

PROPOSAL SUBMITTED BY:

Integral Construction Inc.

Bidder's Name

320 Rocbaar Dr.

Street

P.O. Box

Romeoville

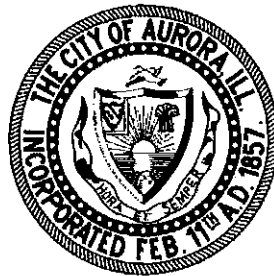
IL

60446

City

State

Zip Code



**CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS**

**PROPOSAL AND SPECIFICATIONS FOR
PHILLIPS PARK GOLF PRO SHOP ADDITION**

Located in

AURORA, ILLINOIS

*August 2021
Bid Number 21-53*

**PREPARED BY
CITY OF AURORA
Engineering Division
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507**

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of Integral Construction Inc.
for the improvement known as the Bid Number 21-53, Phillips Park Golf Pro Shop Addition, located in Aurora, IL.
2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work

contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

The undersigned further agrees to execute a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work as stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work by December 17, 2021. The City will grant a time extension due to materials lead times if the contractor provides sufficient documentation showing material delays.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ 5% of total bid
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids

within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.

19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:

SCHEDULE OF PRICES

RFB 21-53 (Phillips Park Golf Pro Shop Addition)

Base Bid:

Provide lump sum cost for the Phillips Park Golf Pro Shop Addition in accordance with the Project Plans and Specifications by MGH Consulting Engineers, LLC:

Lump Sum Base Bid		\$212,000.00
Items Ordered by Engineer	+	\$20,000
Total Bid		\$232,000.00



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Integral Construction Inc.

Signed By Joseph N. Zinchuk

President

Business Address 320 Rocbaar Dr.

Romeoville, IL 60446

President Joseph Zinchuk

Secretary Christopher Osinski

Treasurer Christopher Osinski

Attest: Cheryl A. Dill

Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.
- ☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME Integral Construction Inc.

ADDRESS 320 Rocbaar Dr.

CITY/STATE/ZIP CODE Romeoville, IL 60446

NAME OF CORPORATE/COMPANY OFFICIAL Christopher Osinski
PLEASE TYPE OR PRINT CLEARLY

TITLE Principal

AUTHORIZED OFFICIAL SIGNATURE *Chris A. Osinski*

DATE 8/18/2021

TELEPHONE (844) 317-7403

FAX No. (844) 317-7402

Subscribed and Sworn to

Before me this 18th day

of August, 2021

Lisa C Minetti
Notary Public



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Integral Construction Inc. - General Contracting / Construction Management

- VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: Christopher Osinski

By: 
(Signature)

Address: 320 Rocbaar Dr. Romeoville, IL 60446

Title: Principal



Your Merit Shop Voice Across Illinois

December 17, 2020

To Whom It May Concern,

Pursuant to Section 30-20 of the Illinois Procurement Code (30 ILCS 500/30-22 (6)), this letter is to verify that Integral Construction Inc. is a member in good standing through December 31, 2021 with Associated Builders and Contractors – Illinois Chapter. Please be advised that our Association offers apprenticeship programs certified by the United States Department of Labor.

If you need any further information or verification, please feel free to contact me.

Thank you,

Alicia Martin

President

Associated Builders & Contractors, Inc. – Illinois Chapter



Your Merit Shop Voice Across Illinois

December 17, 2020

Dear Integral Construction Inc.,

For over 40 years, ABC has been the leading voice in Illinois promoting free enterprise within the construction industry. Our members believe in fair and open competition where projects are awarded to the most qualified contractor who delivers the best value through exceptional workmanship and service.

We appreciate your hard work and commitment to the merit shop philosophy. We are working every day to advocate for your business by breaking down barriers that might impede your ability to win work and deliver that work safely, ethically, and profitably in the communities where you work. During this unprecedented year of COVID-19 our team spent round-the-clock hours keeping up with the ever-changing work rules and compliance requirements to help you stay informed and navigate through this pandemic.

Your investment gives us the resources we need to represent you on issues critical to the industry, offering aggressive political and legislative advocacy, safety programs, management education, craft training, networking opportunities and business development tools.

The chapter is working tirelessly on multiple fronts with community partners to attract talented people to the construction industry. We will continue to strengthen and expand our training programs to ensure we meet your training needs. We all need to be ambassadors for our industry in cultivating a skilled workforce in the future.

Thank you for your continued confidence and support.
We look forward to serving you in 2021!

Sincerely,

Alicia Martin

President

Associated Builders & Contractors, Inc. – Illinois Chapter

CERTIFICATE OF MEMBERSHIP



THIS IS TO PROUDLY
CERTIFY THAT

Integral Construction Inc.

IS A MEMBER IN GOOD STANDING OF ASSOCIATED
BUILDERS & CONTRACTORS, INC. - ILLINOIS CHAPTER
FOR THE YEAR OF 2021

Alicia Martin

PRESIDENT

600 S. SECOND, SUITE 403
SPRINGFIELD, IL 62704
(217) 523-4692

2458 ELMHURST ROAD
ELK GROVE VILLAGE, IL 60007
(847) 709-2960

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Associated Builders & Contractors of Illinois, Inc.

Elk Grove Village, Illinois

For the Trades - Carpenter, Electrician, Operating Engineer, Painter
Pipefitter, Plumber, Welder, Cement Mason, Roofer, Construction Craft Laborer
Heating & Air Conditioning Mechanic & Installer, Ironworker and Boilermaker

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

February 22, 1989

Date Revised June 11, 2019

IL008890010

Registration No.



Administrator, Office of Apprenticeship

12 V 1011

County of Kane)

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 18th day of August, 2021.

By Cheryl A. Isik
(Signature of Bidder's Executing Officer)

Christopher Osinski
(Print name of Bidder's Executing Officer)

Principal
(Title)

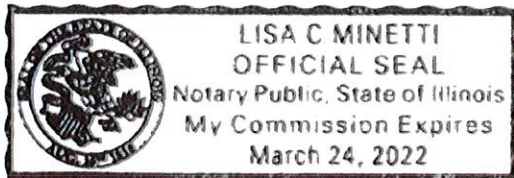
ATTEST/WITNESS:

By John N. Zink
Title Principal

Subscribed and sworn to before me this
18th day of August, 2021.

Lisa C. Minetti
Notary Public

(SEAL)



Phillips Park Golf Pro Shop Addition
Bid Number 21-53

REFERENCES FOR PAST SIMILAR PROJECTS

(Please Type)

Organization	Naperville Park District
Address	320 W. Jackson
City, State, Zip	Naperville, IL
Phone Number	630-848-5012
Contact Person	Mike Piszynski
Project Name/Location	Wolf's Crossing Community Park, Naperville, IL
Contract Value	\$8,000,000
Project Year	2019-2020

Organization	Oak Forest Park District
Address	15601 Central Ave.
City, State, Zip	Oak Forest, IL
Phone Number	708-687-7270
Contact Person	Cindy Grannan
Project Name/Location	Various - Oak Forest, IL
Contract Value	\$2,170,000
Project Year	2018-present

Organization	LaGrange Highlands Sanitary District
Address	5900 Willow Springs Rd.
City, State, Zip	LaGrange Highlands, IL
Phone Number	708-246-5657
Contact Person	Jason Shepler
Project Name/Location	LaGrange Highlands Sanitary District Administration Building
Contract Value	\$1,300,00
Project Year	2020

Bidder's Name	Integral Construction Inc, Christopher Osinski
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Signature & Date	 8/18/2021
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Illinois Department of Transportation

PROPOSAL

Local Agency Proposal Bid Bond

RETURN WITH BID

Route Various
County Kane
Local Agency City of Aurora
Section _____

PAPER BID BOND

WE Integral Construction, Inc. as PRINCIPAL,
and Western Surety Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 18th day of August 2021

Principal

Integral Construction, Inc.

(Company Name)

(Company Name)

By: [Signature] PRINCIPAL
(Signature and Title)

By: _____
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Western Surety Company

(Name of Surety)

By: [Signature]

(Signature of Attorney-in-Fact)

Todd Looker, Attorney-in-Fact

STATE OF ILLINOIS,

COUNTY OF WILL

I, LISA C MINETTI, a Notary Public in and for said county,
do hereby certify that CHRISTOPHER OSINSKI

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18TH day of AUGUST 2021

My commission expires MARCH 24TH 2022

Lisa C. Minetti
(Notary Public)



LISA C MINETTI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 24, 2022

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

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Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

Acknowledgment Of Surety

State of Wisconsin

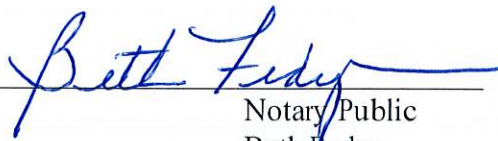
SS:

County of Waukesha

On August 18th, 2021 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Todd Looker** known to me to be Attorney-in-Fact of **Western Surety Company** 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.

My Commission Expires 07-04-2022


Notary Public
Beth Fedyn



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Todd Looker, Joseph L Vigna, Elizabeth M Fedyn, Robert E Flath, Laura Schindler, Individually

of Milwaukee, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of August, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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, and 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.