

## **PART V AGREEMENT**

THIS AGREEMENT is dated this 6 day of August, 2019, by and between Laramie County (hereinafter called Owner) and JTL Group Inc., dba Knife River, (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. WORK**

The project for which the Work under the Contract Documents is generally described is as follows:

Venture Drive Overlay

### **Article 2. ENGINEER**

BenchMark Engineers, P.C.  
1920 Thomes Avenue, Suite 200  
Cheyenne, WY 82001  
(307) 634-9064

hereinafter called Engineer, will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **Article 3. CONTRACT TIME**

- 3.1 The Work will be substantially completed and ready for final payment in accordance with the General Conditions by October 31, 2019.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay Owner an amount based on the original contract amount as specified in the Supplemental Conditions, Section 3, for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is Substantially complete.

### **Article 4. CONTRACT PRICE**

Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents, the prices bid for the unit or lump sum items as set forth in the conformed copy of the Proposal Schedule hereto attached, which prices shall conform to those in the accepted

Contractor's Proposal on file in the office of the Owner. Monthly and final payment shall be made as provided in the General Conditions.

Whenever any portion of the Work is to be performed for Contractor by a Subcontractor, Contractor shall have identified in writing, and given to Owner prior to the Notice of Award, those portions of the Work that Contractor proposes to subcontract. After the Notice of Award, Contractor may only subcontract portions of the Work with Owner's written consent.

#### Article 5. CHANGES IN THE WORK

The amount of any increases or decreases in the Contractor's Fee which results from a Change Order shall be set forth in the applicable Change Order. No increases or decreases in the Contractor's Fee will be allowed without an approved Change Order.

#### Article 6. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Conditions. The Applications for Payment will indicate the amount of the Contractor's Fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications of Payment as recommended by Engineer. All such payments shall be subject to the limitations of the Proposal Schedule.

All such payments will be on the basis of the progress of the Work measured by the Schedule of values provided for in the General Conditions.

Payments prior to Final Payment shall be in an amount equal to 90% of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the schedule of values provided for in the General Conditions.

- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, the Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph.

#### Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, the Contractor makes the following representations:

- 7.1 Contractor has become familiar with the nature and extent of the Contract Documents, work locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

## Article 8. ACCOUNTING RECORDS

Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to Owner. Contractor shall preserve all such documents for a period of three (3) years after the final payment by Owner.

## Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the Agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 9.1 This Agreement (pages V-1 through V-18, inclusive).
- 9.2 Performance and other Bonds.
- 9.3 Notice of Award.
- 9.4 Wyoming Public Works Standard Specifications - 2015 Edition, with amendments.
- 9.5 General Conditions (pages VI-1 through VI-31, inclusive).
- 9.6 Supplementary Conditions (pages VII-1 through VII-4 inclusive).
- 9.7 Special Provisions included with this project manual.
- 9.8 Drawings consist of sheets: Cover and 1-5 with each sheet bearing the following general title: Venture Drive Overlay.
- 9.9 Any addenda to the Notice to Bidders.
- 9.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may be altered, amended, or repealed only by a Modification (as defined in the General Conditions).

## Article 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by the law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 10.3 Owner and Contractor each bind themselves their partners, successors, assigns and legal representatives to the other party hereto, and the partners, successors, assigns and legal representatives of the other party, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 Retention of Records: Contractor agrees to retain all required records for three (3) years after Owner makes final payment and all other matters relating to the Agreement are concluded. Contractor agrees to permit access by the Owner or any of its duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by Contractor under this contract shall be considered the property of the Owner and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the Owner, will be turned over to the Owner.
- 10.5 Independent Contractor: The services to be performed by Contractor are those of an independent contractor and not as an employee of Owner. Contractor will be treated as an independent contractor for federal tax filing purposes. Contractor assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. Contractor is free to perform the same or similar services for others.
- 10.6 Acceptance Not Waiver: Owner approval of the reports, and Work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for the technical accuracy of the Work. Owner approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 10.7 Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Owner is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- 10.8 Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Contractor and to Owner in executing this Agreement. This provision is not intended nor shall it be construed to waive Owner's governmental immunity as provided in this Agreement.
- 10.9 Contingencies: Contractor certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.



- 10.10 Discrimination: All parties agree they will not discriminate against any person who performs Work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- 10.11 ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.
- 10.12 Governmental/Sovereign Immunity: Owner does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this Agreement. Further, Owner fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- 10.13 Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- 10.14 Conflict of Interest: Owner and Contractor affirm, to their knowledge, no Contractor employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Contractor, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- 10.15 Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, acts of God or public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- 10.16 Limitation on Payment: Owner's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Contractor the Agreement may be terminated by Owner at the end of the period for which funds are available. Owner shall notify Contractor at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if Owner knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Owner in the event this provision is exercised, and Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Owner to terminate this Agreement in order to acquire similar services from another party.
- 10.17 Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed

to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

- 10.18 Compliance with Law: Contractor shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed and identified by Owner, or by Engineer on Owner's behalf, and Contractor.

This Agreement is effective the date first written above on page V-I.

OWNER: Laramie County

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

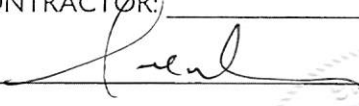
ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

Address for giving Notices:


13797 Prairie Center Circle  
Cheyenne, Wyoming 82009

CONTRACTOR: JTL Group Inc., Knife River

BY:  \_\_\_\_\_

TITLE: President/General Manager

(Corporate Seal)

ATTEST:  \_\_\_\_\_

TITLE: Office Manager

Address for giving Notices:

PO Box 20150

Cheyenne, WY 82003

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
LARAMIE COUNTY ATTORNEY



**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That JTL Group, Inc. dba Knife River

(Name of Contractor)

P.O. Box 20150, Cheyenne, WY 82001

(Address of Contractor)

a Corporation, hereinafter called Principal, and

Liberty Mutual Insurance Company &  
Travelers Casualty and Surety Company of America

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto Laramie County, 310 West 19th Street, Cheyenne, Wyoming, 82001, hereinafter called Owner, in the penal sum of: Four Hundred Seventy Seven Thousand Five Hundred Sixty Nine and 40/100 Dollars (\$ 477,569.40), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 6 day of August, 2019, a copy of which is hereto attached and made a part hereof, for the construction of ~~the~~ Venture Drive Overlay project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions, and agreements, of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one (1) year guaranty period, and if the principal shall satisfy all the claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the to Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 6 day of August, 2019.

Carolyn Pasquini  
(Witness)

JTL Group, Inc. dba Knife River

(Principal)

Rv:

Joseph D. Wiesen

Wyoming President/General Manager

P.O. Box 20150

Cheyenne, WY 82001

(Address)

Liberty Mutual Insurance Company &  
Travelers Casualty and Surety Company of America

(Surety)

By:

Blake S. Bohlig

(Attorney-in-fact)

Countersigned:

175 Berkeley Street, Boston, MA 02116 &

One Tower Square, Hartford, CT 06183

(Address)

By: N/A  
(Wyoming Registered Agent)

N/A

(Address)

NOTE: Date of Bond must be same as date of Contract. If Contractor is a partnership, all partners should execute Bond.


IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Wyoming.

# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, before me personally came Blake S. Bohlig, to me known, who being by me duly sworn, did depose and say that he is the Attorney-in-Fact of Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America described in and which executed the above instrument; that he 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 signed his name to it by like order.

  
\_\_\_\_\_  
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8196930-190003**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicole Langer, Blake S. Bohligh, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Craig Olmstead

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of September, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 28th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





**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 **Blake S. Bohlilg** of **BLOOMINGTON**

**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.

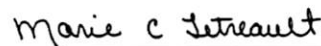
By:   
Robert L. Raney, Senior Vice President

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**



  
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 \_\_\_\_\_ day of \_\_\_\_\_,



  
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.**

**LARAMIE COUNTY  
NOTICE TO PROCEED**

August 20, 2019

JTL Group Inc. dba Knife River  
Attn: Joseph Wiesen  
PO Box 20150  
Cheyenne, Wyoming 82003

Dear Mr. Wiesen:

You are hereby authorized to proceed on this date, August 21, 2019, with the construction of Venture Drive Overlay, as set forth in the Contract Documents.

LARAMIE COUNTY

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

Title: \_\_\_\_\_

The Contractor is required to return an acknowledged copy of this Notice to Laramie County Public Works Department.

Acknowledged:

\_\_\_\_\_  
Contractor

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
LARAMIE COUNTY ATTORNEY

