

PROPOSAL SUBMITTED BY:

Pipe View, LLC DBA Pipe View America

Contractor's Name

13190 Farm to Market Rd 730 S

Street

Azle

TX

P.O. Box

76020

City

State

Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

2024 Sewer Televising Contract

AURORA, ILLINOIS

*October, 2023
Bid 23-100*



EXP. 11/30/2025

PREPARED BY
CITY OF AURORA
Engineering Division
77 S. Broadway Avenue
AURORA, ILLINOIS 60507

Nadia L. Schweisthal

PROPOSAL

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

1. Proposal of Pipe View, LLC DBA Pipe View America
for the improvement known as the **2024 Sewer Televising Contract, Bid 23-100.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ (see bid bond)
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile

liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.

22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



**Schedule of Prices
2024 Sewer Televising Contract
Bid 23-100**

Route	Various
County	Kane, Kendall, DuPage, & Will
Local Agency	City of Aurora

RETURN WITH BID

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Small Diameter Sanitary/Combined Sewer Televising and Cleaning, R.O.W. (18" and less)	LF	125,000	\$2.52	\$315,000.00
2	Medium Diameter Sanitary/Combined Sewer Televising and Cleaning, R.O.W. (21" - 30")	LF	10,000	\$2.73	\$27,300.00
3	Large Diameter Sanitary/Combined Sewer Televising and Cleaning, R.O.W. (33" - 48")	LF	7,000	\$2.99	\$20,930.00
4	Small Diameter 2023 Storm Sewer Televising and Cleaning, R.O.W. (18" or less)	LF	5,200	\$3.29	\$17,108.00
5	Medium Diameter 2023 Storm Sewer Televising and Cleaning, R.O.W. (21" - 30")	LF	850	\$3.75	\$3,187.50
6	Locate and Televiser Sewer Lateral	LF	6,000	\$10.85	\$65,100.00
7	Cut Protruding Tap in Sanitary Sewer	EA	100	\$100.00	\$10,000.00
8	Heavy Cleaning of Sewers with Jetter-Vacuum Combination Truck	HR	50	\$169.00	\$8450.00
9	Items Ordered by Engineer	LSUM	1	\$50,000.00	\$50,000.00
Bidder's Total Proposal for Making Entire Improvements =					\$517,075.5



~~(If an individual)~~
LLC

Signatures

Signature of Bidder Tony Bay

Business Address 13190 Farm to Market Rd 730 S
Azle, TX 76020

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name _____

Signed By _____
President

Business Address _____

President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, 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 Pipe View, LLC DBA Pipe View America

ADDRESS 13190 Farm to Market Rd 730 S

CITY/STATE/ZIP CODE Azle, TX 76020

NAME OF CORPORATE/COMPANY OFFICIAL Tony Barger
PLEASE TYPE OR PRINT CLEARLY

TITLE Director of Estimating

AUTHORIZED OFFICIAL SIGNATURE *Tony Barger*

DATE 10/30/23

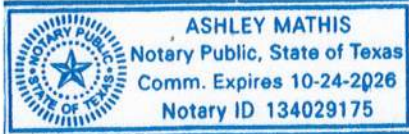
TELEPHONE (970) 404-5182

FAX No. (815) 600-8247

E-MAIL ADDRESS tonyb@pipeviewamerica.com

Subscribed and Sworn to Before
me this 30th day
of OCTOBER, 2023

Ashley Mathis
Notary Public



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

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


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

Pipe View utilizes Local 2 Union for our training and apprenticeship of our Laborers.

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

N/A

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

Bidder: Pipe View America By: Tony Barger 
(Signature)
Address: Main 13190 Farm to Market Rd 730 S, Azle TX Title: Director of Estimating
Local 900 National Parkway, Schaumburg IL

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 October, 2023.

By [Signature]
(Signature of Bidder's Executing Officer)
Tony Barger
(Print name of Bidder's Executing Officer)
Director of Estimating
(Title)

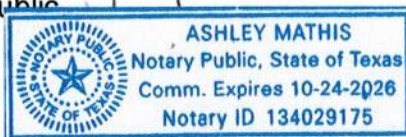
ATTEST/WITNESS:

By ASHLEY MATHIS
Title STAFF ACCOUNTANT/NOTARY

Subscribed and sworn to before me
this 30th day of OCTOBER,
2023.

[Signature]
Notary Public

(SEAL)



26 October 2023

Pipe View, LLC
900 National Pkwy
Schaumburg, IL 60173

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Pipe View, LLC is indeed signatory to the to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Miranda Maddie
Office Manager

Labor Trustees

James P. Connolly, *Chairman*

Michael Bivins

Shawn Fitzgerald

Martin Flanagan

Joseph V. Healy

Loyd "Curly" Vaughn

Executive Director

Keith Vitale

LIUNA!

Feel the Power

42-L

Management Trustees

David Lorig, *Secretary*

Seth Gudeman

Shane Higgins

Joseph Koppers

Robert G. Krug

William Vignocchi

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

Chicago
5700 West Homer St
Chicago, IL 60639

United States Department of Labor

**Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training**

Certificate of Registration

Chicagoand Laborers' J.A.T.C.

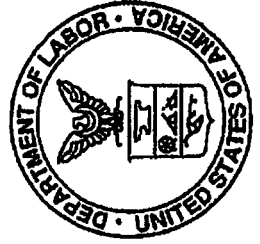
Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



April 12, 1999

Date REVISED August 13, 2004

IL017990001

Registration No.

R. J. Chao

Secretary of Labor

Anthony Suro

Administrator, Apprenticeship, Training, Employer and Labor Services

10130 Farm to Market Rd 730 S
Azle, TX 76020
(844) 4-PipeView
(815) 600-8247 Fax



City of Aurora
Aurora, IL
November 01, 2023
2024 Sewer Televising Contract, Bid 23-100

Pipe View America is submitting a bid for this project based on the RFP and the experience gained while executing projects for municipalites and utility owners since 2006.

Submitted via sealed envelope bid are:

1. Cover Letter – This document
2. Bid Document
3. Addendum 1
4. Bid Bond
5. Department of Labor Certificate

Since 2006 Pipe View has provided pipeline inspections based on engineering principals with real time communication. Over the last 17 seasons Pipe View America has been successfully completing sewer inspections and documentation for municipalites and utility owners across the country. We have offices in Chicago, IL, North Richland Hills, TX, Greeley, CO, and Columbia, MO. Our teams utilize the most current equipment for our lateral launch, push camera, hydro-excavation, sewer repair, sewer cleaning, and live gas main inspection operations. We have developed techniques that allow us to access complicated or blocked sewers in order to clear our clients of cross-bore liability.

We provide our clients with GIS output that is customizable to directly upload into their system. This has also provided daily progress updates to inspectors and managers. Inspectors also have direct access to completed videos and reports online, typically within 48 hours.

We look forward to the opportunity work with the City of Aurora and begin a successful relationship.

Respectfully,

A handwritten signature in black ink, appearing to read "Tony Barger".

Tony Barger
Director of Safety and Estimating

Pipe View America *Providing Pipeline Inspection based on Engineering Principles with Real Time Communication Since 2006.*

City of Aurora



Finance Department | Purchasing Division

44 E Downer Place | Aurora, Illinois & 60507

Phone: (630) 256-3550 | Fax: (630) 256-3559 | Web: www.aurora-il.org

DATE: October 30, 2023
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA Request for Qualifications 23-100
– Addendum #1 2024 Sanitary Sewer Televising
Contract**

This notice forms a part of the Request for Qualifications to 23-100 – Addendum #1 2024 Sanitary Sewer Televising Contract. All other information pertaining to this Invitation to Bid shall remain the same.

Sealed Bids will be received at the City of Aurora, Attn: City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until 1:00 pm, CST, Wednesday, November 1, 2023. It is the sole responsibility of the Bidder to see that their Bid is received by the due date and time. No Late bids will be accepted.

- Are we allowed to use Aries software for recording? **The use of Aries software is allowed as long as the pipeline can be evaluated and reported in accordance with NASSCO PACP guidelines.**
- How much time do we have to get PACP certified? **The contract will not likely proceed until after 1/1/24.**
- Are you looking to have the contractor re-line sections of the pipe, or did everything already get lined? **Lining of the sewers, if deemed necessary, would occur under a separate contract in late 2024.**
- Are you wanting us to camera the sewer lines from inside houses if we cannot run lateral from main? **Service laterals should be televised with a lateral launch camera from the sewer main.**
- Will there be a yard/spot for us to keep our extra signs, cones, etc. **The City can provide a gated outdoor location for the storage of equipment and trucks.**
- Price of water gallons/units used? **The Hydrant meter water service rate = \$9.10 per centum cubic foot.**

- While inspecting the mains if we find cracks/damage are we responsible for repair or city? *The City will ask to be notified of major defects so the repair can be performed by City staff or contracted out by the City.*
- What is the expected deliverable for the Locate and Televiser Sewer Lateral? Just Paint on the ground and video documentation with PDF? It states that one list will be provided by the engineer for all locations. *The City will provide one list of sewers with laterals to be located associated with upcoming utility projects. The contractor will be asked to get an approximate depth of service at a proposed utility crossing location and trace the remainder of the service to the house. Paint on the ground along with video documentation and the recorded depth should be provided to the City.*
- How many laterals should be expected within one manhole setup? *On average, there are typically 8-10 services located per one manhole setup.*
- Will the Sewer Lateral require LACP inspections? *The sewer lateral tracing will not require LACP inspections.*
- For Heavy Cleaning, it mentions 120GPM, can an 80 GPM truck be utilized for this cleaning? After how many passes does light cleaning turn into heavy cleaning? *A minimum 120 GPM truck shall be used for heavy cleaning. A minimum of two passes are required as part of the light cleaning to be performed with the sewer televising and the engineer should be notified before using the heavy cleaning pay item.*
- Will the entire project map be available, or just the maps provided? *Unfortunately, the sewers to be televised will be associated with the 2024 and 2025 overlay programs. Which will be finalized in late 2023. The sewers to be televised will be located primarily in the right-of-way of residential neighborhoods.*



Pipe View, LLC dba Pipe View America
900 National Parkway, Suite 260
Schaumburg, IL.60173

RE: City of Aurora
2024: Sewer Televising Contract, Bid 23-100

Bid Date: 11/1/2023

Dear Pipe View, LLC dba Pipe View America

Enclosed please find the above captioned bid bond, executed per your request. The bid bond must be signed by an authorized representative of your company and sealed with the corporate seal.

We urge you to double-check all signatures, dates, amounts and job descriptions for accuracy. This will avoid the possibility of having a low bid rejected because of a clerical error. Please verify again that the bid bond form we executed is on the form required by the specification. In addition, please verify that anything unusual that has been requested by the Obligee is attached to the bid request.

The bid bond authorization is based upon your original estimate. **IF THE ACTUAL BID PRICE EXCEEDS THIS ESTIMATE BY 10% OR MORE, PLEASE CONTACT US FOR ADDITIONAL AUTHORITY!**

Please call our office if you should need any further assistance and good luck on your bid!

Sincerely,

Shorewest Surety Services, Inc.

Your bid results are very important; please fax this information back to (262) 835-9649 or email bonds@shorewestsurety.com within 5 days of the bid opening.

	Contractors Name	Contract Price
1.	_____	_____
2.	_____	_____
3.	_____	_____

IF YOUR BID IS NOT LISTED ABOVE - WHAT WAS YOUR BID PRICE? \$_____

COMMENTS: _____

**PLEASE FAX TO (262) 835-9649
OR EMAIL TO BONDS@SHOREWESTSURETY.COM**

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Pipe View, LLC dba Pipe View America

900 National Parkway, Suite 260
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)

City of Aurora
44 E. Downer Place
Aurora, IL 60505

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

PROJECT:

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

2024: Sewer Televising Contract, Bid 23-100

SURETY:

(Name, legal status and principal place of business)

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

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

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

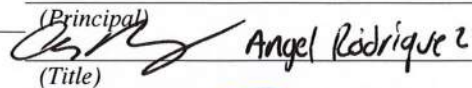
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **1st** day of **November**, **2023**
Pipe View, LLC dba Pipe View America


(Witness)

(Principal)
 Angel Rodriguez
(Title) Operations Superintendent


(Witness)

Hudson Insurance Company
(Surety)

(Title) Todd Schaap, Attorney-in-Fact

Init.



POWER OF ATTORNEY

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

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

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

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

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



Dina Daskalakis signature

Attest: Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

Michael P. Cifone signature
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

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

(Notarial Seal)



ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

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

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this 1st day of November, 2023.

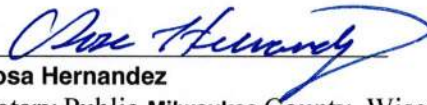


Dina Daskalakis signature
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Milwaukee**)

ON THIS 1st day of November, 2023,
before me, a notary public, within and for said County and State, personally appeared ___
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Rosa Hernandez
Notary Public, **Milwaukee** County, Wisconsin
My Commission Expires **1/22/2027**

