PROPOSAL SUBMITTED BY:		1.40-11
Mis	fits Construction Company	
Contractor's Name	- company	
333 South Wabash Avenue	Suita 2700	
- Home to the child	, suite 2/00	
	, Suite 2700	
Street		P.O. Box
	IL	P.O. Box 60604



CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

McCoy Drive Pedestrian Bridge Repairs

Bid 21-59R

AURORA, ILLINOIS

December 2021

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

PROPOSAL

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

1.	Proposal of	Misfits Construction Company
	for the impro	vement known as McCov Drive Pedestrian Bridge Repairs (Bid 21-59R)

- 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 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. Any portion of the project which requires closure of the bridge shall begin no earlier than **June 6, 2022** and the Contractor shall complete the scope of work detailed in this contract by no later than **August 12, 2022**.
- 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 $\underline{5\% \ \text{Bid Bond}}$ 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____
- 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:

REVISED SCHEDULE OF PRICES (PAGE 1 OF 2)

RFB 21-59R McCoy Drive Pedestrian Bridge Repairs

Alternate A

Pay Item	ltem	Unit	Quantity	Unit Price	Total Cost
50500405	Furnishing and Erecting Structural Steel	Pound	5,820	***************************************	
59200101	Bridge Washing	Lump Sum	1	***************************************	
70102625	Traffic Control and Protection, Standard 701606	Lump Sum	1		
70102634	Traffic Control and Protection, Standard 701611	Lump Sum	1		
X5060601	Containment and Disposal of Non-Lead Residues	Lump Sum	1		
Z0010501	Cleaning and Painting Steel Bridge Areas	Lump Sum	1		
Z0064250	Sealing Bridge Abutments	Each	2		
	Timber Deck Removal and Replacement	Lump Sum	1		
				Total	NO BID

Alternate B

Pay Item	Item	Unit	Quantity	Unit Price	Total Cost
50500405	Furnishing and Erecting Structural Steel	Pound	5,820		
59200101	Bridge Washing	Lump Sum	1		
70102625	Traffic Control and Protection, Standard 701606	Lump Sum	1		
70102634	Traffic Control and Protection, Standard 701611	Lump Sum	1		
X5060601	Containment and Disposal of Non-Lead Residues	Lump Sum	1		
Z0010501	Cleaning and Painting Entire Steel Bridge	Lump Sum	1	***************************************	
Z0064250	Sealing Bridge Abutments	Each	2		
	Timber Deck Removal and Replacement	Lump Sum	1		
				Total	NO BID

Alternate C

Pay Item	ltem .	Unit	Quantity	Unit Price	Total Cost
	Existing Bridge Removal	Lump Sum	1	\$ 30,000.00	\$ 30,000.00
	New Bridge Fabrication and Delivery (Weathering Steel)	Lump Sum	1	\$ 218,750.00	\$ 218,750.00
	New Bridge Erection	Lump Sum	1	\$ 27,000.00	\$ 27,000.00
	New Anchor Rod Installation	Each	1	\$ 1,000.00	\$ 1,000.00
			-	Total	\$ 276,750.00

REVISED SCHEDULE OF PRICES (PAGE 2 OF 2) RFB 21-59R

RFB 21-59R McCoy Drive Pedestrian Bridge Repairs

Alternate D

Pay Item	ltem	Unit	Quantity	Unit Price	Total Cost
	Existing Bridge Removal	Lump Sum	1	\$ 30,000.00	\$ 30,000.00
	New Bridge Fabrication and Delivery (S. Williams 3-Coat)	Lump Sum	1	\$ 246,500.00	\$ 246,500.00
	New Bridge Erection	Lump Sum	1	\$ 27,000.00	\$ 27,000.00
	New Anchor Rod Installation	Each	1	\$ 1,000.00	\$ 1,000.00
			Automation - mark	Total	\$ 304,500.00



Signatures

(If an individual)	Signature of Bidder Business Address	n/a
(If a partnership)		
	Firm Name	n/a
	Signed by	
	Business Address	
	Addresses of	
(If a corporation)	Corporate Name	Misfits Construction Company
	Signed By	
	Business Address	/ President
		Chicago, IL 60604
	Presiden	tJohn Thomas
	Secretary	y John Thomas
0 =	Treasure	n/a

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United Sates Department of Labor.

 Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME	Misfits Constru	ection Company		
ADDRESS 333 S	South Wabash Av	venue, Suite 2700		
CITY/STATE/ZIP CODE	Chicag	go, IL 60604		
NAME OF CORPORATE/COMP		John Thomas		
TITLE PLEASE TYPE OR PRINT CLEARLY				
AUTHORIZED OFFICIAL SIGN.	ATURE	7711		
DATE January 26, 202	22	Subscribed and Sworn to		
TELEPHONE (312) 420-5	041	Before me this 26th day		
FAX No. (206) 339-3613 of January , 20 22				
E-MAIL ADDRESS JohnTho	mas@misfitscon	struction.com Olygue		

Bid Number 21-59R

"OFFICIAL SEAL"

EDWIN VELAZQUEZ

Notary Public - State of Illinois

My Commission Expires March 05, 2025

Apprenticeship or Training Program Certification

Return with Bid

All	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:	
req all o bid app and	uires thother red ders's proved Traini	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, his contract to be awarded to the lowest responsive and responsible bidder. In addition to esponsibility factors, this contract or deliver and install proposal requires all bidders and all ubcontractors to disclose participation in apprenticeship or training programs that are by and registered with the United States Department of Labor's Bureau of Apprenticeship ng, and applicable to the work of the above indicated proposals or groups. Therefore, all e required to complete the following certification:	
	1.	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, Operators, and Carpenters	

VI.	Except for any work identified above, any bit part of the work of the contract or deliver an partners or members and not by employee wages would be required, check the followorkforce and positions of ownership.	id install p s to whor	proposal solely by individual owners, in the payment of prevailing rates of
	n/s	a	
	irements of this certification and disclosure		
bidder is a	r shall require this certification provision to be responsible for making a complete report and attegory that will be utilized on the project is a	d shall ma	ake certain that each type of work or d for and listed. The City of Aurora
Departme	a copy of each applicable Certificate of ent of Labor evidencing such participation actors be included with the bid in order to	on by the	e contractor and any or all of its
	Mi-Sta Country ation Commons		
Bidder:	Misfits Construction Company	By:	(Signature)
Address:	333 South Wabash Avenue, Suite 2700	Title: _	President
	Chicago, IL 60604		

STATE OF ILLINOIS)) ss. County of Kane			
BIDDER'S TAX CERTIFICATION			
(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and state made herein are made on behalf of the Bidder, that this despondent is authorized to mastatements 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 day of, 2022.			
(Signature of Bidder's Executing Officer)			
John Thomas			
(Print name of Bidder's Executing Officer)			
President			
(Title)			
By Witness Witness			
Subscribed and sworn to before me this 26th day of January, 2022. Notary Public			

(SEAL)

"OFFICIAL SEAL"
EDWIN VELAZQUEZ
Notary Public - State of Illinois
My Commission Expires March 05, 2025

McCoy Drive Pedestrian Bridge Repairs Bid Number 21-59R

REFERENCES FOR PAST SIMILAR PROJECTS

	REFERENCES FOR PAST SIMILAR PROJECTS		
(Please Type)			
Organization	Bloomingdale Park District		
Address	172 South Circle Avenue		
City, State, Zip	Bloomingdale, IL 60108		
Phone Number	(630) 529-3650		
Contact Person	Joe Potts		
Project Name/Location	Westlake Park Pedestrian Bridge Replacement Project		
Contract Value	\$ 64,490.00		
Project Year	2021		

Organization	Arlington Heights Park District		
Address	410 North Arlington Heights Road		
City, State, Zip	Arlington Heights, IL 60004		
Phone Number	(630) 632-5992		
Contact Person	Tyler Quattrocchi		
Project Name/Location	Pedestrian Bridge Replacement at Willow Park		
Contract Value	\$ 125,300.00		
Project Year 2020			

Organization	Tinley Park Park District		
Address	8125 West 171st Street		
City, State, Zip	Tinley Park, IL 60477		
Phone Number	(708) 342-4261		
Contact Person	Ryan Veldman, CPRP, CPO		
Project Name/Location	Retaining Wall / Fence Repair and Replace Project		
Contract Value	\$ 44,530.00		
Project Year	2020		
******	*****************************		
Bidder's Name	Misfits Construction Company		
Signature & Date			



Local Agency Proposal Bid Bond

				Route	Various	
		98-00-24-25-25		County	Kane	
		RETUR	N WITH BID	Local Agency	City of Aurora	
				Section		
/ 02.55=	i grana, iso seni		- PAPER BID BO		1 16 5315 - 11 0 1 0 0 0 0 1 1 1	
WE _	Misfits Co	enstruction Company			as PRINCII	PAL,
and	Atlantic S	pecialty Insurance Cor	npany		as SURETY	<i>(</i> ,
for the amou	nt specified in the dministrators, succ	proposal documents in effect cessors, and assigns, jointly	ct on the date of invita pay to the LA this sun	er referred to as "LA") in the penal tion for bids whichever is the lesse n under the conditions of this instru	r sum. We bind ourselves, our h iment.	eirs,
WHEREA acting throug	S THE CONDITION IT IS A STATE IN IT IN IT IS A STATE IN IT IN IT IN IT IN IT IN IT IN IT IS A STATE IN IT IN	ON OF THE FOREGOING On the hority for the construction of the cons	BLIGATION IS SUCH the work designated	I that, the said PRINCIPAL is submas the above section.	nitting a written proposal to the LA	A
shall within fi evidence of t	fteen (15) days aft he required insura	ter award enter into a formal ince coverage, all as provide	contract, furnish sure d in the "Standard Sp	ICIPAL by the LA for the above de- ty guaranteeing the faithful perforn ecifications for Road and Bridge C shall remain in full force and effect	nance of the work, and furnish construction" and applicable	PAL
preceding pa	ragraph, then the	rmines the PRINCIPAL has LA acting through its awardi attorney fees, and any othe	ing authority shall imm	ormal contract in compliance with a nediately be entitled to recover the v.	any requirements set forth in the full penal sum set out above,	
IN TESTII respective of			the said SURETY have Uary, 2022	e caused this instrument to be sigr	ned by their	
Micfite Co	nstruction Con	anony	Principa	l		
IVIISITIS CO		mpany Name)			N	
Dve.	(Cor	inpany Name)	. Des	(Com	pany Name)	
By:	Thomas	Signature and Title) Presider	By:	(Signat	ure and Title)	
	ITIOIIIay	ture of two or more central	II			
(II FKING	IFLE is a joint ven	ture or two or more contract		nes, and authorized signatures of e	ach contractor must be affixed.)	
Atlantic Si	pecialty Insura	nce Company	Surety	12 to		
Additio 0		me of Surety)	By:	In Sally	f Attornov in Fact	Tankla and
STATE OF IL	The second secon	ne or ourcey)		William Reidinger (Signature of	Attorney-in-ract)	5
COUNTY O						T
1	<u> </u>	Hina Azam	. a Notary Publ	lic in and for said county,	1 7 2	0
do hereby o	ertify that		Thomas & Willia		Commiss	<u> </u>
	1	(Insert names of individua	als signing on behalf of PRINCIPAL & S	URETY)	#
SURETY, ap	peared before me for the uses and p	this day in person and acknourposes therein set forth.	owledged respectively	subscribed to the foregoing instru y, that they signed and delivered sa	aid instruments as their free and	AZAM
	Given un	der my hand and notarial	seal this 26th	day of Jani	uary, 2022	77
My commis	sion expires _	04/23/2024		Hina Azam (Notary F	Public	2
			ELECTRONIC B		Public)	<u> </u>
The Princip an electroni the Principa venture of to contractor in	al may submit a ic bid bond ID coal and Surety are wo or more cont in the venture.)	n electronic bid bond, in lode and signing below, the firmly bound unto the Laractors, an electronic bid	checked by LA if e lieu of completing the Principal is ensur A under the condition	lectronic bid bond is allowed ne above section of the Proposing the identified electronic bid ans of the bid bond as shown a apany/Bidder name title and da	al Bid Bond Form. By providi bond has been executed and bove. (If PRINCIPAL is a joir	d
	tronic Bid Bond ID Co id Number 2	17.7		(Company/Bidder Name)		
	ia italiibei Z	1-0011	_			
				(Signature and Title)	Date	



Power of Attorney

Surety Bond No: Bid Bond

STATE OF MINNESOTA HENNEPIN COUNTY

Principal: Misfits Construction Company

Obligee: City of Aurora

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in -Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature Minnesota, does hereby constitute and appoint: ____ thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

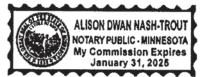
Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, 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.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me daily swom, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of January, 2022

Christopher V. Jerry, Secretary

-VL

cyberdriveillinois.com is now ilsos.gov



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	69350682
Entity Name	MISFITS CONSTRUCTION COMPANY
Status	
ACTIVE	

Entity Information				
Entity Type CORPORATION				
Type of Corp DOMESTIC BCA				
Incorporation Date (Domestic) Tuesday, 25 March 2014				
State ILLINOIS				
Duration Date PERPETUAL				

Agent Information

Name

JOHN P THOMAS

Address 333 S WABASH AVE STE 2700 CHICAGO , IL 60604

Change Date

Wednesday, 4 March 2020

Annual Report

Filing Date 00/00/0000

For Year 2022

Officers

President

Name & Address

JOHN THOMAS 333 SOUTH WABASHAVE STE 2700 CHICAGO IL 60604

Secretary

Name & Address

SAME AS ABOVE

Return to Search

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

This information was printed from www.ilsos.gov, the official website of the Illinois Secretary of State's Office.

Mon Jan 31 2022





Executive Director

Keith Vitale

January 19, 2022

Labor Trustees

James P. Connolly Martin Flanagan Joseph V. Healy Charles V. LoVerde III William Martin Misfits Construction Company 333 South Wabash Avenue, Suite 2700 Chicago, IL 60604

Management Trustees

Seth Gudeman Shane Higgins Joseph Koppers Robert G. Krug David Lorig William Vignocchi 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 Misfits Construction Company is indeed signatory to the Chicagoland Laborers District Council and contribute to the Laborers Training and Apprenticeship Fund and their active account is current.

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

Carol Stream Location
1200 Old Gary Avenue
Carol Stream J. 60188

Carol Stream IL 60188 (630) 653-0006

Chicago Location

5700 West Homer Street Chicago IL 60639 Sincerely,

John Retondo

Director of Apprenticeship







States Pepartment of A

Office of Apprenticeship Training, Fimplayer and Tahor Services **Aurean of Apprenticeship and Training**

Chicagoland Laborers, J.A.T.C.

Chicagoland Laborers' J.A.T.C. Carol Stream, Ilinois For the Trade - Construction Craft Laborer

Registered as part of the Xational Apprenticeship Program

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

April 12, 1999

Dale REVISED August 13, 2004

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Secretary of Babon

Administrator, Apparenticuship Training, Complayer and Babor Services