

## PROPOSAL

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

1. Proposal of Schroeder Asphalt Services, Inc.  
for the improvement known as the **2021 Citywide Patching Program for Water and Sewer Maintenance – Bid 21-12.**
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 **Bid Number 21-12**

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 insure 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 \$ N/A (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  
2021 Citywide Patching for  
Water and Sewer Maintenance  
Bid 21-12**

Route	<u>Various</u>
County	<u>Kane, Kendall, DuPage &amp; Will</u>
Local Agency	<u>City of Aurora</u>

**RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	COMBINATION CONCRETE CURB AND GUTTER	FOOT	1,400	40.00	56,000.00
2	CLASS D PATCHES, N50, 3" TO 5"	SQ FT	4,500	9.75	43,875.00
3	CLASS D PATCHES, N50, 6" TO 8"	SQ FT	42,000	11.30	474,600.00
4	CLASS D PATCHES, N50, 9" TO 12"	SQ FT	4,000	23.00	92,000.00
5	CLASS B PATCHES, 10"	SQ FT	200	23.00	4,600.00
6	CLASS B PATCHES, 12"	SQ FT	200	25.00	5,000.00
7	STORM MANHOLE, INLET, CATCH BASIN, VALVE VAULT TO BE ADJUSTED	EACH	35	700.00	24,500.00
8	SANITARY MANHOLE TO BE ADJUSTED	EACH	10	1,500.00	15,000.00
9	VALVE BOX TO BE ADJUSTED	EACH	20	350.00	7,000.00
10	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	EACH	20	175.00	3,500.00
11	PORTLAND CEMENT CONCRETE RESIDENTIAL DRIVEWAY, 6"	SQ FT	3,200	17.00	54,400.00
12	PORTLAND CEMENT CONCRETE COMMERCIAL DRIVEWAY, 8"	SQ FT	600	19.00	11,400.00
13	HOT-MIX ASPHALT DRIVEWAY, 2"	SQ FT	500	4.25	2,125.00
14	HOT-MIX ASPHALT DRIVEWAY, 4"	SQ FT	3,000	5.50	16,500.00
15	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	5,000	10.50	52,500.00
16	DETECTABLE WARNINGS	SQ FT	80	38.00	3,040.00
17	MOBILIZATION FOR EMERGENCY REPAIRS	EA	8	3500.00	28,000.00
<b>Bidder's Total Proposal for Making Entire Improvements =</b>					<b>894,040.00</b>



(If an individual)

**Signatures**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If a corporation)

Corporate Name Schroeder Asphalt Services, Inc.

Signed By *Ronald Schroeder* / Ronald Schroeder  
President

Business Address P.O. Box 831

Huntley, IL 60142

President Ronald Schroeder

Secretary Grace Foss

Treasurer Ronald Schroeder

Attest: *Grace A. Foss*  
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.

- A. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- B. 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 Schroeder Asphalt Services, Inc.

ADDRESS P.O. Box 831

CITY/STATE/ZIP CODE Huntley, IL 60142

NAME OF CORPORATE/COMPANY OFFICIAL Ronald Schroeder  
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

*Ronald Schroeder*

DATE 2/24/2021

Subscribed and Sworn to

TELEPHONE (815) 923-4380

Before me this 24th day

FAX No. (815) 923-4389

of February, 21

E-MAIL ADDRESS kyle@schroederasphalt.com

*Jennifer Griebel*  
Notary Public

Bid Number 21-12

JENNIFER GRIEBEL  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires Apr 03, 2021

28 February 2020

**Executive Director**

Thomas Nordeen

**Labor Trustees**

James P. Connolly  
Martin Dwyer  
Martin Flanagan  
Joseph V. Healy  
Charles V. LoVerde III  
William Martin

**Management Trustees**

Seth Gudeman  
Shane Higgins  
Joseph Koppers  
Robert G. Krug  
David Lorig  
William Vignocchi

Ms. Grace Foss  
Schroeder Asphalt Services, Inc.  
P.O. Box 831  
Huntley, Illinois 60142-0831

Dear Grace:

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 Schroeder Asphalt Services, Inc. is indeed signatory to the Laborers District Council and contribute to the Laborers Training and Apprenticeship Fund.

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

Yours very truly,



Felicita Ruiz  
Assistant Office Manager

**Carol Stream Location**

1200 Old Gary Avenue  
Carol Stream IL 60188  
(630) 653-0006

**Chicago Location**

5700 West Homer Street  
Chicago IL 60639  
(773) 413-3315

**The United States Department of Labor**  
**Office of Apprenticeship Training, Employer and Labor Services**  
**Bureau of Apprenticeship and Training**

**Certificate of Registration**

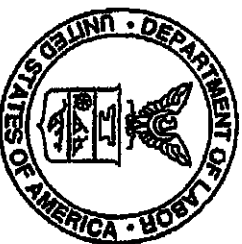
**Chicago and Lakeview J.A.T.C.**

**Canal Street, 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  
IL 017990001  
Registration No.



John S. Chao  
Secretary of Labor  
Anthony S. Swartz  
Assistant Secretary, Apprenticeship Training, Employer and Labor Services



**INTERNATIONAL UNION OF OPERATING ENGINEERS**

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M  
AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-BUSINESS MANAGER



(708) 482-8600 - FAX (708) 482-7186  
5200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3892

February 28, 2020

Schroeder Asphalt Services, Inc.  
P.O. Box 831  
Huntley, IL 60142

Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

At the request of Schroeder Asphalt Services, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Schroeder Asphalt Services, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office

Amanda Gunderson

Enclosures: Certificates

FAX NO.

F. 08

# The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor

Date May 5, 2002

IL012020003



Signature of Secretary of Labor  
Anthony D. Weiner

004

08/18/2015 15:42 FAX 71

**United States Department of Labor**

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineers

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

November 5, 2002

92 008780173  
Registration No.



*Robert L. Chao*  
Secretary of Labor

*Anthony S. Sosa*  
Assistant Secretary, Training, Employer and Labor Services

0002

08/18/2015 15:42 FAX 71  
02/28/2008 18 24 FAX



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Schroeder Asphalt Services, Inc.

P. O. Box 831 HUNTLEY, IL 60142

Contractor No 5378

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

\$45,302,000.00

001	EARTHWORK	\$1,550,000
005	HMA PAVING	\$22,250,000 B
012	DRAINAGE	\$375,000
017	CONCRETE CONSTRUCTION	\$175,000
032	COLD MILL, PLAN. & ROTOMILL	\$6,575,000
08A	AGGREGATE BASES & SURF. (A)	\$2,425,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/14/2020 TO 4/30/2021 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 4/15/2020.

B Restricted to 1200 tons in any 1 contract (Class I and/or B&M) or as specified by local agency

*Tim Bell*  
Engineer of Construction

## 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:

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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.

International Brotherhood of Teamsters. Joint Council No. 25 Training Fund.

Chicagoland Laborers' Training & Apprenticeship Program.

Operating Engineers Local 150 Apprenticeship & Training Program.

- 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. ☐

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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: Schroeder Asphalt Services, Inc.

By:

  
(Signature)

Address: P.O. Box 831, Huntley, IL 60142

Title:

Ronald Schroeder, President

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.

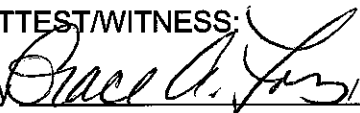
Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures 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 24th day of February, 2021.

By   
(Signature of Bidder's Executing Officer)

Ronald Schroeder  
(Print name of Bidder's Executing Officer)

President  
(Title)

ATTEST/WITNESS:  
By  Grace Foss  
Title Corporate Secretary

Subscribed and sworn to before me this  
24th day of February, 2021.

  
Notary Public

(SEAL) JENNIFER GRIEBEL  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires Apr 03, 2021

Bid Number 21-12

## Date \_\_\_\_\_



Bond No. Bid Bond



## 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

James I. Moore of the State of IL

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 Ten Million Dollars (\$10,000,000.00).

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



Attest  
Dina Daskalakis  
Corporate Secretary

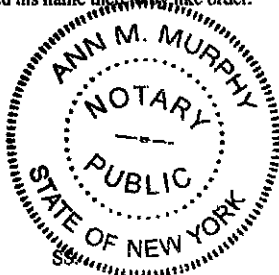
HUDSON INSURANCE COMPANY

By  
Michael P. Cifone  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 14th day of December, 2017 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 M. MURPHY  
Notary Public, State of New York  
No. 01MU6067563  
Qualified in Nassau County  
Commission Expires December 10, 2021

STATE OF NEW YORK  
COUNTY OF NEW YORK

## CERTIFICATION

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 27<sup>th</sup>, 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 24th day of February, 2021.

(Corporate seal)



By  
Dina Daskalakis  
Secretary