signature
Rupert HD Swindells, Assistant Secretary

Warren Eichhorn signature
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 4th 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 50202369
Commission Expires August 22, 2027

Albert Contursi signature
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"):

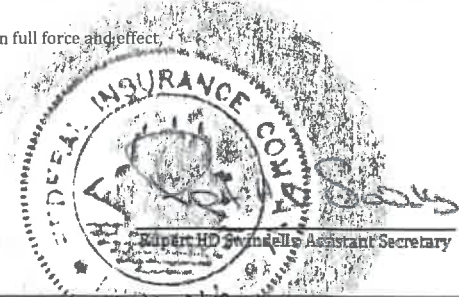
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute 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 3, 2024



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

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
 December 31, 2023
 (in thousands)


ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash, Cash Equivalents, and ST Investments	\$ 258,260	Outstanding Losses and Loss Expenses	\$ 9,827,827
United States Government, State and Municipal Bonds	3,248,130	Reinsurance Payable on Losses and Expenses	1,718,382
Other Bonds	7,765,988	Unearned Premiums	2,889,835
Stocks	283,737	Ceded Reinsurance Premiums Payable	344,549
Other Invested Assets	<u>1,763,264</u>	Other Liabilities	<u>518,090</u>
TOTAL INVESTMENTS	<u>13,319,359</u>	TOTAL LIABILITIES	<u>15,304,683</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	433,797	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	380,848	Unassigned Funds	<u>2,079,216</u>
Chubb Indemnity Ins. Co.	186,514	SURPLUS TO POLICYHOLDERS	<u>4,811,672</u>
Chubb National Ins. Co.	199,440		
Other Affiliates	117,568		
Premiums Receivable	2,282,901		
Other Assets	<u>3,215,828</u>		
TOTAL ADMITTED ASSETS	<u>\$ 20,116,355</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 20,116,355</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2023, investments with a carrying value of \$565,024,973 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2023.

Sworn before me this March 11, 2024


 Senior Vice President


 Notary Public

August 8, 2027
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Diane Wright, Notary Public
 Philadelphia County
 My commission expires August 8, 2027
 Commission number 1235745
 Member, Pennsylvania Association of Notaries

A M E N D E D

State Corporation Commission
of New Mexico

Department of Insurance

No. 000092



1990

CERTIFICATE OF AUTHORITY

It Is Hereby Certified, That the _____

FEDERAL INSURANCE COMPANY

Capital Center

251 North Illinois, Suite 1100

Indianapolis, Indiana 46204

has complied with the requirements of the laws of this State applicable to
said Company and is hereby authorized to transact the business of
Casualty and/or Surety

Property and/or Marine & Transportation and Vehicle

KINDS OF INSURANCE

Insurance in accordance with its Charter or Certificate of Incorporation
within the State of New Mexico, subject to the provisions and requirements
of law.

In Witness Whereof, The Superintendent of
Insurance of the State of New Mexico has caused
this license to be signed and the seal of said Super-
intendent to be affixed hereto at the city of Santa

Fe, this 25th day of March

A. D. 1990

Calvin C. Sawyer
SUPERINTENDENT OF INSURANCE



Bernalillo County, NM
415 Silver Ave. SW, 2nd Floor
P.O. Box 542
Albuquerque, NM 87102

Receipt: 1519155

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	17
	Document #	2024032826
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 270
Paid By JEREMY SHOCKLEY
Phone # 8326613946

Thank You!

5/14/24 3:04 PM MST msouchet