

PROPOSAL SUBMITTED BY:

NES Environmental

Contractor's Name

195 Industry Ave

Street

Frankfort

City

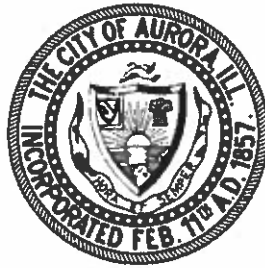
P.O. Box

66423

Zip Code

IL

State



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

PROPOSAL AND SPECIFICATIONS FOR

Asbestos Abatement at Fox Valley Inn and Motel 6

Located in
AURORA, ILLINOIS

July 2019

Bid Number 19-27R

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

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

1. Proposal of NES Environmental
for the improvement known as the Bid Number 19-27R, Asbestos Abatement at Fox Valley Inn and Motel 6, located in Aurora, IL.
2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

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

11. The undersigned further agrees to begin work 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 \$ 0
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

Asbestos Abatement at Fox Valley Inn and Motel 6

Base Bid:

Please provide lump sum costs for each of the following assuming each location will be awarded separately:

Structure	Location	Task	Cost
Fox Valley Inn	2450 N. Farnsworth Ave	Removal of Asbestos Containing Materials	61,500
		Final Air Quality Clearance	1,080
Motel 6	2380 N. Farnsworth Ave	Removal of Asbestos Containing Materials	146,000
		Final Air Quality Clearance	4,450

Please note that the City reserves the right to award each location to separate contractors. The costs submitted above for each location are stand alone and not contingent upon the bidder being awarded both locations.

Final Air Quality Clearance at each location will be awarded to the same contractor selected to perform the Removal of Asbestos Containing Materials at that location.

Bid Alternate:

Please provide a lump sum cost for the following:

Structure	Task	Cost
Both Motels Awarded Together (One Contract)	Removal of Asbestos Containing Materials	187,500
	Final Air Quality Clearance	5,530



Signatures

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name NES, Inc dba NES Environmental

Signed By Dan Navarro President

Business Address 195 Industry Ave
Frankfort, IL 60423

President Damion Navarro

Secretary Damion Navarro

Treasurer Damion Navarro

Attest: Dan Navarro
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 City of Aurora Ordinance No. O18-054 (file 18-0493): An Ordinance of the City of Aurora, Illinois, Ascertainig the Prevailing Wage Rate of Wages for Laborers, Mechanics, and other Workers Employed in Public Works Projects.
- 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.

<input checked="" type="checkbox"/>	Contractor shall check the box indicating that a copy of applicable program certification is attached.
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- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME NES Environmental

ADDRESS 195 Industry Ave

CITY/STATE/ZIP CODE Frankfort, IL 60423

NAME OF CORPORATE/COMPANY OFFICIAL Damion Navarro

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE _____

DATE 7/16/19

TELEPHONE (708) 478-5497

FAX No. (708) 478-5801

Subscribed and Sworn to

Before me this 16th day

of July, 2019

[Signature]
Notary Public

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

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

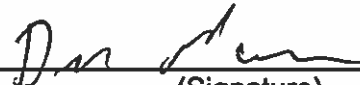
The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders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

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

 Laborers

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

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

Bidder: NES Environmental By: 
(Signature)
Address: 195 Industry Ave, Frankfort, Ky 60423 Title: President

Asbestos Abatement at Fox Valley Inn and Motel 6
Bid Number 19-27R

REFERENCES

(Please Type)

Organization

See Attached

Address

City, State, Zip

Phone Number

Contact Person

Date of Project

Organization

Address

City, State, Zip

Phone Number

Contact Person

Date of Project

Organization

Address

City, State, Zip

Phone Number

Contact Person

Date of Project

Bidder's Name

NES Environmental

Signature & Date



References

Joliet Township High School
300 Caterpillar Drive
Joliet, IL
Hygieneering, Inc.
630-654-2550

Midlothian SD 143 (2018, under contract for additional work 2019)
Spaulding School
14811 Turner Ave
Midlothian, IL
Hygieneering, Inc.
630-654-2550

Schaumburg School District 54 (2016 & 2018)
Deborah Budz
524 E Schaumburg Rd
Schaumburg, IL 60197
Aires Consulting – Designer/ PM/ ASP
630-593-6061
Contracts in 2016 & 2018 for multiple schools totaling approximately \$500,000

Valparaiso Community Schools (2017-2018)
Multiple Schools
3801 N Campbell Street
Valparaiso, IL
Amereco Engineering
219-531-0531

Additional references available upon request.

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and 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.



L. F. Chao

Secretary of Labor

Anthony Swartz

Administrator, Apprenticeship Training, Employer and Labor Services

RFB – Fox Valley Inn and Motel 6 Asbestos Abatement (Bid 19-27R)

ADDENDUM NO. 1

Page 1 of 1

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: July 12, 2019

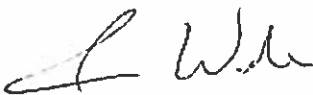
THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS. THIS SIGNED FORM MUST BE RETURNED WITH THE BID.

Please incorporate the following revisions to the above referenced RFB:

1. The City does not have any project plan pages (floor layouts, etc.) available for either of the motels to be abated. The lone bid documents (other than those contained in the RFB) are the “Asbestos and Lead Assessment” reports.
2. In accordance with City of Aurora Purchasing Policy and the United States Department of Labor, all bidders and all bidders’ subcontractors are required 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.

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.

Sincerely,



Ian Wade, P.E.
City of Aurora Engineering Division

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

COMPANY NAME NES Environmental

SIGNATURE OF COMPANY REPRESENTATIVE Ryan Feil



Illinois Department of PUBLIC HEALTH

EH0144956

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

DIVISION OF ENVIRONMENTAL HEALTH ASBESTOS PROGRAM

Issued under the authority of
the Illinois Department of
Public Health

5/15/2020	5400	500-0639
NES, INC. ASBESTOS CONTRACTOR LICENSE THIS LICENSE IS INVALID IF YOUR INSURANCE CERTIFICATE IS NOT CURRENT		

03/19/2019

NES, INC.
195 INDUSTRY AVE.
FRANKFORT, IL 60423

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #5518654



Illinois Department of PUBLIC HEALTH

EH0152128

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

DIVISION OF ENVIRONMENTAL HEALTH LEAD PROGRAM

Issued under the authority of
the Illinois Department of
Public Health

5/31/2020	5317	L-0294
NES, Inc. LEAD ABATEMENT CONTRACTOR LICENSE		

05/07/2019

NES, Inc.
195 Industry Avenue
Frankfort, IL 60423

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #5518654

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond # ZAX13788

KNOW ALL MEN BY THESE PRESENTS, that we
NES, INC. (Here insert full name and address or legal title of Contractor)
ILLINOIS

as Principal, hereinafter called the Principal, and
AXIS INSURANCE COMPANY (Here insert full name and address or legal title of Surety)
300 Connell Dr, SUITE 8000- Berkeley Heights, NJ 07922

a corporation duly organized under the laws of the State of ILLINOIS
as Surety, hereinafter called the Surety, are held and firmly bound unto
CITY OF AURORA (Here insert full name and address or legal title of Owner)
ILLINOIS

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE BID AMOUNT

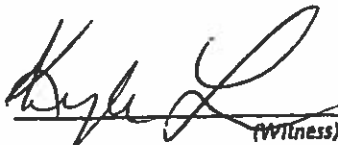
Dollars (\$TBD),

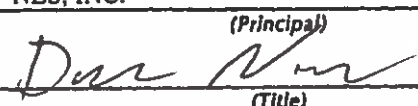
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

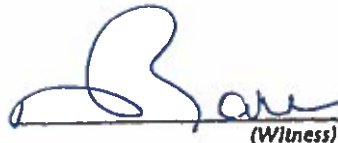
WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
ASBESTOS ABATEMENT
FOX VALLEY INN

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16TH day of JULY 2019


(Witness)

NES, INC. (Seal)
(Principal)

(Title)


(Witness)

AXIS INSURANCE COMPANY (Seal)
(Surety)

(Title) MARIA A GONZALEZ Attorney-in-Fact

LAXI3788
AXIN-7390

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

William A. Ballay, Dana M. Kuber, Michael J. Friedrich, Maria A. Gonzalez, and Anne M. Barber of Bridgeview, IL

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, that any Vice President, Surety, acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, subject to the terms and conditions of the subject Brokerage Agreements.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 8th day of January, 2019.

Attested and Certified
AXIS Insurance Company

By: [Signature]

[Seal]

Printed Name: Andrew M. Weissert

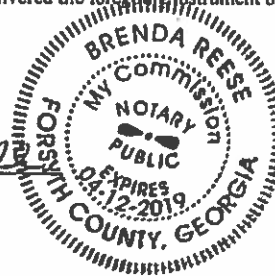
Title: Senior Vice President

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Brenda Reese
Notary Public



CERTIFICATION

I, Richard Zarandona, Vice President, Surety & Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated January, 2019 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Vice President, Surety of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 16 day of JULY, 2019.

By: [Signature: Richard Zarandona]

[Seal]

Printed Name: Richard Zarandona

Title: Vice President, Surety

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond # ZAX13787

KNOW ALL MEN BY THESE PRESENTS, that we
NES, INC. (Here insert full name and address or legal title of Contractor)
ILLINOIS

as Principal, hereinafter called the Principal, and
AXIS INSURANCE COMPANY (Here insert full name and address or legal title of Surety)

300 Connell Dr, SUITE 8000- Berkeley Heights, NJ 07922
a corporation duly organized under the laws of the State of ILLINOIS
as Surety, hereinafter called the Surety, are held and firmly bound unto
CITY OF AURORA (Here insert full name and address or legal title of Owner)
ILLINOIS

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE BID AMOUNT

Dollars (\$TBD),

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

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
ASBESTOS ABATEMENT
MOTEL 6

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16TH day of JULY 2019

(Witness)

NES, INC. (Principal) (Seal)

(Title)

(Witness)

AXIS INSURANCE COMPANY (Surety) (Seal)

MARIA A GONZALEZ (Title) Attorney-in-Fact

2AX13787
AXIN-7389

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

William A. Ballay, Dana M. Kuber, Michael J. Friedrich, Maria A. Gonzalez, and Anne M. Barber of Bridgeview, IL

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, that any Vice President, Surety, acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, subject to the terms and conditions of the subject Brokcrage Agreements.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 8th day of January, 2019.

Attested and Certified
AXIS Insurance Company

By: [Signature]

[Seal]

Printed Name: Andrew M. Weissert

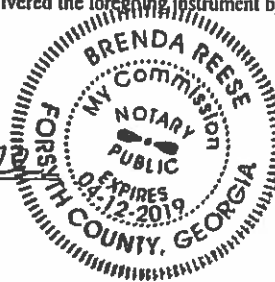
Title: Senior Vice President

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Brenda Reese
Notary Public



CERTIFICATION

I, Richard Zarandona, Vice President, Surety & Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated January, 2019 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Vice President, Surety of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WIIEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on

this the 8th day of JULY, 2019.

By: [Signature: Richard Zarandona]

[Seal]

Printed Name: Richard Zarandona

Title: Vice President, Surety