

Bid 23-32
Lot A Resurfacing
Bid opening: 2:00 pm, April 4, 2023

ADDENDUM NO. 1
Page 1 of 3

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: March 28, 2023

THIS ADDENDUM FORMS A PART OF THE BIDDING & CONTRACT DOCUMENTS.

1. The City also intends to include the removal of deteriorated PCC and HMA pavement in Lot Q, by means of 1.5" HMA milling and resurfacing, along with 4" PCC pavement removal and replacement with 4" of HMA surface course. The lump sum for striping shall also be adjusted to stripe Lot Q in accordance with the exhibit attached.
2. A revised schedule of quantities is included reflecting these changes.
3. Bidders must be prequalified, with either 003 or 005 IDOT designation.

City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT purchasingDL@aurora.il.us IMMEDIATELY UPON RECEIPT.

COMPANY NAME TAT Enterprises Inc

SIGNATURE OF COMPANY REPRESENTATIVE 

SCHEDULE OF PRICES

RFB 23-32

Lot A Resurfacing W/ Lot Q Patching (addendum 1)

ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
HMA FULL DEPTH PATCHING	SY	200	\$35.50	\$7,100.00
HMA MILLING – BUTT JOINTS (OVERLAY CURB)	SY	100	\$5.00	\$500.00
HMA PAVEMENT OVERLAY (1.5")	SY	7000	\$9.00	\$63,000.00
PRIME COAT	GAL	700	\$0.01	\$7.00
PAINT PAVEMENT MARKINGS (MATCH EXISTING A LAYOUT AND INCLUDED Q EXHIBIT)	LS	1	\$2,000.00	\$2,000.00
4" PCC REMOVAL, REPLACED WITH 4" HMA	SY	380	\$38.00	\$14,440.00
HMA SURFACE REMOVAL SPECIAL (1.5" & VARIABLE, LOT Q)	SY	300	\$5.50	\$1,650.00
HMA SURFACE (LOT Q)	SY	300	\$9.00	\$2,700.00
ITEMS ORDERED BY ENGINEER	LS	1	\$15,000.00	\$15,000.00
TOTAL – BASE BID				\$106,397.00
ALTERNATE – ADDITIONAL HMA MILLING (EDGE MILL ALONG CURBS)	SY	1170	\$5.50	\$6,435.00
TOTAL – BASE BID WITH ALTERNATE				\$112,832.00



ox River

E Benton St

Water St

Water St

PNC

6 ADA Spaces (9' wide with accessibility symbol) and 4 aisles (9' wide)

Pavement Marking Letters & Symbols (ADA)

Pavement Marking (4" Lines, 6" Diagonals)

4" PCC Pavement Removal and 4" HMA Replacement

2" HMA Surface Removal and Replacement

125

Water St

City of Aurora

Finance Department | Purchasing Division
44 E Downer Place | Aurora, Illinois & 60507
Phone: (630) 256-3550 | Fax: (630) 256-3559 | Web: www.aurora-il.org



DATE: March 30, 2023
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA INVITATION TO BID 23-32 – Addendum #2
LOT A RESURFACING**

This notice forms a part of the Invitation to Bid 23-32: Lot A Resurfacing. All other information pertaining to this Invitation to Bid shall remain the same.

Sealed Bids will be received at the City of Aurora: Attn: City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until 2:00 pm, CST, Tuesday, April 4, 2023. It is the sole responsibility of the Bidder to see that their Bid is received by the due date and time. No Late bids will be accepted.

Please acknowledge this addendum on your bid form. Failure to do so may subject Bidder to disqualification.

Response to questions received:

- 1.) Are the ADA Quantities/ Blue area below accounted for on the revised quantity sheet? If so, the quantity sheet calls out 300 SY @ 1.5" and the depiction below calls for 2" removal and replacement.



Follow the bid specification that states 1.5

End of Addendum #2

PROPOSAL SUBMITTED BY:

TAT Enterprises Inc

Bidder's Name

16602 Marengo Road

99

Street

P.O. Box

Union

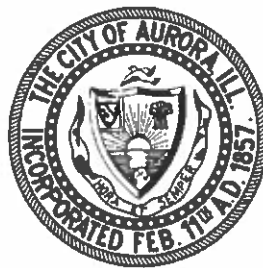
IL

60180

City

State

Zip Code



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

PROPOSAL AND SPECIFICATIONS FOR

Lot A Resurfacing

Located at

**115 Spruce Street
AURORA, ILLINOIS**

Bid Number 23-32

**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 TAT Enterprises Inc
for the improvement known as the Bid Number 23-32, Lot A Resurfacing, 115 Spruce Street, 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 ten (10) 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 within the time stipulated in the Special Provisions.
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 \$ _____
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:



(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 TAT Enterprises Inc

Signed By Terry Todd Sr

President

Business Address 16602 Marengo Road

Union IL 60180

President Terry Todd Sr

Secretary same

Treasurer same

Attest: Michael Hunter
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/).

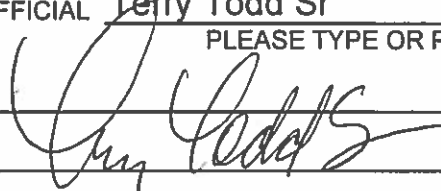
COMPANY NAME TAT Enterprises Inc

ADDRESS 16602 Marengo Road

CITY/STATE/ZIP CODE Union IL 60180

NAME OF CORPORATE/COMPANY OFFICIAL Terry Todd Sr
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE, 

DATE 04/04/2023

Subscribed and Sworn to

TELEPHONE (847) 874-8279

Before me this ____ day

FAX No. (____) NA

of _____, 20__

Notary Public



FOX VALLEY & VICINITY LABORERS

HEALTH AND WELFARE AND PENSION FUNDS

October 29, 2014

Mr. Terry Todd, Sr.
TAT Enterprises, Inc.
6546 Cherry Valley Road
Kingston, IL 60145

Subject: New Employer Account No. 2101

Dear Mr. Todd:

Welcome to the newest member of the Fox Valley & Vicinity Laborers Funds.

Your company is a new signatory employer within the jurisdiction of the Funds. Enclosed for review and reference is your copy of the Fox Valley & Vicinity Laborers Health & Welfare and Pension Funds Employer Handbook.

The most current Labor Wage Bulletin available is included in the Handbook.

In addition, the enclosed handbook includes a sample copy of the Monthly Report of Payments to the Fund. You will receive this report on a monthly basis and are required to submit report information on a timely basis.

Please be sure to review the Surety Bond information in the Handbook (page 4) and provide the Fund Office the appropriate Surety Bond within 30 days of the date of this letter.

If you have any questions regarding the booklet and the information provided, please feel free to contact the Fund Office.

Sincerely,

Kimberly S. Wetzel
Administrative Support

/ksw

Enclosures

BOARD OF TRUSTEES WELFARE FUND

Management:

Michael Shales, Chairman

John P. Bryan

Al Orosz

Union:

Dan Brejc, Secretary

Vernon Bauman

Jeffrey P. Frost

PENSION FUND

Management:

Michael Shales, Chairman

John P. Bryan

Al Orosz

Union:

Vernon Bauman, Secretary

Dan Brejc

Jeffrey P. Frost

KB

47021

MEMORANDUM OF AGREEMENT
(Local 150 Heavy, Highway & Underground Agreements)

THIS AGREEMENT made and entered into by and between TAT Enterprises Inc its
6546 Cherry Valley Rd, Hingston, IL 60145 and LOCAL 150, INTERNATIONAL UNION OF OPERATING
ENGINEERS, hereinafter referred to as the "UNION" (collectively, "the Parties"), in consideration of the promises exchanged do
hereby agree as follows:

1. The EMPLOYER recognizes the UNION as the sole and exclusive bargaining representative for and on behalf of the employees of the EMPLOYER within the territorial and occupational jurisdiction of the UNION. Prior to recognition under Section 9(a) of the National Labor Relations Act, the UNION requested recognition as the Section 9(a) majority representative and offered to the EMPLOYER valid written evidence of the UNION'S exclusive designation as bargaining representative by the majority of the employees of EMPLOYER covered by the Agreement. Based on the UNION'S offer, the EMPLOYER granted the Union recognition under Section 9(a) of the Act.

2. The Parties do hereby adopt the Master Agreements entered into by and between the UNION and the Employer Bargaining Associations listed below* and do hereby mutually agree to be bound by the terms and conditions of those Master Agreements and the Agreement and Declaration of Trusts adopted herein, and the Local 150 Apprenticeship Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein. The EMPLOYER acknowledges that he has received a copy of the aforesaid Master Agreements, that he has reviewed same, and that he is aware of the obligations arising thereunder.

*Illinois Heavy, Highway and Underground Agreement, (Mid-America Regional Bargaining Association (Excavators, I&C) (MARBA)), Chicago Area Independent Contractors Association (CAICA), Contractors Association of Will-Grundy Counties (CAWGC) (Districts 1-2-3), Rockford Nine-County Heavy and Highway and Underground Agreement (Northern Illinois Building Contractors Association, and the Northwestern Illinois Contractors Association) (District 4), Heavy and Highway and Underground Construction Agreement (Illinois Valley Contractors Association) (District 5), 10-County Highway, Heavy and Railroad Construction Agreement (Highway, Heavy and Utility Division ICA, I&C), Four-County Highway Contractors Group, Heavy and Highway Agreement, Northern Indiana Independent Contractors Group (NIICG) Agreement (Districts 6-7), Associated Contractors of the Quad Cities, Heavy and Highway Agreement, Eastern Iowa Six-County Heavy and Highway Construction Agreement (Iowa Heavy and Highway Contractors Association) (District 8).

3. This Agreement and the adoption of the Master Agreements and the Agreements and Declarations of Trust referenced in Paragraph 2 above shall be effective as of the date of execution below, and remain in effect up to and including the expiration date of the Master Agreements adopted herein. This Agreement shall continue in effect from year to year thereafter and specifically adopt any successor agreement to the Master Agreements identified in Paragraph 2 above subsequent to the expiration date of the Master Agreements herein adopted unless notice of termination or amendment is given in the manner provided herein.

4. Either Party desiring to amend or terminate this Memorandum of Agreement must notify the other in writing at least three (3) calendar months, but not more than four (4) calendar months, prior to the expiration of the Master Agreement adopted herein.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement by their duly authorized officers and/or agents the 18 day of April, 2017. If an electronic signature is used to execute this Agreement, the signer intends that signature to authenticate this record, and/or have the same effect as an ordinary non-electronic signature, including proof of willingness by the signatories to bind the Party each signatory represents. The Parties agree to apply the Illinois Electronic Commerce Security Act to this document even if the Parties do not reside or do business in Illinois or are otherwise not subject to the law.

TAT Enterprises Inc

Employer

By: Cory Todd

President

By: Mark Pulikatos

Title

Secretary

Title

cc: Employer

Phone: (847) 721-3796

E-Mail: terry@tatenterpriseinc.com

Fax: N/A

LOCAL 150, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

By: [Signature]

President-Business Manager

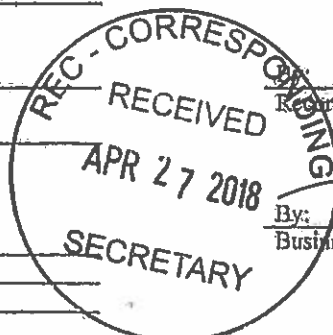
By: [Signature]

Recording Corresponding Secretary

By: [Signature]

Business Representative

Brian Palka



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 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, 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. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Midwest Operating Engineers

Fox Valley Laborers

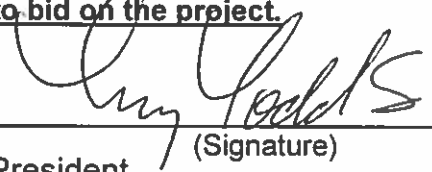
- III. Except for any work identified above, any bidder that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following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

Terry Todd Jr, Director of Operations

The requirements of this certification and disclosure are a material part of the contract. 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: TAT Enterprises Inc

By:

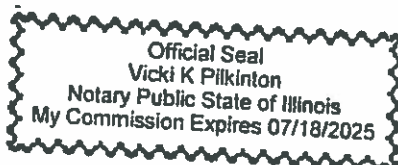


(Signature)

Address: 16602 Marengo Road, Union IL 60180

Title: President

County of Kane)





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

TAT Enterprises, Inc.

16602 Marengo Rd
Union, IL 60180-9602

OWNER:

(Name, legal status and address)

City of Aurora - Engineering Division
44 E Downer Pl
Aurora, IL 60505-3302

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)

Lot A Resurfacing - 115 Spruce Street, Aurora, Illinois

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 4 day of April, 2023



(Witness)



(Witness)

TAT Enterprises, Inc.

(Contractor as Principal)

(Seal)

(Title) Terry Todd, Sr. President

West Bend Mutual Insurance Company

(Surety)

(Seal)

(Title)

Jill Fagan, Attorney in Fact



Init.

Bond No. 2542482

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:

Jill Fagan

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 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 4th day of April, 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.



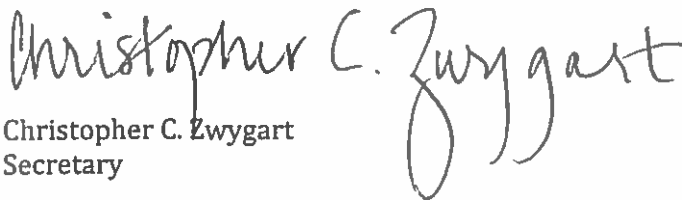
Digital Seal, Signature Authority and Enforceability

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.


Christopher C. Zwygart
Secretary



West Bend Mutual Insurance Company