



COVER SHEET

Proposal Submitted By:

Contractor's Name

Builders Paving, LLC

Contractor's Address

4401 Roosevelt Road

City

Hillside

State

IL

Zip Code

60162

STATE OF ILLINOIS

Local Public Agency

City of Aurora

County

Kane

Section Number

25-00000-01-GM

Route(s) (Street/Road Name)

VARIOUS

Type of Funds

MFT, CDBG & LOCAL

☐ Proposal Only ☐ Proposal and Plans ☒ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

 4/14/2025

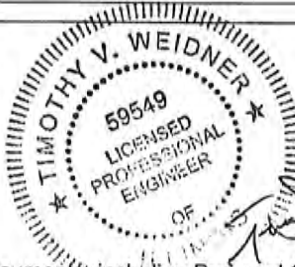
Official Title

Assistant Director of Public Works

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date



Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

BUSINESSES OWNED BY MINORITIES, WOMEN, OR DISABLED PERSONS (MWDP) ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Aurora	Kane	25-00000-01-GM	VARIOUS

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of electronically at

<u>aurora.il.us/Property-and-Business/City-Purchasing/Bids-and-Solicitations</u>	until	<u>11:00 AM</u>	on	<u>04/30/25</u>
Address		Time		Date

Sealed proposals will be opened and read publicly at the office of electronically at

<u>aurora.il.us/Property-and-Business/City-Purchasing/Bids-and-Solicitations</u>	at	<u>11:00 AM</u>	on	<u>04/30/25</u>
Address		Time		Date

DESCRIPTION OF WORK

Location	Project Length
<u>Various locations as shown on the plans within the City of Aurora</u>	<u>70,631 ft (13.4 mi)</u>

Proposed Improvement

Curb and sidewalk repairs, patching, milling, street resurfacing and striping

1. Plans and proposal forms will be available in the office of

ELECTRONIC ONLY (aurora.il.us/Property-and-Business/City-Purchasing/Bids-and-Solicitations)

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

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PROPOSAL

1. Proposal of Builders Paving, LLC
Contractor's Name
4401 Roosevelt Road, Hillside, IL 60162
Contractor's Address
2. The plans for the proposed work are those prepared by the City of Aurora Engineering Department
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 11/14/25 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Aurora Treasurer of _____
The amount of the check is 5% of Bid Amount (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
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CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

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SIGNATURES

(If an individual)

Bidder Signature & Date

--

Business Address

--

City

--

State

--

Zip Code

--

Firm Name

Builders Paving, LLC

Signature & Date


--

Title

Steven Salinas, Vice President

Business Address

4401 Roosevelt Road

City

Hillside

State

IL

Zip Code

60162

Insert the Names and Addresses of all Partners

SKEJG, LLC
321 Center Street
Hillside, IL 60162

(If a corporation)

Corporate Name

--

Signature & Date

--

Title

--

Business Address

--

City

--

State

--

Zip Code

--

Insert Names of Officers

President

--



Attest:

--

Secretary

Secretary

--

Treasurer

--



Schedule of Prices



Contractor's Name

Builders Paving, LLC

Contractor's Address

4401 Roosevelt Road

City

Hillside

State

IL

Zip Code

60162

Local Public Agency

City of Aurora

County

Kane

Section Number

25-00000-01-GM

Route(s) (Street/Road Name)

VARIOUS

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	COMB C C&G REM REP SPL	FOOT	18360	38.75	711450.00
2	SIDEWALK REM	SQ FT	62560	1.00	62560.00
3	PC CONC SIDEWALK 5	SQ FT	62560	10.00	625600.00
4	DETECTABLE WARNINGS	SQ FT	3300	20.50	67650.00
5	DRIVE PAVEMENT REM	SQ YD	3610	18.00	64980.00
6	PCC DRIVEWAY PAVT 6	SQ YD	1760	75.00	132000.00
7	HMA DRIVEWAY PAVT	SQ YD	1850	38.00	70300.00
8	HMA SURF REM SPL	SQ YD	218372	4.25	928081.00
9	PCC SURF REM VAR DP	SQ YD	50	35.00	1750.00
10	CL D PATCH T2 3	SQ YD	600	35.00	21000.00
11	CL D PATCH T2 6	SQ YD	480	66.00	31680.00
12	CL D PATCH T2 10	SQ YD	120	93.00	11160.00
13	CL C PATCH T2 6	SQ YD	60	80.00	4800.00
14	CL C PATCH T2 9	SQ YD	30	120.00	3600.00
15	BIT MATLS TACK CT	POUND	144000	0.01	1440.00
16	P HMA BC HM N50	TON	70	155.00	10850.00
17	HMA BC IL-9.5 D N50	TON	2855	79.00	225545.00
18	HMA SC IL-9.5 D N50	TON	26297	79.00	2077463.00
19	STR REFL CR CTRL TRMT	FOOT	1500	3.10	4650.00
20	AGGREGATE SHLDS B	TON	140	90.00	12600.00

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Aurora		Kane		25-00000-01-GM		VARIOUS
Item Number	Items	Unit	Quantity	Unit Price	Total	
21	DOM WAT SER BOX ADJ	EACH	12	185.00	2220.00	
22	CB ADJUST	EACH	182	450.00	81900.00	
23	CB ADJUST NEW F&G SPL	EACH	3	880.00	2640.00	
24	MAN ADJUST	EACH	117	785.00	91845.00	
25	MAN ADJUST NEW F&L SPL	EACH	24	1285.00	30840.00	
26	VALVE BOX ADJ	EACH	31	400.00	12400.00	
27	SHORT TERM PAVT MKING 4	FOOT	1800	1.00	1800.00	
28	THPL PVT MK LINE 4	FOOT	18000	0.72	12960.00	
29	THPL PVT MK LINE 6	FOOT	15000	1.30	19500.00	
30	THPL PVT MK LINE 12	FOOT	2700	2.40	6480.00	
31	THPL PVT MK LINE 24	FOOT	1800	5.25	9450.00	
32	THPL PVT MK LTR & SYM	SQ FT	900	5.50	4950.00	
33	TR CONT & PROT 701501	L SUM	1	55000.00	55000.00	
34	TR CONT & PROT 701502	L SUM	1	5500.00	5500.00	
35	TR CONT & PROT 701601	L SUM	1	1.00	1.00	
36	TR CONT & PROT 701602	L SUM	1	1.00	1.00	
37	TR CONT & PROT 701606	L SUM	1	1.00	1.00	
38	TR CONT & PROT 701701	L SUM	1	1.00	1.00	
39	TR CONT & PROT 701801	L SUM	1	15500.00	15500.00	
40	MOBILIZATION	L SUM	1	204997.88	204997.88	
41	LANDSCAPE RESTORATION	L SUM	1	147652.12	147652.12	
42	SAN SEW MH REHAB (SPL)	EACH	60	1485.00	89100.00	
43	DET LOOP REPL	FOOT	300	27.90	8370.00	
44	RAISED REF PVT MK REM	EACH	30	30.00	900.00	
Bidder's Total Proposal					\$5,873,168.00	

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency	County	Street Name/Road Name	Section Number
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All contractors are required to complete the following certification

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

Illinois Department of Transportation 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. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 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.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. 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.

International Union of Operating
Engineers Local 150

Laborers District Council of Chicago and
Vicinity

4. Except for any work identified above, if any bidder or subcontractor 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 workforces 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 Department at any time before or afterward may require the production of 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. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date		
Builders Paving, LLC			
Title	4/30/25		
Steven Salinas, Vice President			
Address	City	State	Zip Code
4401 Roosevelt Road	Hillside	IL	60162





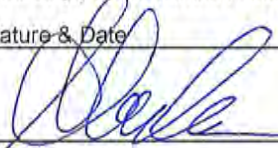
**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
City of Aurora	Kane	VARIOUS	25-00000-01-GM

I, Steven Salinas of Hillside, Illinois,
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath, state as follows:

1. That I am the Vice President of Builders Paving, LLC.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Builders Paving, LLC, will maintain a business office in the
Bidder
 State of Illinois, which will be located in Cook County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

 4/30/25

Print Name of Affiant
Steven Salinas, Vice President



Notary Public

State of IL

County Cook

Signed (or subscribed or attested) before me on 4/30/25 by
(date)

Steven Salinas, authorized agent(s) of
(name/s of person/s)

Builders Paving, LLC
Bidder



Notary Public Signature & Date

 4/30/25

My commission expires 7/7/26



April 30, 2025

Re: Affidavit of Availability, Letting 4/30/25

To Whom This May Concern:

Per the Illinois Department of Transportation Rules for Prequalification of Contractors, Builders Paving, LLC is requesting to forego the filing of an Affidavit of Availability (BC-57), under Section 650.310 Sub D, based upon our Super Unlimited Financial rating and Unlimited HMA Plant Mix rating as shown on the attached IDOT Certificate of Eligibility.

Sincerely,

Builders Paving, LLC

Steven Salinas

Steven Salinas
Vice President
ssalinas@builderspavingllc.com



**Illinois Department
of Transportation**

Certificate of Eligibility

Builders Paving, LLC
4401 W. Roosevelt Road HILLSIDE, IL 60162

Contractor No 2341

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

SUPER UNLIMITED

001	EARTHWORK	\$3,600,000
003	HMA PLANT MIX	Unlimited
017	CONCRETE CONSTRUCTION	\$13,450,000
032	COLD MILL, PLAN. & ROTOMILL	\$13,775,000
08A	AGGREGATE BASES & SURF. (A)	\$4,850,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/9/2025 TO 5/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/9/2025.


Engineer of Construction



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**

Local Public Agency	County	Section Number
City of Aurora	Kane	25-00000-01-GM

WE, Builders Paving, LLC as PRINCIPAL, and
Fidelity and Deposit Company of Maryland as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") 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 LPA 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 LPA 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 LPA 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 LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any
requirements set forth in the preceding paragraph, then the LPA 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 30th of April, 2025
Day Month and Year

Principal

Company Name
Builders Paving, LLC

Signature & Date
By: [Signature] 4/30/2025

Title
Steven Salinas Vice President

Company Name
PAVING, LLC

Signature & Date
[Signature]

Title
CEO

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

Surety

Name of Surety
Fidelity and Deposit Company of Maryland

Signature of Attorney-in-Fact Signature & Date
By: [Signature] April 30, 2025
James I. Moore

STATE OF Illinois

COUNTY OF DuPage

I Karen A. OConnell, a Notary Public in and for said county do hereby certify that

Steven Salinas and James I. Moore

(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 30th day of April, 2025
Day Month and Year



Notary Public Signature & Date
[Signature] April 30, 2025
Date commission expires February 15, 2026

City of Aurora

Kane

25-00000-01-GM

ELECTRONIC BID BOND

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 LPA 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.)

[illegible]

Bond No. Bid Bond

Obligee: City of Aurora

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James I. Moore, its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maxson
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 30th day of April, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ATTACHMENT _____

**CITY OF AURORA CONDITIONS
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS**

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice

FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

**Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

****On August 23, 2023, the U.S. Department of Labor published in the Federal Register the final rule, "Updating the Davis-Bacon and Related Acts Regulations." The Final Rule took effect on October 23, 2023. Please refer to <https://www.federalregister.gov/documents/2023/08/23/2023-17221/updating-the-davis-bacon-and-related-acts-regulations> to review additional information regarding the final rule's changes.**

II. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

III. Cost Plus Statement

Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.

IV. Change Order Statement

If Change Orders occur, it shall be such that cost plus will not be acceptable. The contractor will not be allowed a pre-established rate for overhead and profit with any change order. Lump sum Change Orders are acceptable. Should change orders be necessary, Aurora staff must receive copies and explanation of necessity for review. All Change Orders will need to be approved by the City of Aurora.

V. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. CDBG Contract Provisions and Federal Labor Standards Provisions HUD-4010 will be incorporated into the successful bidder's contract. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Contractors, including all subcontractors and apprentices, must be eligible to participate. Wage determinations are subject to change up to the lock-in date. Should this project not

start within 90 days of award, the wage determinations shall be replaced with the most current decision.

The following Preliminary Wage Determination(s) are included with the bid packet:

1. WD# IL20250011 MOD 0 Heavy and Highway (Kane County)
2. WD# IL20250020 MOD 1 Heavy Landscape/Highway Landscape(Kane County)

This project will require weekly certified payroll logs. One original signed version of the certified payroll logs must be submitted by the contractor AND subcontractors and apprentices to the bidding agency. *Additional* originals must also be retained by the contractor AND subcontractors. A copy of the certified payroll log form is included as an attachment and is also available at: www.dol.gov/whd/forms/wh347.pdf

VI. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

VII. WBE/MBE Encouragement Statement

Minority and Women Owned Business Enterprises (MBE/WBE) are encouraged to submit bids on this Project.

VIII. Debarment Statement

The successful bidder for the project must clear a contractor debarment search on the System for Award Management (SAM) in order to be eligible to receive Federal grant funds.

IX. Build America, Buy America (Applicable for projects if CDBG (combined with other HUD funds) amount exceeds \$250,000)

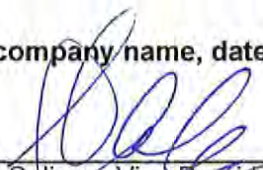
The Contractor shall comply with the applicable standards, orders, or requirements issued under the Build America, Buy America Act ("BABA" or "the Act") which was enacted on 11/15/21, as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58). The Act establishes a domestic content procurement preference, the Buy America Preference (BAP), for Federal infrastructure programs.

X. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

The City of Aurora wishes an acknowledgement from the bidder that they have read and understand the conditions listed above.

Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature ("wet ink"): 
Steven Salinas, Vice President

Company Name: Builders Paving, LLC

Date: 4/30/25

March 2024

Aurora Conditions



ATTACHMENT _____

CITY OF AURORA, ILLINOIS CDBG PROGRAM CONTRACTOR DEBARMENT REVIEW CERTIFICATION

Project Name and Location: City of Aurora - 2025 Citywide Street Resurfacing - East

All CDBG subrecipients are required to conduct debarment reviews on all services procured with CDBG funds by checking the System for Award Management (SAM) website, www.sam.gov, to determine if a potential contractor is excluded from receiving Federal contracts. This review will be conducted by the City and/or the Project's Owner before any contract award is executed. The use of CDBG funds is prohibited for any contractor on the excluded (debarment) list.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Steven Salinas, Vice President

Name & Title (Please Print)

Signature ("wet ink")

4/30/25

Date

078271977

DUNS Number



ATTACHMENT _____

OWNERSHIP FORM

(To be completed by business owners)

Any contractor working on a federally funded project must be cleared through the Excluded Parties List System (EPLS) for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. Please complete this information so that such clearance may be performed by CDD staff.

PART 1 Business Information:

Legal Business Name	Builders Paving, LLC		
Owner Name	Ryan Gandy		
Address of Business	4401 Roosevelt Road, Hillside, IL 60162		
Telephone #	(847) 419-9000	Fax #	(847) 419-9050
Webpage (if available)	www.thebuildersco.com	FEIN (IRS) #	27-2209007
Trade(s)	Asphalt Paving		

Indicate ("X") whether business is:

Sole Proprietorship		Date Established (MM/DD/YR):		BRC²	
Limited Liability Company	X				
Partnership		Date of Agreement (MM/DD/YR):		BRC	
Corporation¹		Date of Incorporation (MM/DD/YR):		TIN³	

¹ Does not include affiliates, wholly owned subsidiaries or divisions.
² Business Registration Certificate Number
³ Tax Identification Number

Has the firm done or is it currently doing business under another name?

Yes: _____ No: X

If yes, please provide the name and explain:

--

Is the spouse of the owner also involved in the business in any capacity (Vice President, secretary, etc)?

Yes: _____ No: _____ N/A

If yes, please provide name and the title of the spouse:

--

Identify the names of all owners/principals of the company:

Name	Title	Business Name (if applicable)
Ryan Gandy	President	
Steven Salinas	Vice President	
Joseph Michael	Secretary	

Is the firm in Good Standing with the State of Illinois? (This will be confirmed by CDD through a check of CyberDrive Illinois.)Yes: X No: _____

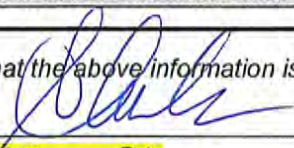
If no, please explain:

--

PART 2 Other Concerns:

<input type="checkbox"/>	Business is owned by a minority person:	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American
	<input type="checkbox"/> Other (Specify):	<input type="checkbox"/> Native American	<input type="checkbox"/> Asian/Pacific American
<input type="checkbox"/>	Business is woman owned.		

I certify that the above information is complete and accurate.


 Owner Signature _____ Date 4/30/25
 Rev. 3/2022

Steven Salinas, Vice President
 Print Name/Title



ATTACHMENT _____

REFERENCES

The bidder must list references for the last three (3) completed projects, listing company name, address, contact person, telephone number and date of completion. Additional references may be required. If bidder is a new business, provide references that will enable the Project Owner to determine if bidder is responsible.

The bidder verifies that they have provided equipment or supplies to that contained in their contract to the following parties with needs similar to the Project Owner and authorizes the Project Owner to verify reference of business and credit at its option.

COMPANY NAME:	SEE ATTACHED LIST OF REFERENCES
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

STATE THE NUMBER OF YEARS IN BUSINESS:	15
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	74 Office/Management - 420 Field/Trades

Project References

Village of Wauconda
101 N. Main Street
Wauconda, IL 60084
2024 Street Improvement Project
\$2,132,000.00
Derek Anderson
(224) 294-2038
danderson@hmgengineers.com

City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008
2024 Resurfacing Program
\$1,297,800.00
Ryan Lindeman
(847) 343-2963
rlindeman@cbbel.com

Kane County Division of Transportation
41 W011 Burlington Road
St. Charles, IL 60175
2024 Resurfacing Project
\$6,488,888.00
David Boesch
(630) 584-1170
boeschdavid@co.kane.il.us

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005
2024 Arlington Heights Resurfacing
\$3,688,000.00
Briget Schwab
(847) 368-5257
bschwab@vah.com

Village of Fox River Grove
305 Illinois Street
Fox River Grove, IL 60021
2024 Street Improvements
\$1,178,000.00
Anand Sampath
(815) 444-4484
asampath@baxterwoodman.com

Village of Broadview
2350 South 25th Avenue
Broadview, IL 60155
2023 Paving Program
\$1,242,255.00
Chris Baker
(708) 865-0300
cbaker@ehancock.com

Village of Palatine
200 E Wood Street
Palatine, IL 60067
2024 Resurfacing Program
\$3,318,638.00
Brandon Saccone
(847) 705-5200
bsaccone@palatine.il.us

Village of Lake Zurich
70 East Main Street
Lake Zurich, IL 60047
2021 Road Program
\$1,594,360.00
Mike Brown
(847) 540-5066
mike.brown@lakezurich.org

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
2024 Flexible Pavement
\$2,524,979.17
Jessie Bahraini
(630) 868-2265
jbahraini@carolstream.org

Village of Montgomery
200 North River Street
Montgomery, IL 60538
2022 Infrastructure Road Program
\$2,462,000.00
Mark Wolf
(331) 212-9043
wolf@ci.montgomery.il.us

Village of Sugar Grove
52 Wheeler Road
Sugar Grove, IL 60554
2024 MFT Road Program
\$1,438,008.00
Christopher Ott
(630) 466-6757
cott@eeiweb.com

Village of Wheeling
2 Community Blvd
Wheeling, IL 60090
2024 Wheeling MFT Resurfacing
\$1,827,999.94
John Mulford
(847) 279-6912
jmulford@wheelingil.gov



Builders Paving, LLC.
4401 Roosevelt Rd, Hillside IL 60162
Phone: 847.419.9000 • Fax: 847.419.9050
<https://thebuildersco.com>

Aurora 2025 Citywide Street Resurfacing East
Subcontractors

D2K Traffic Safety Inc
1505 Frontenac Road
Naperville IL 60563

Meagan Long 630-416-9700
meaganlong@d2ktraffic.com

Schroeder & Schroeder Inc
7306 Central Park
Skokie IL 60076

Andrew Joiner 847-933-0526
andrew@schroederconcrete.net

H&H Electric Company
2830 Commerce Street
Franklin Park IL 60131

Paul Hallahan 708-453-2222
paul.hallahan@hh-electric.com

Nafisco, Inc.
808 Forestwood Drive
Romeoville, IL 60446

Brett Brock 815-372-3300
brett@nafiscoinc.com

Galaxy Underground Inc
1075 Morse Ave
Schaumburg IL 60193

Nick Ruggieri 847-455-8522
nick@galaxyunderground.com

Geomat
PO BOX 935
Minooka, IL 60447

Nick Zuffino 815-521-2145
nick.geomat@gmail.com

JE Landworks Unlimited
P.O. Box 4245
Aurora IL 60507

Elias Perez 630-675-4228
elias@jelandworks.net



PROJECT INFORMATION SHEET

RE: AURORA CITYWIDE RESURFACING EAST

To Whom It May Concern:

Please use the following contacts for various required tasks:

1. Scheduling Men / Equipment Material:

- * Project Superintendent: Andy Powell
Cell/Emergency: Andy (847) 942-0619
Phone: (847) 419-9000
Fax: (847) 419-9050
E-Mail: apowell@builderspavingllc.com
- * General Superintendent: James Gnutek
Phone: (815) 509-9230
E-Mail: jgnutek@builderspavingllc.com

2. Change in Scope of Work / Phasing / Accelerated Scheduling Cost:

- * Project Manager: Justin Tomazin
Phone: (847) 419-9000
Fax: (847) 419-9050
E-Mail: jtomazin@builderspavingllc.com

3. Accounts Receivable / Billing / Waivers:

- * Accounts Receivable: Jean Danecker
Phone: (847) 419-9000
Fax: (847) 419-9050
E-Mail: jdanecker@builderspavingllc.com

CONFLICT OF INTEREST DISCLOSURE

ss55[illegible]

Date:

MUST BE SUBMITTED WITH BID PROPOSAL

ATTACHMENT_____

**CITY OF AURORA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

BUILD AMERICA, BUY AMERICA

Bidder's Certification

Projects funded with more than \$250,000 in aggregate Federal funds, including Community Development Block Grant (CDBG) funds awarded via the City of Aurora, Illinois Community Development Program require infrastructure projects, including housing, to use iron, steel, manufactured goods, and construction materials* that are produced in the United States in a manner that complies with the Build America, Buy America (BABA) requirements.

As a bidder for the project listed above, I certify that I have read, understand, and will comply with the "Build America, Buy America" provisions as required by federal law. Furthermore, I understand that BABA provisions apply to any and all portions of this project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of BABA-covered products, provide verification documentation for BABA-compliance, and when needed provide supporting documentation.

I understand that a false statement on this certification may be grounds for rejection or termination of any contract.

* ☒ I have attached bid documents listing specific materials to be provided.

AUTHORIZED SIGNATURE ("wet ink")

DATE 4/30/25

Builders Paving, LLC

Steven Salinas
Name (Please Print)

Vice President
Title (Please Print)





PETROTAC®
BY PROPEX

Certificate of Compliance

PETROTAC® 4591 is a self-adhesive paving strip membrane geotextile produced by Propex, and will meet the following Minimum Average Roll Values (MARV) when tested in accordance with the methods listed below. **PETROTAC 4591** is used as a strip membrane to treat local pavement distress and joints and cracks (effective over moderate cracks/joints). It is also used as a bridge deck membrane moisture barrier.

PETROTAC 4591 conforms to the property values listed below¹. Propex performs internal Manufacturing Quality Control (MQC) tests that have been accredited by the Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP).

MARV ²			
PROPERTY	TEST METHOD	ENGLISH	METRIC
ORIGIN OF MATERIALS			
% U.S. Manufactured Inputs		100%	100%
% U.S. Manufactured		100%	100%
MECHANICAL			
Strip Tensile Strength	ASTM D-882 (modified)	50 lbs/in	8760 N/m
Puncture Resistance	ASTM E-154	200 lbs	890 N
ENDURANCE			
Permeance-Perms	ASTM E-96 Method B	0.05 max	0.05 max
Pliability- 1/4" Mandrel 180° Blend at -25 °F	ASTM D-146 (modified)	No cracks in fabric or rubberized asphalt	No cracks in fabric or rubberized asphalt

Tim Smith
Quality Manager

NOTES:

1. The property values listed above are effective 04/2011 and are subject to change without notice.
2. Values shown are in weaker principal direction. Minimum average roll values (MARV) are calculated as the typical minus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any samples taken from quality assurance testing will exceed the value reported.



**GEOTEXTILE
SYSTEMS**
BY PROPEX

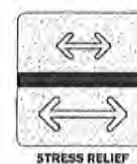
ENGINEERING EARTH
www.geotextile.com

Propex Operating Company, LLC · 6025 Lee Highway, Suite 425 · PO Box 22788 · Chattanooga, TN 37422
ph 423 899 0444 · ph 800 621 1273 · fax 423 899 7619

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PETROMAT MPV500



PETROMAT® MPV500 is a heat-set polypropylene nonwoven geotextile specifically designed for asphalt overlay applications. PETROMAT MPV500 is inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids. TenCate Geosynthetics Americas (A Solmax Company) is accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). PETROMAT MPV500 meets Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901-52.

MECHANICAL PROPERTIES	TEST METHOD	UNIT	MINIMUM AVERAGE ROLL VALUE	
Grab Tensile Strength	ASTM D4632	lbs (N)	MD 101 (450)	CD 101 (450)
Grab Tensile Elongation	ASTM D4632	%	50	50
Mass/Unit Area	ASTM D5261	oz/yd ² (g/m ²)	4.1 (140)	
MECHANICAL PROPERTIES	TEST METHOD	UNIT	MINIMUM ROLL VALUE	
Asphalt Retention	ASTM D6140	gal/yd ² (l/m ²)	≥ 0.20 (0.91)	
Melting Point ¹	ASTM D276	F° (C°)	325 (163)	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70	
PHYSICAL PROPERTIES		UNIT	TYPICAL ROLL VALUE	
Roll Dimensions (width x length)		ft (m)	10.5 x 360 (3.2 x110)	
			12.5 x 360 (3.8 x 110)	
Roll Area		yd ² (m ²)	420(351)	
			500(418)	
Estimated Roll Weight		lbs (kg)	118 (54)	
			141 (64)	

365 South Holland Drive Pendergrass, GA 30567

Tel +1 706 693 2226 www.tencategeo.us



Solmax is not a design or engineering professional and has not performed any such design services to determine if Solmax's goods comply with any project plans or specifications, or with the application or use of Solmax's goods to any particular system, project, purpose, installation, or specification.

FGS000354 ETQR70



SOLMAX



CITY OF AURORA SECTION 3 ACKNOWLEDGEMENT AND INTENT TO COMPLY

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u (section 3) and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:

1. If awarded a contract for this CDBG funded project, does bidder anticipate being able to determine employees' hourly wages and addresses?

Yes ☒

No ☐

If YES, please estimate the TOTAL number of hours to be completed on the project by all:

- a. Prime Contractor workers: ²⁰⁰ ~~100~~ hours b. Subcontractor workers: ¹⁰⁰ ~~50~~ hours

2. Please review the following Section 3 Worker definitions:

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- a. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- b. The worker is employed by a Section 3 Business Concern; or
- c. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

- a. A worker employed by a Section 3 business concern; or
- b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - i. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - ii. A YouthBuild participant.

Is the bidder willing to consider hiring Section 3 Workers for future employment and training opportunities that are a direct result of this HUD funded project based upon the above definitions?

Yes ☒

No ☐

3. Is your business a Section 3 Business as per the below "Section 3 Business Concern" definition?

Yes ☐ No ☒

A Section 3 Business Concern is defined as a business in which:

- a. At least 51% owned by low- or very low-income persons;
- b. Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers; or
- c. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business Registry here:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

4. Is the bidder willing to consider subcontracting with qualified Section 3 Businesses for this project?

Yes ☒ No ☐

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language (see following page titled "Section 3 Clause") in this procurement document for this project.

If awarded the contract, the bidder will:

- a. Insert Section 3 language (located on the following page) into all contracts and subcontracts associated with this federally funded project;
- b. Commit to following Section 3 requirements, as they apply to this project, including the provision of information on the hours worked by Section 3 Workers and Targeted Section 3 workers. Submit and implement a City of Aurora Section 3 Plan which will form part of our contractual obligations;
- c. Submit all required employment and contracting documentation which includes but is not limited to reports on Section 3 efforts and accomplishments. as requested by the City of Aurora after review of the business' Section 3 Plan;
- d. Take affirmative actions to comply with all Section 3 notifications and requests, attain and report efforts toward achieving established HUD Section 3 benchmarks for Section 3 workers and Targeted Section 3 workers; and
- e. Maintain documentation for a time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

Business Owner Signature: _____

Date: 4/30/25

Print Name: Steven Salinas

Title: Vice President

Builders Paving, LLC



2/2023

SECTION 3 CLAUSE

The requirements of Section 3 apply to contractors and subcontractors performing work on construction or rehabilitation projects for which the contract/subcontract amount exceeds \$200,000.

TITLE 24 PART 75 ECONOMIC OPPORTUNITIES FOR LOW - AND VERY LOW - INCOME PERSONS

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause and subject to change from time to time):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CITY OF AURORA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Contract Provisions

1. Compliance with Executive Order 11246 - During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscriminating clause.
- b. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representatives of commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. No segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his book, records, time cards, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
- g. In the event of the Contractor's non-compliance with the non-discriminatory clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible

for further grantee contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11236 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order, of the Secretary of Labor, or as otherwise provided by law.

- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. Audit, Inspection, and Retention of Records - The Contractor shall permit the Owner, the City of Aurora, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect and audit any books, documents, papers, and records of the Contractor which are directly pertinent to the Contractor's performance under this Contract until the expiration of three (3) years after the Owner makes final payment under this Contract and all other pending matters are closed. Failure of the Contractor to produce or have available these records may result in debarment.
3. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Violation or Breach of Contract - If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Contract, the party having provided such notice may terminate this Contract.
5. Termination for Default or Convenience
 - a. The Owner may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.
 - b. If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Owner may terminate this Contract for default. Termination shall be effected by serving a "Notice of Termination" on

the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.

- c. In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Owner, after establishing a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.

6. Subcontracts

- a. The Contractor shall not subcontract any work to be performed under this Contract to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- b. The provisions enumerated herein (including Exhibits) shall be applied to and physically be made a part of any and all subcontracts entered into by the Contractor for the performance of any part of the work of this Contract. The Contractor shall notify the Owner and the City of Aurora Neighborhood Redevelopment Division in writing prior to executing such subcontracts so that a pre-construction conference may be scheduled with the subcontractor and Owner to review applicable contract provisions.

7. Section 3 Clause (A Section 3 project is a housing rehabilitation, construction, or other public construction project assisted with more than \$200,000 in funding from housing and community development financial assistance programs (see § 75.3(a)(2)(i)). For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the City will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD.)

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 75 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;

and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
8. Environmental Protection (Applicable if Contract amount exceeds \$100,000) - The Contractor shall comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)
 9. Build America, Buy America (Applicable for projects using CDBG funds obligated on or after 11/15/22 if CDBG (combined with other HUD funds) amount exceeds \$250,000) - The Contractor shall comply with the applicable standards, orders, or requirements issued under the Build America, Buy America Act ("BABA" or "the Act") which was enacted on 11/15/21, as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58). The Act establishes a domestic content procurement preference, the Buy America Preference (BAP), for Federal infrastructure programs.

Covered materials include the following:

Construction materials

- Includes all raw materials used in construction, including
- metals other than iron/steel
- plastic materials such as PVC pipe
- glass
- lumber
- drywall
- *Does not include cement and aggregates (stone, sand, gravel)*

Iron and steel

- Includes materials that are primarily composed of iron or steel

Manufactured products

- A definition is forthcoming pending a proposed Office of Management and Budget (OMB) rulemaking

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(i)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

BIDDER'S CERTIFICATION

Return with Bid

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 have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.
- Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.
- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. 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 Builders Paving, LLC

ADDRESS 4401 Roosevelt Road

CITY/STATE/ZIP CODE Hillside, IL 60162

NAME OF CORPORATE/COMPANY OFFICIAL Steven Salinas

PLEASE TYPE OR PRINT CLEARLY

TITLE Vice President

AUTHORIZED OFFICIAL SIGNATURE _____

DATE 4/30/25

TELEPHONE (847) 419-9000

Subscribed and Sworn to

Before me this 30th day

of April, 2025



Kaitlyn E. Weiher
Notary Public




STATE OF ILLINOIS)
)
County of Kane) ss.

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 30th day of April, 2025.

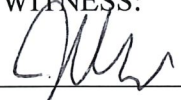
By 
(Signature of Bidder’s Executing Officer)

Steven Salinas
(Print name of Bidder’s Executing Officer)


Vice President
(Title)



ATTEST/WITNESS:

By 
Title Joseph Michael, Secretary

Subscribed and sworn to before me this 30th day of April, 2025.


Notary Public

(SEAL)





Local Public Agency	County	Section Number
City of Aurora	Kane	25-00000-01-GM

WE, Builders Paving, LLC as PRINCIPAL, and
Fidelity and Deposit Company of Maryland as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") 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 LPA 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 LPA 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 LPA 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 LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any
requirements set forth in the preceding paragraph, then the LPA 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 30th of April, 2025
Day Month and Year

Principal

Company Name
Builders Paving, LLC

Signature & Date
By: [Signature] 4/30/2025

Title
Steven Salinas Vice President

Company Name
PAVING, LLC

Signature & Date
By: [Signature]

SEAL
ILLINOIS
COMPANY

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

Surety

Name of Surety
Fidelity and Deposit Company of Maryland

Signature of Attorney-in-Fact Signature & Date
By: [Signature] April 30, 2025
James I. Moore

STATE OF Illinois

COUNTY OF DuPage

I Karen A. OConnell, a Notary Public in and for said county do hereby certify that

Steven Salinas and James I. Moore

(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 30th day of April, 2025
Day Month and Year



Notary Public Signature & Date
[Signature] April 30, 2025
Date commission expires February 15, 2026

Local Public Agency

County

Section Number

City of Aurora

Kane

25-00000-01-GM

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA 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 LPA 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.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--

Bond No. Bid Bond

Obligee: City of Aurora

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

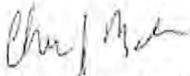
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James I. Moore, its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

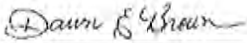
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Christopher Nolan
Vice President

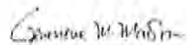


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Gonnyvee M. Mason
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 30th day of April, 2025.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790