

VILLAGE OF BRADLEY

RESOLUTION NO. R-11-23-02

A RESOLUTION ACCEPTING BIDS IN CONNECTION WITH LIL'S PARK IMPROVEMENT
PROJECT

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 13 DAY OF November, 2023

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 13 day of Nov., 2023

RESOLUTION NO. R-11-23-02

**A RESOLUTION ACCEPTING BIDS IN CONNECTION WITH LIL'S PARK
IMPROVEMENT PROJECT**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, on or around October 14, 2023, the Village published an advertisement for bids for the pending Lil's Improvement Project (the "Project"); and

WHEREAS, the Village opened and reviewed all bids received in relation to the Project on October 31, 2023; and

WHEREAS, the Corporate Authorities of the Village have determined that Tenco Excavating, Inc, Earthworks By Lavicka Inc., Allied Fence Corporation, Fountain Technologies LTD., Piggush Simoneau Inc., Ramcorp Inc., Piggush Simoneau Inc., Langlois Roofing Inc., Tatro Painting & Decorating, Glade Plumbing & Piping Co., Ruder Electric Inc., (herein after referred to as the "Vendors") were the lowest responsible bidders for each respective contract included in the Project; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Tenco Excavating, Inc. ("Tenco"), in the total amount of four hundred forty four thousand dollars and 00/100 (\$444,000.00) for the sitework in connection with the Project (a copy of the Tenco's bid is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Earthworks By Lavicka Inc. ("Lavicka"), in the total amount of two hundred seventy eight thousand five hundred twenty five dollars and 00/100 (\$278,525.00) for the landscape contract for the Project (a copy of the Lavicka's bid is attached hereto as Exhibit B and fully incorporated herein); and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Alliance Fence Corporation ("Alliance"), in the total amount of sixty-six thousand forty dollars and 00/100 (\$66,040.00) for fencing for the Project (a copy of the Alliance's bid is attached hereto as Exhibit C and fully incorporated herein).

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Fountain Technologies LTD. ("Fountain Technologies"), in the total amount of five hundred sixty thousand eight hundred fifty dollars and 00/100 (\$560,850.00) for the splash pad supply & installation for the Project (a copy of the Fountain Technologies' bid is attached hereto as Exhibit D and fully incorporated herein).

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Piggush Simoneau Inc. (“PSI”), in the total amount of four hundred twenty five thousand one hundred thirty eight dollars and 00/100 (\$425,138.00) for concrete work for the Project (a copy of the PSI bid is attached hereto as Exhibit E and fully incorporated herein).

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Ramcorp Inc., (“Ramcorp”), in the total amount of one hundred thirty two thousand dollars and 00/100 (\$132,000.00) for the masonry work for the Project (a copy of the Ramcorp’s bid is attached hereto as Exhibit F and fully incorporated herein).

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Piggush Simoneau Inc. (“PSI”), in the total amount of five hundred forty three thousand nine hundred four dollars and 00/100 (\$543,904.00) for the general trades for the Project (a copy of the PSI bid is attached hereto as Exhibit G and fully incorporated herein).

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Langlois Roofing Inc. (“Langlois”), in the total amount of sixty-three thousand five hundred ten dollars and 00/100 (\$63,510.00) for the roofing Project (a copy of the Langlois bid is attached hereto as Exhibit H and fully incorporated herein).

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Tatro Painting & Decorating, (“Tatro”), in the total amount of twenty thousand five hundred seventy nine dollars and 00/100 (\$20,579.00) for the painting Project (a copy of the Tatro bid is attached hereto as Exhibit I and fully incorporated herein).

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Glade Plumbing & Piping Company (“Glade”), in the total amount of one hundred twenty seven thousand seven hundred seventy dollars and 00/100 (\$127,770.00) for the plumbing & mechanical contract portion of the Project (a copy of the Glade bid is attached hereto as Exhibit J and fully incorporated herein).

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to accept the bid from Ruder Electric Inc. (“Ruder”), in the total amount of three hundred three thousand six hundred sixty dollars and 00/100 (\$303,660.00) for the electrical portion the Project (a copy of the Ruder bid is attached hereto as Exhibit K and fully incorporated herein).

WHEREAS, pursuant to Ordinance No. O-09-23-01, adopted on September 11, 2023, the Corporate Authorities of the Village authorized the Village President and the Village Finance Director to enter into a loan from Midland States Bank by way of a draw down line of credit in the amount of nine million nine hundred thousand and 00/100 dollars (\$9,900,000.00) to be used for public improvements by the Village, including but not limited to the development of Village

owned athletic fields, infrastructure improvements, improvements to Village parks, including the development of new parks and/or park amenities, and land acquisition related to economic development within the Village (the "Loan").

WHEREAS, all the contracts awarded by this Resolution relate to the purpose of the Loan.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find and declare that the bid received by from Tenco Excavating, Inc. for the sitework contract in connection with the Project, a copy which is attached hereto as Exhibit A and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Tenco for the total amount of four hundred forty-four thousand dollars and 00/100 (\$444,000.00).

SECTION 3. The Corporate Authorities of the Village hereby find and declare that the bid received Earthworks By Lavicka Inc. for the landscape contract in connection with the Project, a copy which is attached hereto as Exhibit B and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Lavicka for the total amount of two hundred seventy eight thousand five hundred twenty five dollars and 00/100 (\$278,525.00).

SECTION 4. The Corporate Authorities of the Village hereby find and declare that the bid received by from Alliance Fence Corporation for the fence contract in connection with the Project, a copy which is attached hereto as Exhibit C and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Alliance for the total amount of sixty-six thousand forty dollars and 00/100 (\$66,040.00).

SECTION 5. The Corporate Authorities of the Village hereby find and declare that the bid received by from Fountain Technologies LTD. for the splash pad supply & installation in connection with the Project, a copy which is attached hereto as Exhibit D and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Fountain Technologies for the total amount of five hundred sixty thousand eight hundred fifty dollars and 00/100 (\$560,850.00)

SECTION 6. The Corporate Authorities of the Village hereby find and declare that the bid received by from Piggush Simoneau Inc. for the concrete contract in connection with the Project, a copy which is attached hereto as Exhibit E and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to PSI for the total amount of four hundred twenty five thousand one hundred thirty eight dollars and 00/100 (\$425,138.00).

SECTION 7. The Corporate Authorities of the Village hereby find and declare that the bid received by from Ramcorp Inc. for the masonry contract in connection with the Project, a copy

which is attached hereto as Exhibit F and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Ramcorp for the total amount of one hundred thirty-two thousand dollars and 00/100 (\$132,000.00)

SECTION 8. The Corporate Authorities of the Village hereby find and declare that the bid received by from Piggush Simoneau Inc. for the general trades contract in connection with the Project, a copy which is attached hereto as Exhibit G and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to PSI for the total amount of five hundred forty three thousand nine hundred four dollars and 00/100 (\$543,904.00).

SECTION 9. The Corporate Authorities of the Village hereby find and declare that the bid received by from Langlois Roofing Inc. for roofing contract in connection with the Project, a copy which is attached hereto as Exhibit H and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Langlois for the total amount sixty-three thousand five hundred ten dollars and 00/100 (\$63,510.00)

SECTION 10.The Corporate Authorities of the Village hereby find and declare that the bid received by from Tatro Painting & Decorating for the painting contract in connection with the Project, a copy which is attached hereto as Exhibit I and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Precise for the total amount of twenty thousand five hundred seventy nine dollars and 00/100 (\$20,579.00).

SECTION 11.The Corporate Authorities of the Village hereby find and declare that the bid received by from Glade Plumbing & Piping Company for the plumbing contract in connection with the Project, a copy which is attached hereto as Exhibit J and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Glade for the total amount of one hundred twenty seven thousand seven hundred seventy dollars and 00/100 (\$127,770.00).

SECTION 12.The Corporate Authorities of the Village hereby find and declare that the bid received by from Ruder Electric Inc. for the electrical contract in connection with the Project, a copy which is attached hereto as Exhibit K and fully incorporated herein, is fair, reasonable, and acceptable to the Village and hereby awards said contract to Ruder for the total amount of three hundred three thousand six hundred sixty dollars and 00/100 (\$303,660.00)

SECTION 13. The Corporate Authorities of the Village hereby authorize and direct the Village President to take any actions necessary to effectuate the intent of this Resolution, which is to accept the bids from each of the vendors for the Project and to award each such vendor the respective contract bid for.

SECTION 14. The Corporate Authorities of the Village hereby authorize the Village President and the Village Finance Director to make a draw on the Loan in an amount not to exceed two million nine hundred sixty-five thousand nine hundred seventy-six dollars and 00/100 (\$2,965,976.00), for the purpose of paying all the contracts awarded by this Resolution.

SECTION 15. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of

the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 16. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 17. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 18. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 13 day of Nov, 2023.

TRUSTEES:

RYAN LEBRAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 6 Nay - Ø Absent - Ø

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 13 day of November, 2023.

Michael Watson
MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B112302 "A RESOLUTION ACCEPTING BIDS IN CONNECTION WITH THE LIL'S PARK IMPROVEMENT PROJECT," which was adopted by the Village Corporate Authorities at a meeting held on the 13 day of Nov, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13 day of Nov, 2023.

Julie Tambling

JULIE TAMBLING, VILLAGE CLERK



... ..
... ..
... ..
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... ..

Handwritten signature

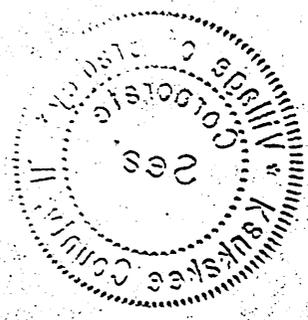


EXHIBIT A

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form



BID FORM

Bid To: **PSI General Contractors
660 N Cherry Ave
Kankakee, IL 60901**

Bidder Name: Tenco Excavating, Inc.

Contact: Keith Nugent

Address: 106 Mooney Drive

Bourbonnais, IL 60914

Telephone: 815.929.9014

Fax: 815.929.9016

Project: **Village of Bradley
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915**

I acknowledge receipt of the following Addenda:

No. 1 Date 10/23/23

No. 2 Date 10/25/23

No. 3 Date 10/27/23

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: 1

Bid Package Description: Sitework

Base Bid: \$444,000.00

Four Hundred Forty Four Thousand and 00/100***

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts (added or deleted) \$ 80.00 /CY

Unit price for Asphalt Paving (added or deleted) \$ 22.00 /SY

Unit price for Rock Removal (added or deleted) \$ 145.00 /CY

Unit price for geotextile fabric (added or deleted) \$ 2.50 /SY

Unit price for furnish and install topsoil (added or deleted) \$ 30.00 /CY

Unit price for furnish and install silt fence (added or deleted) \$ 2.75 /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete (added or deleted) \$ N/A /CY

Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

Tenco Excavating, Inc.
(Bidder),

Having fewer than 25 employees, does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

Tenco Excavating, Inc. having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

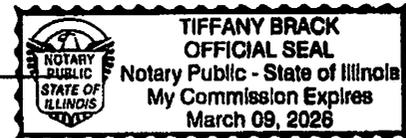
Firm Name: Tenco Excavating, Inc.

By: *Keith Ward*
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, 2016. 23

Tiffany Brack
Notary Public



CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by: 11/07/2023
Work Start: Pending IDPH Permit Approval
Substantial Completion: Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

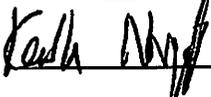
Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: _____

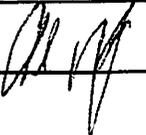
State of Corporation: Illinois

Signature of Officer: 

Name of Individual: Keith Nugent

President: Keith Nugent

Treasurer: Chad Nugent

Attest  Signature of Secretary

_____ (Seal)

Bid To: **PSI General Contractor**
660 N Cherry Ave
Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

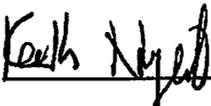
I, the individual whose signature appears below on this bid/contract for

Sitework

(Description of item(s) bid)

Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: Tenco Excavating, Inc.

Signed: 

Printed Signature: Keith Nugent

Title: President

Attest (if a corporation): 

Title: Secretary/ Treasurer

Dated: 10/31/2023

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

Bid To: Piggush Simoneau Inc
660 N Cherry Ave
Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Tenco Excavating, Inc. _____, ("Contractor"),
(Name of Contractor),

having submitted a bid/proposal for Sitework to
(General description of item(s) bid on)

the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

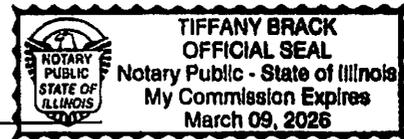
Firm Name: Tenco Excavating, Inc.

By: *[Signature]*
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, 2016 23

[Signature]
Notary Public



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Tenco Excavating, Inc.

106 Mooney Drive
Bourbonnais, IL 60914

OWNER:

(Name, legal status and address)

Village of Bradley
147 S. Michigan Avenue
Bradley, IL 60915

BOND AMOUNT: * TEN PERCENT OF AMOUNT BID *****

SURETY:

(Name, legal status and principal place
of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

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.

PROJECT:

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

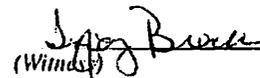
Lil's Park Splash Pad Bid Package #1 Sitework, Asphalt Paving, and Site Utilities

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 31st day of October 2023
Tenco Excavating, Inc.


(Witness)

(Principal)

(Title)

Hudson Insurance Company

(Surety)

(Title) Thomas O. Chambers, Attorney-in-Fact

(Seal)

(Seal)

Init.

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereto duly authorized, on this 3rd day of June, 2022 at New York, New York.



Attest: Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument 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 thereto by like order.



ANN MURPHY Notary Public, State of New York No. 01M16067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this 31st day of October, 2023



By: Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF Racine)

ON THIS 31st day of October, 2023,

before me, a notary public, within and for said County and State, personally appeared Thomas O. Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Hudson Insurance Company, a corporation of Delaware, created, organized and existing under and by virtue of the laws of the State of Delaware; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Jackie Sheldon
Notary Public, Racine County, Wisconsin
My Commission Expires 2/13/2027



EXHIBIT B



CONSTRUCTION
MANAGER
815-932-4184
www.psi-builds.com



BID FORM

Bid To: **PSI General Contractors**
660 N Cherry Ave
Kankakee, IL 60901

Bidder Name: Earthworks By Lavicka, Inc.

Contact: Jan Lavicka

Address: 2396 EAST 900 NORTH ROAD
MILFORD IL 60953

Telephone: 815-889-5540

Fax: 815-889-5163

Project: **Village of Bradley**
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915

I acknowledge receipt of the following Addenda:

No. 1 Date 10-23-23
No. 2 Date 10-25-23
No. 3 Date 10-27-23

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: 2

Bid Package Description: Landscape, PLANTS, Pavers, STONES, SOILS, SPRINKLER

Base Bid: \$ 278,525.00

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts
(added or deleted) \$ N/A /CY

Unit price for Asphalt Paving (added or deleted) \$ N/A /SY

Unit price for Rock Removal (added or deleted) \$ N/A /CY

Unit price for geotextile fabric (added or deleted) \$ N/A /SY

Unit price for furnish and install topsoil (added or deleted) \$ N/A /CY

Unit price for furnish and install silt fence (added or deleted) \$ 2.50 /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete
(added or deleted) \$ N/A /CY

CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by:
Work Start:
Substantial Completion

11/07/2023
Pending IDPH Permit Approval
Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: _____ *Justin J. Lankica*

State of Corporation: _____ *Illinois*

Signature of Officer: _____ *Justin J. Lankica*

Name of Individual: _____ *JUSTIN J LANKICA*

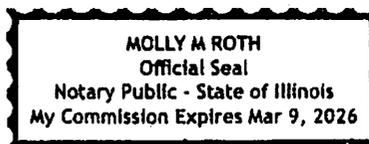
President: _____ *Justin J. Lankica*

Treasurer: _____ *Jim M. Lankica*

Attest _____ *Jim M. Lankica*

Signature of Secretary

Molly M. Roth _____ (Seal)



Bid To: **PSI General Contractor**
660 N Cherry Ave
Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

I, the individual whose signature appears below on this bid/contract for

Justin J Lavicka
(Description of Item(s) bid)

Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: Earthworks By Lavicka Inc.

Signed: Justin J Lavicka

Printed Signature: Justin J Lavicka

Title: President

Attest (if a corporation): Jan M Lavicka

Title: Secretary

Dated: Oct. 31, 2023

Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

Earthworks By Lavicka, Inc.
(Bidder),

Having fewer than 25 employees, does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

_____ having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

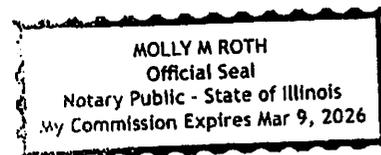
Firm Name: Earthworks By Lavicka, Inc.

By: *[Signature]*
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, 2016. 2023

[Signature]
Notary Public



Bid To: Piggush Simoneau Inc
660 N Cherry Ave
Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Earthworks By Lavička, Inc., ("Contractor"),
(Name of Contractor),

having submitted a bid/proposal for Landscape to
(General description of item(s) bid on)

the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

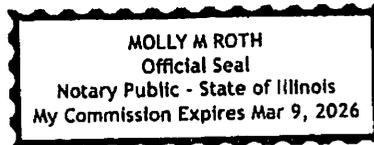
Firm Name: EARTHWORKS By Lavička, Inc.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, 2016. 2023

[Signature]
Notary Public



BID BOND
(Percentage)

Bond No. 66843160

KNOW ALL PERSONS BY THESE PRESENTS, That we Earthworks By Lavicka
of 2396 East 900 North Road, Milford, IL 60953

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto Village of Village of Bradley/Piggush Simoneu
Construction

~~of~~ _____, hereinafter referred to as the Obligee, in the amount of
Ten Percent of the Amount Bid
(10%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 31st day of October, 2023.

Principal

Earthworks By Lavicka

BY: *Justin J. Lavicka*

Surety

WESTERN SURETY COMPANY

BY: *Roxanne D. Johnston*
Roxanne D Johnston, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66843160

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Roxanne D Johnston

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Earthworks By Lavicka

Obligee: Village of Village of Bradley/Piggush Simoneu Construction

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in fact or agents who shall have authority to issue Bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66843160 is not issued on or before midnight of January 29th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 31st day of October, 2023.



WESTERN SURETY COMPANY
Larry Kasten
Larry Kasten, Vice President

On this 31st day of October, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Green
Notary Public - South Dakota
My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 31st day of October, 2023.

WESTERN SURETY COMPANY
Larry Kasten
Larry Kasten, Vice President

EXHIBIT C

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form



CONSTRUCTION
MANAGER
815.832.4184
www.psibuilds.com



BID FORM

Bid To: **PSI General Contractors**
660 N Cherry Ave
Kankakee, IL 60901

Bidder Name: Alliance Fence Corp _____

Contact: Anthony Marchio _____

Address: 1900 I 80 South Frontage Road , Joliet, IL 60436 _____

Telephone: 815-741-3937 _____

Fax: 815-741-9360 _____

Project: **Village of Bradley**
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915

I acknowledge receipt of the following Addenda:

No. 1 Date _____

No. 2 Date _____

No. 3 Date _____

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: 3

Bid Package Description: Fencing

Base Bid: \$66,040.00

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts (added or deleted) \$ /CY

Unit price for Asphalt Paving (added or deleted) \$ /SY

Unit price for Rock Removal (added or deleted) \$ /CY

Unit price for geotextile fabric (added or deleted) \$ /SY

Unit price for furnish and install topsoil (added or deleted) \$ /CY

Unit price for furnish and install silt fence (added or deleted) \$ /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete (added or deleted) \$ /CY

CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by: 11/07/2023
Work Start: Pending IDPH Permit Approval
Substantial Completion: Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

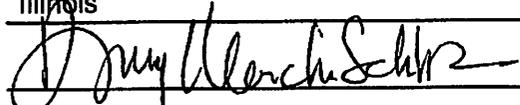
Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: 

State of Corporation: Illinois

Signature of Officer: 

Name of Individual: Phillip Marchio

President: Anthony Marchio

Treasurer: Kelley Marchio-Schultz

Attest: 
Signature of Secretary

_____ (Seal)

Bid To: **PSI General Contractor**
660 N Cherry Ave
Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

I, the individual whose signature appears below on this bid/contract for

Fencing

(Description of item(s) bid)

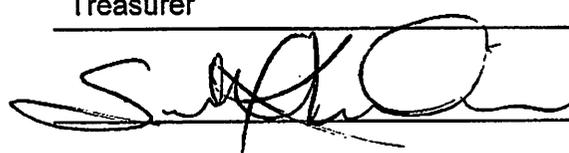
Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: Alliance Fence Corp

Signed:  _____

Printed Signature: Kelley Marchio-Schultz

Title: Treasurer

Attest (if a corporation):  _____

Title: Accounts Payable/ Accounts Receivable

Dated: 10/27/23

Bld To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

Alliance Fence Corp
(Bidder),

Having fewer than 25 employees, does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

_____ having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: Alliance Fence Corp

By:

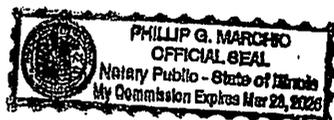
Kelley Marchio-Schultz
Authorized Agent of Contractor

Subscribed and sworn to before me this 27th

Day of October, 2016. 2023

Phillip G Marchio

Notary Public



DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

Bid To: Piggush Simoneau Inc
660 N Cherry Ave
Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Alliance Fence Corp _____, ("Contractor"),
(Name of Contractor),

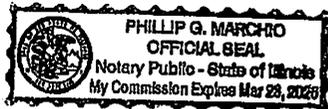
having submitted a bid/proposal for Fencing to
(General description of item(s) bid on)

the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

Firm Name: Alliance Fence Corp
By: Kelley Marchio-Schultz [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 27th
Day of October, 2016. 2023

[Signature]
Notary Public



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Alliance Fence Corp.

1900 S Frontage Rd
Rockdale, IL 60436-9015

OWNER:

(Name, legal status and address)

The Village of Bradley
147 S Michigan Ave
Bradley, IL 60915-2243

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

BOND AMOUNT: \$

Ten Percent of the Amount Bid

PROJECT:

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

Fencing

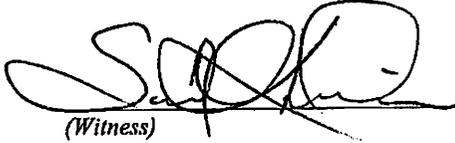
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

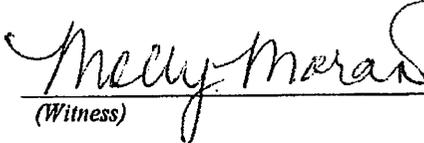
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

Init.

Signed and sealed this 31 day of October , 2023

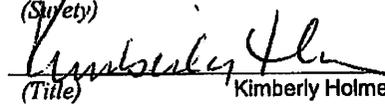

(Witness)


(Witness)

Allance Fence Corp.


(Contractor as Principal) (Seal)
(Title) Sec / Treasurer

West Bend Mutual Insurance Company


(Surety) (Seal)
(Title) Kimberly Holmes, Attorney-in-Fact

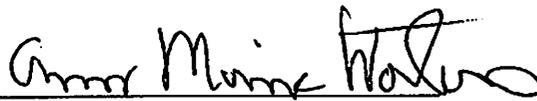
ss

STATE OF ILLINOIS

COUNTY OF DuPage

I, Ann Marie Waters Notary Public of Cook County, in the State of Illinois, do hereby certify that Kimberly Holmes Attorney-in-Fact, of the West Bend Mutual Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the West Bend Mutual Insurance Company for the used and purposes therein set forth.

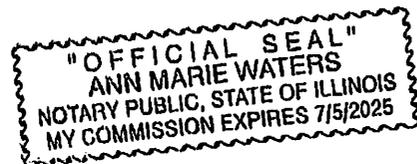
Given under my hand and notarial seal at my office in the City of Naperville in said County, this 31st day of October A.D., 2023.



(Notary Public) Ann Marie Waters

My Commission expires: 07/05/2025

Notary Seal:





THE SILVER LINING®

Bond No. 2558736

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kimberly Holmes

lawful Attornèy(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument 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 thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 31st day of October, 2023.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

EXHIBIT D



10.30.23

JASON PHILLIPS
Estimator/Project Manager
PSI Construction
660 N. Cherry St.
Kankakee, IL - 60901
1.312.805.3305
jphillips@psibuilds.com

Regarding: Lil's Park Splashpad MEP Supply & Installation

Jason,

We are pleased to provide the following numbers for the Lil's Park Splashpad. Please note we have included separate breakout items for your consideration including: an equipment supply cost, equipment/plumbing installation, and electrical installation.

These numbers were composed referencing the drawings dated 09.14.23 and titled "ISSUE FOR BID/PERMIT." Additionally, all addenda were included in this proposal. For any unspecified equipment we have included equipment which meets best practice and our previous construction/design experience for water features. We have spelled out what is being included and excluded to prevent scope gaps. Fountain Technologies will coordinate with any subcontractors involved in the water feature(s) to ensure the successful installation of the feature(s).

Scope of Services:

Supply the Following Fountain Equipment:

- Water Odyssey and MEP Equipment per sheet AQ1.1 – "Splashpad Equipment List"
- (3) O & M Manuals

Work INCLUDED In This Proposal/Scope:**Plumbing Work**

- All interconnecting piping between fountain and mechanical room/vault in Schedule 80 PVC and copper type K. Hangers, supports, anchors, and fasteners as required in galvanized/zinc finish unless otherwise stated. Fresh water line to be copper. Fresh water line to incorporate 6" air gap.
(All Work Priced With Union Labor)
- Installation the above listed fountain equipment
(All Work Priced With Union Labor)
- Sealing/capping and pressure testing of all plumbing lines prior to embedding/burying plumbing runs.
(Once at halfway point of runs, once after backfill prior to concrete pours, once after concrete pour).
- Boom truck/machine rental as required for placement of equipment.
- Water feature embed and equipment layout. (Benchmarks, engineered points, concrete layout, and water feature perimeter to be provided by others).
- Start-up, operator training, and O&M manuals.

Electrical Work

- All electrical conduits and runs for the water feature electrical work. Conduits priced in PVC.
- Furnish and installation of bonding fountain equipment, rebar, and conductive embedded features within water feature.
- Furnish and installation of all coring, PVC conduit, cabling, and wires.
- All necessary field wiring and connections, splices, and shrink wrap/heat seals.
- Hangers, supports, anchors, and fasteners as required in galvanized/zinc finish unless otherwise stated.
- Assumed that all wire sizes shown on drawing set are adequate for installation and performance.

Work NOT INCLUDED In This Proposal/Scope:

Site Utilities Work

- **All Utilities** – Power, Water, and Drainage services to be provided by others. Incoming power, water, and local sanitary/sewer and storm lines to be brought to designated tie-in locations by the site/civil contractors. (If no tie in locations are designated on drawings utilities to be brought to fountain and vault/mechanical room locations).
- All RPZ/backflow preventer work. RPZ/Backflow preventer to be furnished and installed to be by others.
- All water meter work. Water meter to be furnished and installed to be by others.
- Repairs to, replacement of, or relocation of new/existing utilities damaged or discovered during construction.
- All final connections. Major utilities and final connections of utility lines to be by others.

Trenching, Backfill, & Sitework

- **All trenching/backfill and backfill** materials for plumbing runs, conduit runs, vaults/reservoirs, and feature footprint.
- All excavation, site grading, topsoil placement, soil testing, and clearing/grubbing of site.
- All spoil haul off, contaminated spoils, and soil testing to determine state/quality of site material.
- All landscaping work and landscape repair.
- All demolition work and required repairs due to demolition.

Waterproofing & Sealants Work

- **All vault/reservoir interior/exterior waterproofing, drain tile, and dam-proofing.**
- All site/concrete sealant, continuous PVC waterstops, hydrophilic (swelling) waterstops, backer rod/joint sealants and fillers, bond breakers, and expansion joint sealants.
- Metal flashings, wall flashings, and architectural sealants/lapping.
- Secondary topcoat for unique finish/color of water feature waterproofing membrane.
- All winter condition related work including tenting, isolation, and heating.
- Additional mobilizations.

Work NOT INCLUDED In This Proposal/Scope:**Concrete & Structural Work**

- **All water feature concrete/structural work** to frame, pour, and strip all concrete required including basin, footings, walls, and CMU block structures.
- Vault/Reservoir concrete mud slabs, anchoring slabs, and drainage tile.
- All housekeeping pads and mechanical room concrete work.
- All precast concrete work including caps, coping, planks, and panels.
- All concrete setting work including mud slabs, leveling slabs, and anti-float slabs for all embeds, niches, and vaults/reservoirs.
- All concrete additives for winter conditions, waterproofing, or coloring.
- Fabrication and installation of rebar.
- All coring, scanning, modular seals/sleeves, and firestop/waterstop.
- Engineered layout.
- Epoxy coated rebar – rebar is to be bare/plain to ensure a proper loop bond and bonding grid for all metallic items within the water feature.
- All winter condition related work including tenting, isolation, and heating.

Stone, Tile, Masonry, & Misc. Metals Work

- **All masonry work.**
- **All finish materials.**
- All architectural/structural metals.
- All stainless steel work, troughs, pans, liners, and structural supports.
- All field welding/assembly of any architectural metals.
- All interior/exterior basin fill/finish materials including finish stones, granite, tile, or pavers.

Electrical Work

- Furnishing of primary power to the new pump/mechanical room.
- Excavation, hanging, and any work related to incoming power feed to control panel.
- Furnish/installation of any required wind sensor mounting post/support structure.
- All low voltage system raceways, equipment or wiring (i.e.telephone, data, security, audio visual, etc.).

General Work Assumptions/Exclusions (All Scopes/Trades):

- Direct truck and equipment access to site will be available for all related water feature work, mobilization, and equipment deliveries.
- All lift/crane work for placement of heavy/large materials into work area and vault.
- All site protection work including but not limited to: existing structures, landscape elements, or newly installed surfaces/hardscaping by others.
- All winter condition related work including tenting, isolation, and heating.
- Benchmarks to be provided by owner/general contractor
- Layout, control lines, and locations marked by others.
- Layout of engineered points provided by others
- All flagging, fencing, traffic controls, and site isolation/security by owner/general contractor
- Premium Time – All work to be completed during standard working hours unless otherwise stated.
- Confined space monitoring, equipment, and associated labor premiums are not included unless otherwise stated.
- Com Ed Fees for permanent/temp services
- Utility Fees for permanent/temp services
- All choreography and field modifications for water feature sequencing and show sequences are not included in the base construction price. Shows, styles, duration, and pricing to be determined post construction under a separate contract.
- Any necessary permits to be by owner/GC.
- Any permit/inspection fees to be by owner/GC.
- Any Saas (Software as a Service) fees for CM/payment processing.
- Price escalation for all labor, materials, and equipment.
- MBE/WBE/DBE & Local Residency Requirements are not included.
- Bond Fees are not included.
- Signing/Sealing of drawings are not included.
- Public health department submission fees, preparation, and permitting are not included.

Proposal For This Scope of Work:
(Lil's Park Splashpad):

MEP & Water Odyssey Equipment Supply:	\$ 297,400.00
Plumbing & Play Equipment Installation:	\$ 222,150.00
Electrical, Grounding, and Bonding Installation:	\$ 41,300.00
Production of Water Feature Shop and Fabrication Drawings:	\$ Included
Sum Total:	\$ 560,850.00
Sales Tax Excluded:	\$ -

Alternate Items - Additions:

Equipment Supply quote terms are net 30 days. If deposits are required by suppliers they are due upon receipt. No sales tax has been included. No freight has been included.

We greatly appreciate the opportunity to provide this proposal to you. Please free to contact us with any questions you may have.

Note:

If you would like to proceed with our services please sign proposal in the area provided and fax/email a copy back to us.

Proposal Accepted:

By: _____ Date _____

Cordially,



Justin Hauad
 Estimator
 Fountain Technologies Ltd.

*****THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE OF ISSUE*****



10.30.23

JASON PHILLIPS
Estimator/Project Manager
PSI Construction
660 N. Cherry St.
Kankakee, IL - 60901
1.312.805.3305
jphillips@psibuilds.com

Regarding: **Lil's Park Splashpad MEP Supply & Installation**

Jason,

We are pleased to provide the following numbers for the Lil's Park Splashpad. Please note we have included separate breakout items for your consideration including: an equipment supply cost, equipment/plumbing installation, and electrical installation.

These numbers were composed referencing the drawings dated 09.14.23 and titled "ISSUE FOR BID/PERMIT." Additionally, all addenda were included in this proposal. For any unspecified equipment we have included equipment which meets best practice and our previous construction/design experience for water features. We have spelled out what is being included and excluded to prevent scope gaps. Fountain Technologies will coordinate with any subcontractors involved in the water feature(s) to ensure the successful installation of the feature(s).

Scope of Services:

Supply the Following Fountain Equipment:

- Water Odyssey and MEP Equipment per sheet AQ1.1 – "Splashpad Equipment List"
- (3) O & M Manuals

Work INCLUDED In This Proposal/Scope:**Plumbing Work**

- All interconnecting piping between fountain and mechanical room/vault in Schedule 80 PVC and copper type K. Hangers, supports, anchors, and fasteners as required in galvanized/zinc finish unless otherwise stated. Fresh water line to be copper. Fresh water line to incorporate 6" air gap.
(All Work Priced With Union Labor)
- Installation the above listed fountain equipment
(All Work Priced With Union Labor)
- Sealing/capping and pressure testing of all plumbing lines prior to embedding/burying plumbing runs.
(Once at halfway point of runs, once after backfill prior to concrete pours, once after concrete pour).
- Boom truck/machine rental as required for placement of equipment.
- Water feature embed and equipment layout. (Benchmarks, engineered points, concrete layout, and water feature perimeter to be provided by others).
- Start-up, operator training, and O&M manuals.

Electrical Work

- All electrical conduits and runs for the water feature electrical work. Conduits priced in PVC.
- Furnish and installation of bonding fountain equipment, rebar, and conductive embedded features within water feature.
- Furnish and installation of all coring, PVC conduit, cabling, and wires.
- All necessary field wiring and connections, splices, and shrink wrap/heat seals.
- Hangers, supports, anchors, and fasteners as required in galvanized/zinc finish unless otherwise stated.
- Assumed that all wire sizes shown on drawing set are adequate for installation and performance.

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- Any permit/inspection fees to be by owner/GC.
- Any Saas (Software as a Service) fees for CM/payment processing.
- Price escalation for all labor, materials, and equipment.
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- Signing/Sealing of drawings are not included.
- Public health department submission fees, preparation, and permitting are not included.

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We greatly appreciate the opportunity to provide this proposal to you. Please free to contact us with any questions you may have.

Note:

If you would like to proceed with our services please sign proposal in the area provided and fax/email a copy back to us.

Proposal Accepted:

By: _____ Date _____

Cordially,



Justin Hauad
 Estimator
 Fountain Technologies Ltd.

*****THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE OF ISSUE*****

EXHIBIT E

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form



BID FORM

Bid To: **PSI General Contractors
660 N Cherry Ave
Kankakee, IL 60901**

Bidder Name: Piggush Simoneau Inc

Contact: Jason Phillips

Address: 660 N Cherry Ave
Kankakee, IL 60901

Telephone: 815-932-4194

Fax: 815-932-4394

Project: **Village of Bradley
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915**

I acknowledge receipt of the following Addenda:

No. 1 Date 10-23-23

No. 2 Date 10/25/23

No. 3 Date 10-27-23

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: 5

Bid Package Description: Concrete work

Base Bid: Four hundred twenty-five thousand one hundred thirty-eight (\$425,138.00)

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts
(added or deleted) \$ n/a /CY

Unit price for Asphalt Paving (added or deleted) \$ n/a /SY

Unit price for Rock Removal (added or deleted) \$ n/a /CY

Unit price for geotextile fabric (added or deleted) \$ n/a /SY

Unit price for furnish and install topsoil (added or deleted) \$ n/a /CY

Unit price for furnish and install silt fence (added or deleted) \$ n/a /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete
(added or deleted) \$ 500.00 /CY

CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by: 11/07/2023
Work Start: Pending IDPH Permit Approval
Substantial Completion: Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: _____

State of Corporation: Illinois

Signature of Officer: _____

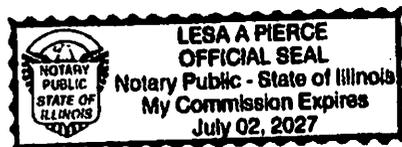
Name of Individual: Justin Goselin

President: Justin Goselin

Treasurer: Joda Crabtree

Attest: _____
Signature of Secretary

_____ (Seal)



Bld To: **PSI General Contractor**
660 N Cherry Ave
Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

I, the individual whose signature appears below on this bid/contract for

Concrete work
(Description of item(s) bid)

Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: Piggush Simoneau Inc

Signed:  _____

Printed Signature: Justin Goselin

Title: President

Attest (if a corporation):  _____

Title: Treasurer

Dated: 10-31-23

Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

(Bidder),

Having fewer than 25 employees, does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

Piggush Simoneau Inc having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: Piggush Simoneau Inc

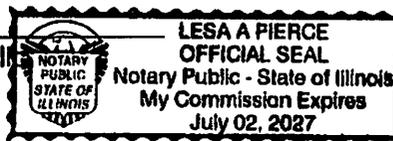
By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, ~~2016~~ 2023

[Signature]

Notary Public



Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Piggush Simoneau Inc, ("Contractor"),
(Name of Contractor),

having submitted a bid/proposal for Concrete work to
(General description of item(s) bid on)

the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

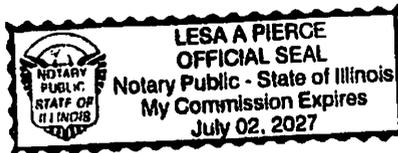
Firm Name: Piggush Simoneau Inc

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, ~~2016~~ 2023

[Signature]
Notary Public





AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Piggush-Simoneau, Inc.
660 N Cherry Ave
Kankakee IL 60901

Surety:

(Name, Legal Status and Principal Place of Business)

Ohio Farmers Insurance Co.
P O Box 5001
Westfield Center OH 44251

Owner:

(Name, Legal Status and Address)

Village of Bradley
147 S Michigan
Bradley, IL 60915

Bond Amount: Ten percent of bid

Project:

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

Lil's Park Splash Pad - Concrete Package

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 give 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 waived 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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The 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.

Signed and sealed this 31st day of October, 2023

Piggush-Simoneau, Inc.

(Contractor as Principal)

(Seal)



(Witness)



(Title)

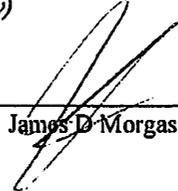
Ohio Farmers Insurance Co.

(Surety)

(Seal)



(Witness)



(Title) James D. Morgason, Attorney-in-Fact

State of Illinois

} ss:

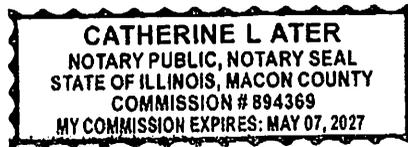
County of Macon

On 31st day of October, 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **James D Morgason**

known to me to be Attorney-in-Fact of Ohio Farmers Insurance Co. the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/18/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1211182 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint KEVIN J. BREHENY, TIM R. PATTON, DANIEL A. MARTINI, JAMES D. MORGASON, ASHLYN B. TUCKER, MICHAEL K. BREHENY, MATTHEW D. BENNETT, WESLEY P. SHADE, HOLLI E. SCHOREY, JOINTLY OR SEVERALLY

of FORSYTH and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JULY A.D., 2023 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JULY A.D., 2023 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of October A.D., 2023 .



Frank A. Carrino, Secretary

EXHIBIT F

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form



BID FORM

Bid To: **PSI General Contractors**
660 N Cherry Ave
Kankakee, IL 60901

Bidder Name: RAMCORP, INC.

Contact: Jeff Treadman

Address: 421 N. Street
Wilmington, IL 60481

Telephone: 815-476-7961

Fax: 815-476-7964

Project: **Village of Bradley**
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915

Type text here

I acknowledge receipt of the following Addenda:

No. 1 Date 10-23-23

No. 2 Date 10-25-23

No. 3 Date 10-27-23

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: 6

Bid Package Description: Masonry

Base Bid: \$132,000.00 (One-Hundred Thirty-Two Thousand and xx/100)

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts (added or deleted) \$ N/A /CY

Unit price for Asphalt Paving (added or deleted) \$ N/A /SY

Unit price for Rock Removal (added or deleted) \$ N/A /CY

Unit price for geotextile fabric (added or deleted) \$ N/A /SY

Unit price for furnish and install topsoil (added or deleted) \$ N/A /CY

Unit price for furnish and install silt fence (added or deleted) \$ N/A /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete (added or deleted) \$ N/A /CY

CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by: 11/07/2023
Work Start: Pending IDPH Permit Approval
Substantial Completion: Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: *JH Treadman* _____

State of Corporation: ILLINOIS _____

Signature of Officer: *Jeffrey D. Treadman* _____

Name of Individual: Jeffrey D. Treadman _____

President: Jeffrey D. Treadman _____

Treasurer: Cory Billingsley _____

Attest *Cy Billingsley* _____
Signature of Secretary

_____ (Seal)

Bid To: **PSI General Contractor**
660 N Cherry Ave
Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

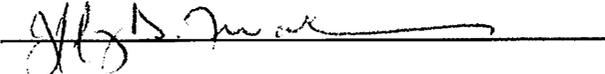
I, the individual whose signature appears below on this bid/contract for

Masonry work related to a new splash pad aquatic facility

(Description of item(s) bid)

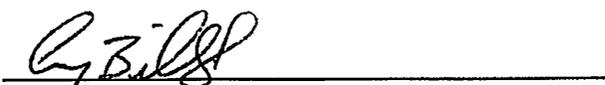
Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: RAMCORP, INC.

Signed: 

Printed Signature: Jeffrey D. Treadman

Title: President

Attest (if a corporation): 

Title: Vice-President

Dated: October 31, 2023

Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

Ramcorp, Inc.

(Bidder),

Having fewer than 25 employees, does hereby certify that It is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

Ramcorp, Inc. having 25 or more employees, does hereby certify

pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par.

132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: Ramcorp, Inc.

By:

[Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, ~~XXXX~~ 2023

[Signature]

Notary Public



DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form

Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Ramcorp, Inc., ("Contractor"),
(Name of Contractor),

having submitted a bid/proposal for Masonry work for new aquatic facility to
(General description of item(s) bid on)

the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

Firm Name: Ramcorp, Inc.

By: 
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, ~~2016~~ 2023





Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ramcorp, Inc.
421 N. Water Street
Wilmington, IL 60481

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095
Mailing Address for Notices

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.

OWNER:

(Name, legal status and address)

Village of Bradley
147 S. Michigan Ave.
Bradley, IL 60915

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

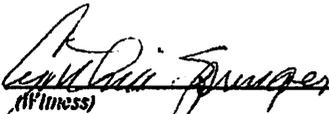
Masonry work associated with new aquatic splash pad

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.

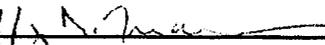
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 31st day of October, 2023.


(Witness)


(Witness) Dave Roth

Ramcorp, Inc.
(Principal) (Seal)

By: 
(Title) PRESIDENT

West Bend Mutual Insurance Company
(Surety) (Seal)

By: 
(Title) Quanda Warren, Attorney-in-Fact





THE SILVER LINING®

Bond No. Bid Bond

Principal: Ramcorp, Inc.

Obligee: Village of Bradley

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Quanda Warren

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

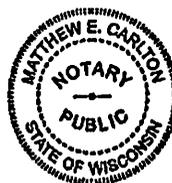
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument 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 thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 31st day of October, 2023.



Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

EXHIBIT G



BID FORM

Bid To: **PSI General Contractors
660 N Cherry Ave
Kankakee, IL 60901**

Bidder Name: Piggush Simoneau Inc

Contact: Jason Phillips

Address: 660 N Cherry Ave
Kankakee, IL 60901

Telephone: 815-932-4194

Fax: 815-932-4394

Project: **Village of Bradley
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915**

I acknowledge receipt of the following Addenda:

No. 1 Date 10-23-23
No. 2 Date 10/25/23
No. 3 Date 10-27-23

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: 5

Bid Package Description: general work

Base Bid: Five hundred forty-three thousand nine hundred four (\$543,904.00)

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts (added or deleted) \$ n/a /CY

Unit price for Asphalt Paving (added or deleted) \$ n/a /SY

Unit price for Rock Removal (added or deleted) \$ n/a /CY

Unit price for geotextile fabric (added or deleted) \$ n/a /SY

Unit price for furnish and install topsoil (added or deleted) \$ n/a /CY

Unit price for furnish and install silt fence (added or deleted) \$ n/a /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete (added or deleted) \$ n/a /CY

CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by: 11/07/2023
Work Start: Pending IDPH Permit Approval
Substantial Completion Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: _____

State of Corporation: Illinois

Signature of Officer: _____

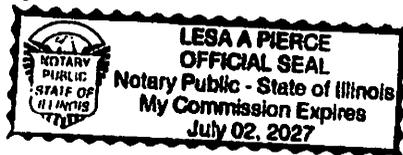
Name of Individual: Justin Goselin

President: Justin Goselin

Treasurer: Joda Crabtree

Attest _____
Signature of Secretary

Leslie A. Pierce (Seal)



Bid To: **PSI General Contractor**
660 N Cherry Ave
Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

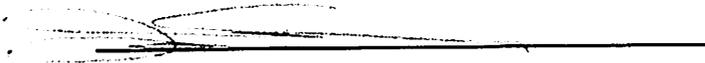
I, the individual whose signature appears below on this bid/contract for

general work

(Description of item(s) bid)

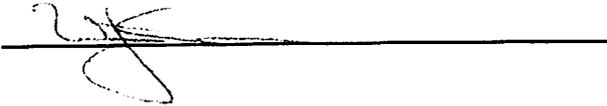
Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: Piggush Simoneau Inc

Signed: 

Printed Signature: Justin Goselin

Title: President

Attest (if a corporation): 

Title: Treasurer

Dated: 10-31-23

Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

(Bidder),

Having fewer than 25 employees, does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

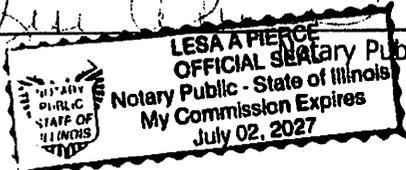
Piggush Simoneau Inc having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: Piggush Simoneau Inc

By:  _____
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, ~~2016~~ 2023



Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Piggush Simoneau Inc, ("Contractor"),
(Name of Contractor),

having submitted a bid/proposal for general work to
(General description of item(s) bid on)

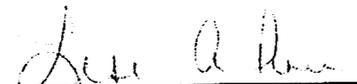
the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILSC 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

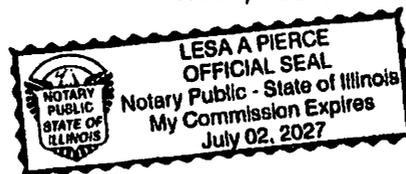
Firm Name: Piggush Simoneau Inc

By: 
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, ~~2020~~ 2023


Notary Public





AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Piggush-Simoneau, Inc.
660 N Cherry Ave
Kankakee IL 60901

Surety:

(Name, Legal Status and Principal Place of Business)

Ohio Farmers Insurance Co.
P O Box 5001
Westfield Center OH 44251

Owner:

(Name, Legal Status and Address)

Village of Bradley
147 S Michigan
Bradley, IL 60915

Bond Amount: Ten percent of bid

Project:

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

Lil's Park Splash Pad

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 give 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 waived 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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

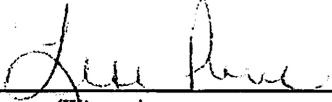
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 31st day of October, 2023

Piggush-Simoneau, Inc.

(Contractor as Principal)

(Seal)



(Witness)



(Title)

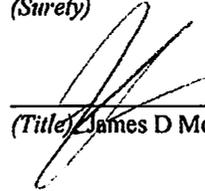
Ohio Farmers Insurance Co.

(Surety)

(Seal)



(Witness)



(Title) James D Morgason, Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 31st day of October, 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James D Morgason

known to me to be Attorney-in-Fact of Ohio Farmers Insurance Co. the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/18/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1211182 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint KEVIN J. BREHENY, TIM R. PATTON, DANIEL A. MARTINI, JAMES D. MORGASON, ASHLYN B. TUCKER, MICHAEL K. BREHENY, MATTHEW D. BENNETT, WESLEY P. SHADE, HOLLI E. SCHOREY, JOINTLY OR SEVERALLY

of FORSYTH and State of IL Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in Its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JULY A.D., 2023 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JULY A.D., 2023 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of October A.D., 2023 .



Frank A. Carrino Secretary

EXHIBIT H

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form



BID FORM

Bid To: **PSI General Contractors**
660 N Cherry Ave
Kankakee, IL 60901

Bidder Name: LANGLOIS ROOFING INC.

Contact: JOSEPH HARTMAN

Address: 1850 GRINNELL RD.
KANKAKEE, IL 60901

Telephone: 815-933-8040

Fax: 815-933-2816

Project: **Village of Bradley**
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915

I acknowledge receipt of the following Addenda:

No. <u>1</u>	Date <u>10/23</u>
No. <u>2</u>	Date <u>10/25</u>
No. <u>3</u>	Date <u>10/27</u>

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: 8

Bid Package Description: ROOFING

Base Bid: \$63,510.00

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts (added or deleted) \$ _____ /CY

Unit price for Asphalt Paving (added or deleted) \$ _____ /SY

Unit price for Rock Removal (added or deleted) \$ _____ /CY

Unit price for geotextile fabric (added or deleted) \$ _____ /SY

Unit price for furnish and install topsoil (added or deleted) \$ _____ /CY

Unit price for furnish and install silt fence (added or deleted) \$ _____ /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete (added or deleted) \$ _____ /CY

CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by: 11/07/2023
Work Start: Pending IDPH Permit Approval
Substantial Completion Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: [Signature] _____

State of Corporation: Illinois _____

Signature of Officer: [Signature] _____

Name of Individual: Frank Anastasio _____

President: Rende G Langlois _____

Treasurer: _____

Attest Danielle DuMontelle _____
Signature of Secretary

_____ (Seal)

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form

Bid To: **PSI General Contractor**
660 N Cherry Ave
Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

I, the individual whose signature appears below on this bid/contract for

Village of Bradley - Lil's Park Splash Pad
(Description of item(s) bid)

Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: Langlois Roofing Inc.
Signed: 
Printed Signature: RENE G. LANGLOIS
Title: President
Attest (if a corporation): Danielle Dumontelle
Title: Admin. coordinator
Dated: 10/30/23

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

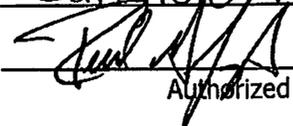
**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

Langlois Roofing Inc.
(Bidder),

Having fewer than 25 employees, does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

Langlois Roofing Inc. having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: Langlois Roofing Inc.

By: 
Authorized Agent of Contractor

Subscribed and sworn to before me this October

Day of 30, 2023

Danielle A Dumontelle

Notary Public



DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

Bid To: Piggush Simoneau Inc
660 N Cherry Ave
Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Langlois Roofing, ("Contractor"),
(Name of Contractor),

having submitted a bid/proposal for Lil's Park Splash Pad
(General description of item(s) bid on)

the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILSC 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

Firm Name: Langlois Roofing Inc.
By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this October
Day of 30, 2023

Danielle A Dumontelle



Notary Public

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Langlois Roofing, Inc.

1850 Grinnell Rd
Kankakee, IL 60901-9406

OWNER:

(Name, legal status and address)

The Village of Bradley
147 S Michigan Ave
Bradley, IL 60915-2243

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

BOND AMOUNT: \$

Ten Percent of the Amount Bid

PROJECT:

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

Lil's Park Splash Pad

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.

Int.



THE SILVER LINING®

Bond No. 2559057

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DON DEVEREAUX

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument 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 thereto by like order.



Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 31st day of October, 2023.



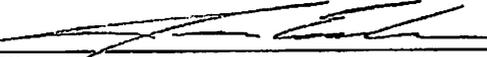
Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

Signed and sealed this 31 day of October , 2023



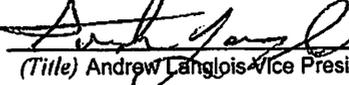
(Witness)



(Witness)

Langlois Roofing, Inc.

(Contractor as Principal) (Seal)



(Title) Andrew Langlois Vice President

West Bend Mutual Insurance Company

(Surety) (Seal)



(Title) DON DEVEREAUX , Attorney



Init.
/



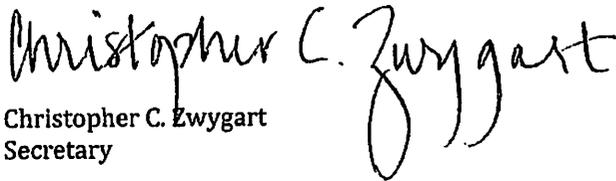
Digital Seal, Signature Authority and Enforceability

The use of an electronic image of the corporate seal of West Bend Mutual Insurance Company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by West Bend Mutual Insurance Company is authorized. The Digital Seal may be affixed to any West Bend Mutual Insurance Company bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of West Bend Mutual Insurance Company and the execution of such surety bonds by an attorney-in-fact of the West Bend Mutual Insurance Company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of an attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In witness whereof, this has been executed by the Secretary of West Bend Mutual Insurance Company.

Dated this 25th day of October, 2021.

Handwritten signature of Christopher C. Zwygart in black ink.

Christopher C. Zwygart
Secretary



West Bend Mutual Insurance Company

EXHIBIT I



Tatro Painting & Decorating

PO Box 432
Clifton IL 60927

Return Service Requested

Proposal

Proposal Date: 10/31/2023

Proposal #: 2381

Project: 202310 Lil's Park Splash Pad

P.O. #

Bill To:

Village of Bradley
147 S Michigan Ave
Bradley, IL 60915

Jason Smith - Owner
Phone: (815) 370-9096
Email: tatropainting@gmail.com

Description	Est. Hours/Qty.	Rate	Total
Paint Interior CMU; Paint Seven Hollow Metal Doors and Six Hollow Metal Frames; Waterproof Exterior Block Per Print		20,579.00	20,579.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. By signing, this proposal has been accepted as listed.

Total	\$20,579.00
--------------	--------------------

Thank you for the bid opportunity!

SIGNATURE: _____

EXHIBIT J

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form



**CONSTRUCTION
MANAGER**
815.932.4194
www.psi-build.com



BID FORM

Bid To: **PSI General Contractors**
660 N Cherry Ave
Kankakee, IL 60901

Bidder Name: Glade Plumbing & Piping Co.

Contact: Jacob Cooke

Address: 211 W. Water St. Kankakee, IL 60901

Telephone: 815-933-1796

Fax: 815-933-1999

Project: **Village of Bradley**
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915

I acknowledge receipt of the following Addenda:

No. 1 Date 10/23/23

No. 2 Date 10/25/23

No. 3 Date 10/27/23

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: 10

Bid Package Description: Plumbing and Mechanical

Base Bid: \$127,770

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts (added or deleted) \$ _____ /CY

Unit price for Asphalt Paving (added or deleted) \$ _____ /SY

Unit price for Rock Removal (added or deleted) \$ _____ /CY

Unit price for geotextile fabric (added or deleted) \$ _____ /SY

Unit price for furnish and install topsoil (added or deleted) \$ _____ /CY

Unit price for furnish and install silt fence (added or deleted) \$ _____ /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete (added or deleted) \$ _____ /CY

CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by: 11/07/2023
Work Start: Pending IDPH Permit Approval
Substantial Completion: Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: Jacob Cooke

State of Corporation: Illinois

Signature of Officer: Thomas Cooke

Name of Individual: Thomas Cooke

President: Thomas Cooke

Treasurer: Kyle Joern

Attest Jacob Cooke
Signature of Secretary

_____ (Seal)

Bid To: **PSI General Contractor**
 660 N Cherry Ave
 Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

I, the individual whose signature appears below on this bid/contract for
Lil's Park Splash Pad - Plumbing and Mechanical

(Description of item(s) bid)

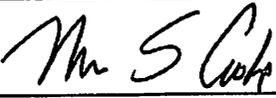
Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: Glade Plumbing & Piping Co.

Signed: 

Printed Signature: Jacob Cooke

Title: Corp. Secretary

Attest (if a corporation): 

Title: President

Dated: 10/31/23

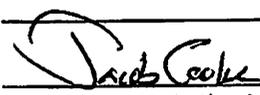
Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

(Bidder),

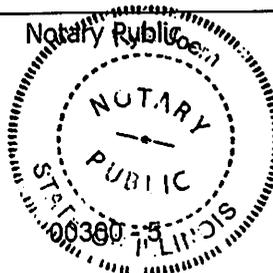
Having fewer than 25 employees, does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

Glade Plumbing & Piping Co. having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: Glade Plumbing & Piping Co.
By: 
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st
Day of October, 2016.





DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

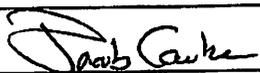
Bid To: **Piggush Simoneau Inc**
 660 N Cherry Ave
 Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Glade Plumbing & Piping Co., ("Contractor"),
(Name of Contractor),

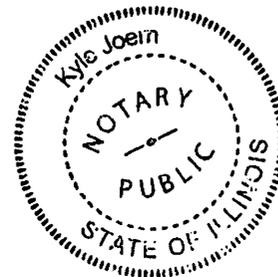
having submitted a bid/proposal for Lil's Park Splash Pad - Plumbing and Mechanical to
(General description of item(s) bid on)

the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILSC 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

Firm Name: Glade Plumbing & Piping Co.
By: 
 Authorized Agent of Contractor

Subscribed and sworn to before me this 31st
Day of October, 2016.


Notary Public



Bond No. _____

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Glade Plumbing & Piping Co., Inc.

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Illinois as Surety, hereinafter called the Surety,
are held and firmly bound unto Village of Bradley
147 South Michigan Avenue
Bradley, IL 60915

as Obligee, hereinafter called the Obligee, in the sum of 10%

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BP #10 Plumbing and Mechanical

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 26th day of October, 2023

Shelly Fahr
Witness

Glade Plumbing & Piping Co., Inc.
Principal (Seal)
By: Thomas S. Cooke
Thomas S. Cooke-President Name/Title

Shelly Fahr
Witness

Old Republic Surety Company
Surety (Seal)
By: William P. Gilmore Attorney-in-Fact
William P. Gilmore Attorney-in-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **WILLIAM P. GILMORE, JR. of KANKAKEE, IL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of April, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of April, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2281



Signed and sealed at the City of Brookfield, WI this 26th day of October, 2023.

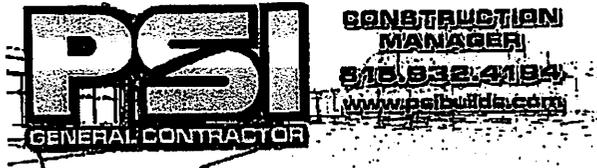
Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

DEUSCHLE/GILMORE INS., INC.

EXHIBIT K

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form



BID FORM

Bid To: **PSI General Contractors**
660 N Cherry Ave
Kankakee, IL 60901

Bidder Name: Ruder Electric, Inc.

Contact: Brandon Lamie

Address: 1075 Lesco Road
Kankakee, Illinois 60901

Telephone: 815-932-8660

Fax: 815-939-1189

Project: **Village of Bradley**
Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915

I acknowledge receipt of the following Addenda:

No. <u>1</u>	Date <u>10/23/23</u>
No. <u>2</u>	Date <u>10/25/23</u>
No. <u>3</u>	Date <u>10/27/23</u>

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

I agree to the following:

- A. To hold this Bid open until sixty (60) calendar days after the date of Bid Opening. Enclosed with this Bid Form is my bid guarantee (minimum of 10% of the base bid).
- B. I have examined the site conditions and all contract documents.
- C. To enter into and execute a contract with PSI General Contractor Inc if awarded on the basis of this Bid.
- D. To accomplish the work in accordance with the contract and construction documents.
- E. Totally complete the work by the date in the "Time Schedule."
- F. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project.
- G. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

Bid Package No.: #11

Bid Package Description: Electrical

Base Bid: \$303,660.00

Three hundred three thousand six hundred sixty & 00/100-----Dollars

Bidders to provide the following unit costs for their bid package.

Unit price for excavate, haul off, backfill with stone and compact for undercuts
(added or deleted) \$ N/A /CY

Unit price for Asphalt Paving (added or deleted) \$ N/A /SY

Unit price for Rock Removal (added or deleted) \$ N/A /CY

Unit price for geotextile fabric (added or deleted) \$ N/A /SY

Unit price for furnish and install topsoil (added or deleted) \$ N/A /CY

Unit price for furnish and install silt fence (added or deleted) \$ N/A /LF

Unit price for additional cost of colored concrete in lieu of non-colored concrete
(added or deleted) \$ N/A /CY

CONSTRUCTION TIME SCHEDULE

Notice of Contract Award by: 11/07/2023
Work Start: Pending IDPH Permit Approval
Substantial Completion: Pending IDPH Permit Approval

If an Individual:

Signature of Bidder: _____

Name of Individual: _____

_____ (Seal)

If a Corporation / Co-Partnership:

Signature of Bidder: [Signature]

State of Corporation: Ruder Electric, Inc.

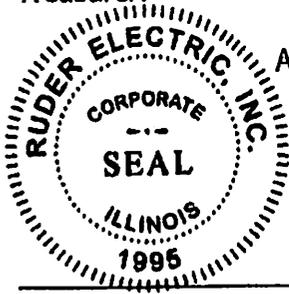
Signature of Officer: [Signature]

Name of Individual: _____

President: David G. Ruder

Treasurer: David G. Ruder

Attest [Signature]
Signature of Secretary



_____ (Seal)

Bid To: **PSI General Contractor**
660 N Cherry Ave
Kankakee, IL 60901

CONTRACTOR'S BID RIGGING CERTIFICATION

PURSUANT TO CH. 38, SECTION 33E-11, 1987 ILL. REV. STAT AS AMENDED

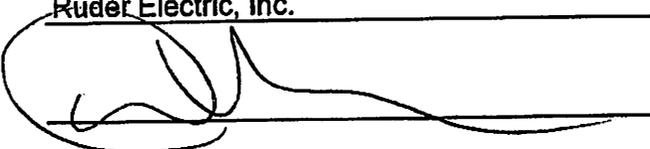
I, the individual whose signature appears below on this bid/contract for

Bid Package #11-Electrical-Lil's Park Splash Pad

(Description of item(s) bid)

Hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38, Ill. Rev. Stat., as amended.

Bidder/Contractor: Ruder Electric, Inc.

Signed: 

Printed Signature: David G. Ruder

Title: President

Attest (if a corporation): 

Title: Secretary

Dated: 10/31/2023

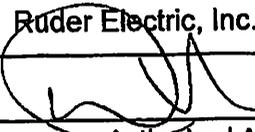
Bid To: **Piggush Simoneau Inc**
660 N Cherry Ave
Kankakee, IL 60901

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

(Bidder),

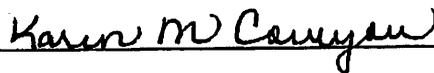
Having fewer than 25 employees, does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313).

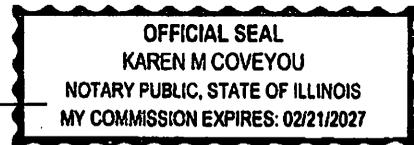
Ruder Electric, Inc. having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: Ruder Electric, Inc.
By: 
Authorized Agent of Contractor

Subscribed and sworn to before me this 31st

Day of October, 2023


Notary Public



DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00300 – Bid Form

Bid To: Piggush Simoneau Inc
660 N Cherry Ave
Kankakee, IL 60901

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

Ruder Electric, Inc. _____, ("Contractor"),
(Name of Contractor),

having submitted a bid/proposal for Bid Package #11-Electrical to
(General description of item(s) bid on)

the Village of Bradley hereby certifies that said Contractor has a Written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105(A) (4). The Village of Bradley confirms that it is in compliance with statute.

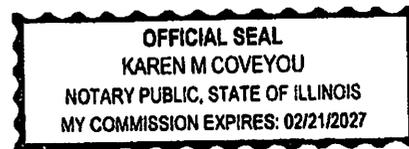
Firm Name: Ruder Electric, Inc.

By: [Signature]
Authorized Agent of Contractor David G. Ruder

Subscribed and sworn to before me this 31st

Day of October, 2023

Karen M Coveyou
Notary Public





GREAT AMERICAN INSURANCE COMPANY

OHIO

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

Ruder Electric, Inc.
1075 Lesco Rd.
Kankakee, IL 60901

SURETY:

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

Great American Insurance Company
301 E. 4th St.
Cincinnati, OH 45202

OWNER:

(Name, legal status and address)

Village of Bradley
147 S. Michigan Ave.
Bradley, IL 60915

BOND AMOUNT: \$ TEN PERCENT (10%) OF BID

PROJECT:

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

Lil's Park Splash Pad
1201 E. North St.
Bradley, IL 60915

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 requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of October, 2023.

(Witness)

(Witness) Erin Duitsman

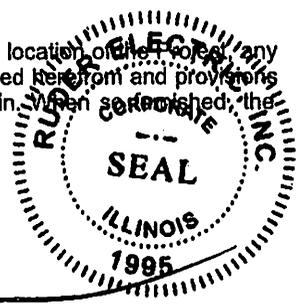
Ruder Electric, Inc.

(Principal) (Seal)

(Title) David G. Ruder, President

GREAT AMERICAN INSURANCE COMPANY

(Surety) (Seal)
(Attorney-in-Fact) Erin Hanna



GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 20568

POWER OF ATTORNEY

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

Name	Address	Limit of Power
LARRY R. BRENEMAN	ALL OF	ALL
ERIN HANNA	RANTOUL, ILLINOIS	\$10,000,000
ROXANNE D. JOHNSTON		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20TH day of MAY 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of MAY

2021, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

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

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

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 31st day of October, 2023



Atty L C B

Assistant Secretary

STATE OF Illinois



COUNTY OF Champaign

} ss.

On this 31st day of October , 2023, before me, a notary public,

within and for said County and State, personally appeared Erin Hanna to me personally

known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the GREAT AMERICAN INSURANCE COMPANY, a corporation of Ohio, created, organized and existing under and by virtue of the laws of the State of Ohio; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said

Erin Hanna

instrument was executed by authority of its Board of Directors; and the said _____ did acknowledge that he executed the said instrument as the free act and deed of said Company.

Erin K. Duitsman

Erin K. Duitsman



Notary Public, Champaign County.

F.9708B (9/97)

(Notary Acknowledgement)