

Item L
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Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #:	RES 21-9	Name:	
Type:	Resolution	Status:	Consent Agenda
		In control:	President and Board of Trustees
On agenda:	2/1/2021	Final action:	
Title:	A Resolution Approving an Independent Contractor Agreement with Gino's Heating & Plumbing Inc. for Village Wide Emergency Water and Sewer Repair Services in 2021 in an Amount Not to Exceed \$40,000.00 and Authorizing its Execution		
Attachments:	<u>1. Resolution - Gino's - Emergency Water and Sewer Repair, 2. Independent Contractor Agreement - Gino's - Emergency Water and Sewer Repair, 3. Attachment - 2021 Emergency Water and Sewer Repair Bid Tab, 4. Attachment - Bid Documents - Gino's - 2021 Emergency Water and Sewer Repair</u>		

[History \(0\)](#) [Text](#)

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

LKS

Agenda Item Title

A Resolution Approving an Independent Contractor Agreement with Gino's Heating & Plumbing Inc. for Village Wide Emergency Water and Sewer Repair Services in 2021 in an Amount Not to Exceed \$40,000.00 and Authorizing its Execution

Overview

The Village contracts with plumbing contractors for emergency water and sewer repair work in the Village right of way. Work is assigned to contractors when the needed response exceeds our internal capacity in terms of personnel and or equipment. Multiple Agreements will be proposed to

ensure adequate coverage in an emergency situation including this agreement with Gino's Heating & Plumbing Inc.

Recommendation

Approve the Resolution

Fiscal Impact

The approved Fiscal Year 2021 budget provides a total of \$175,000.00 for Emergency Water and Sewer Repair Services in the Water and Sewer Fund, External Support, account no. 5040-43730-777-530667 (\$75,000.00 for Water) and 5040-43750-781-530667 (\$100,000.00 for Sewers).

A total of \$40,000.00 from these accounts is proposed to be awarded to Gino's Heating & Plumbing Inc. for these services. Agreements with two other contractors for \$40,000.00 each are proposed under other agenda items.

Background

The Public Works Department Water and Sewer Division typically make repairs to the water distribution and sewer collection systems with in-house staff. On occasions when in-house staff is unable to make repairs, for instance when crews are performing snow removal operations, lack the necessary equipment to perform such repairs, or multiple repairs are required simultaneously, an outside water and sewer contractor is called in to make the repair.

In December of 2020, Village Staff requested bids for Fiscal Year 2021 Water and Sewer Emergency Repair Services. Five contractors responded to the request and provided their rates. Staff recommends the Village enter into agreements with the lowest four bidders. The three low bidders will each receive agreements for \$40,000.00. The fourth low bidder will receive a contract for \$10,000.00. The work will be contracted on a job by job basis to make needed repairs. The contractor with the most favorable prices will be contacted first and if they are not available, the next contractor will be contacted. Work will be paid based on the rates provided in the bid.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Village Board approved funding for the program as part of the Fiscal Year 2021 budget and has approved emergency water and sewer repair contractor agreements annually.

Citizen Advisory Commission Action

N/A

Anticipated Future Actions/Commitments

It is anticipated that the Public Works Department will be bringing this agreement to the Village Board annually.

Intergovernmental Cooperation Opportunities

N/A

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Cerniglia Co.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$135.00	\$135.00	\$160.00	\$185.00
Operator	\$165.00	\$165.00	\$190.00	\$215.00
Foreman	\$165.00	\$165.00	\$190.00	\$215.00
Equipment Pricing per Hour				
Service Truck	\$25.00	\$25.00	\$25.00	\$25.00
Backhoe	\$75.00	\$75.00	\$75.00	\$75.00
Semi-Dump	\$25.00	\$25.00	\$25.00	\$25.00
Bobcat	\$35.00	\$35.00	\$35.00	\$35.00
End Loader	\$75.00	\$75.00	\$75.00	\$75.00
Trench Box	\$32.00	\$32.00	\$32.00	\$32.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$32.00
Pavement Restoration (per sq. ft.):	\$15.00
Disposal of Materials (per cu. yd.):	\$40.00

Contractor: Garces Contractors LLC

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$124.50	\$124.50	\$165.97	\$207.43
Operator	\$149.50	\$149.50	\$211.10	\$260.85
Foreman	\$129.50	\$129.50	\$172.63	\$215.76
Equipment Pricing per Hour				
Service Truck	\$30.50	\$30.50	\$30.50	\$30.50
Backhoe	\$84.50	\$84.50	\$84.50	\$84.50
Semi-Dump	\$130.00	\$130.00	\$130.00	\$130.00
Bobcat	\$49.50	\$49.50	\$49.50	\$49.50
End Loader	\$84.50	\$84.50	\$84.50	\$84.50
Trench Box	\$49.00	\$49.00	\$49.00	\$49.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$16.50
Pavement Restoration (per sq. ft.):	\$342.00
Disposal of Materials (per cu. yd.):	\$135.00

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Gino's Heating and Plumbing, Inc.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$97.00	\$97.00	\$130.00	\$174.00
Operator	\$120.00	\$120.00	\$162.00	\$216.00
Foreman	\$134.00	\$134.00	\$181.00	\$240.00
Equipment Pricing per Hour				
Service Truck	\$0.00	\$0.00	\$0.00	\$0.00
Backhoe	\$61.00	\$61.00	\$71.00	\$71.00
Semi-Dump	\$65.00	\$65.00	\$75.00	\$75.00
Bobcat	\$50.00	\$50.00	\$60.00	\$60.00
End Loader	\$78.00	\$78.00	\$88.00	\$88.00
Trench Box	\$31.00	\$31.00	\$41.00	\$41.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$112.00
Pavement Restoration (per sq. ft.):	\$12.00
Disposal of Materials (per cu. yd.):	\$33.00

Contractor: IHC Construction Companies, LLC

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$100.00	\$100.00	\$130.00	\$160.00
Operator	\$122.00	\$122.00	\$155.00	\$180.00
Foreman	\$110.00	\$110.00	\$142.00	\$176.00
Equipment Pricing per Hour				
Service Truck	\$20.00	\$20.00	\$20.00	\$20.00
Backhoe	\$55.00	\$55.00	\$55.00	\$55.00
Semi-Dump	\$120.00	\$120.00	\$154.00	\$154.00
Bobcat	\$30.00	\$30.00	\$30.00	\$30.00
End Loader	\$50.00	\$50.00	\$50.00	\$50.00
Trench Box	\$80.00	\$80.00	\$80.00	\$80.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$35.00
Pavement Restoration (per sq. ft.):	\$40.00
Disposal of Materials (per cu. yd.):	\$45.00

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Mauro Sewer Construction, Inc.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$122.00	\$132.00	\$198.00	\$275.00
Operator	\$146.00	\$156.00	\$234.00	\$325.00
Foreman	\$135.00	\$145.00	\$218.00	\$300.00
Equipment Pricing per Hour				
Service Truck	\$25.00	\$25.00	\$25.00	\$50.00
Backhoe	\$50.00	\$50.00	\$50.00	\$100.00
Semi-Dump	\$75.00	\$75.00	\$75.00	\$125.00
Bobcat	\$45.00	\$45.00	\$45.00	\$95.00
End Loader	\$55.00	\$55.00	\$55.00	\$105.00
Trench Box	\$35.00	\$35.00	\$35.00	\$85.00
Materials:				
CA7 Stone Backfill Installed (per cu. ft.):	\$69.00			
Pavement Restoration (per sq. ft.):	\$95.00			
Disposal of Materials (per cu. yd.):	\$60.00			

ORIGINAL

RES 21-9_L_02.01.21

RESOLUTION

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH GINO'S HEATING & PLUMBING INC. FOR VILLAGE WIDE EMERGENCY
WATER AND SEWER REPAIR SERVICES IN 2021 IN AN AMOUNT
NOT TO EXCEED \$40,000.00 AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") for Village Wide Emergency Water and Sewer Repair Services in 2021 with Gino's Heating & Plumbing Inc. in an amount not to exceed \$40,000.00 is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 1st day of February, 2021, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Buchanan	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla				✓

APPROVED this 1st day of February, 2021.

ATTEST



Anan Abu-Taleb, Village President



Vicki Scaman, Village Clerk



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on this 2 day of February, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Gino's Heating & Plumbing Inc., an Illinois Corporation (hereinafter referred to as the "Contractor").

WHEREAS, Contractor submitted a Bid dated December 17, 2020 a copy of which is attached hereto and incorporated herein by reference, to provide Village Wide Emergency Water and Sewer Repair Services (hereinafter referred to as the "Work") for the public ways in the Village (hereinafter referred to as the "Project") pursuant to the Village's Request for Bids dated December 2, 2020, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, it is the intent of the Village and Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$40,000.00 ("Contract Price"). The Contractor shall complete the Project in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good

and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract Documents ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete any or all portions of the Project pursuant to the Contract Documents in a timely fashion, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2021. The term of this Contract may be renewed in writing for two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations

under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

- i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

- i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each

subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

To the Contractor:

Gino Marincus
Gino's Heating & Plumbing Inc.
2840 S. 12th Ave
Broadview, Illinois 60155
Email: gmarincus@gmail.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount five thousand (\$5,000.00) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

18. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage

Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

26. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

27. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

28. STANDARD OF CARE

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

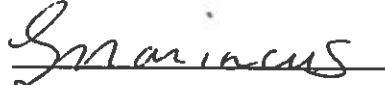
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

Date: 2/2, 2021

GINO'S HEATING & PLUMBING INC.


By:
Its:

Date: 2/5/, 2021

ATTEST


By: Vicki Scaman
Its: Village Clerk

Date: 2/2, 2021

ATTEST

By: _____
Its:

Date: _____, 2021

REVIEWED AND APPROVED
ASTORIA
FEB 6 2021

LAW DEPARTMENT

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Cerniglia Co.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$135.00	\$135.00	\$160.00	\$185.00
Operator	\$165.00	\$165.00	\$190.00	\$215.00
Foreman	\$165.00	\$165.00	\$190.00	\$215.00

Equipment Pricing per Hour

Service Truck	\$25.00	\$25.00	\$25.00	\$25.00
Backhoe	\$75.00	\$75.00	\$75.00	\$75.00
Semi-Dump	\$25.00	\$25.00	\$25.00	\$25.00
Bobcat	\$35.00	\$35.00	\$35.00	\$35.00
End Loader	\$75.00	\$75.00	\$75.00	\$75.00
Trench Box	\$32.00	\$32.00	\$32.00	\$32.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$32.00
Pavement Restoration (per sq. ft.):	\$15.00
Disposal of Materials (per cu. yd.):	\$40.00

Contractor: Garces Contractors LLC

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$124.50	\$124.50	\$165.97	\$207.43
Operator	\$149.50	\$149.50	\$211.10	\$260.85
Foreman	\$129.50	\$129.50	\$172.63	\$215.76

Equipment Pricing per Hour

Service Truck	\$30.50	\$30.50	\$30.50	\$30.50
Backhoe	\$84.50	\$84.50	\$84.50	\$84.50
Semi-Dump	\$130.00	\$130.00	\$130.00	\$130.00
Bobcat	\$49.50	\$49.50	\$49.50	\$49.50
End Loader	\$84.50	\$84.50	\$84.50	\$84.50
Trench Box	\$49.00	\$49.00	\$49.00	\$49.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$16.50
Pavement Restoration (per sq. ft.):	\$342.00
Disposal of Materials (per cu. yd.):	\$135.00

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Gino's Heating and Plumbing, Inc.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$97.00	\$97.00	\$130.00	\$174.00
Operator	\$120.00	\$120.00	\$162.00	\$216.00
Foreman	\$134.00	\$134.00	\$181.00	\$240.00

Equipment Pricing per Hour

Service Truck	\$0.00	\$0.00	\$0.00	\$0.00
Backhoe	\$61.00	\$61.00	\$71.00	\$71.00
Semi-Dump	\$65.00	\$65.00	\$75.00	\$75.00
Bobcat	\$50.00	\$50.00	\$60.00	\$60.00
End Loader	\$78.00	\$78.00	\$88.00	\$88.00
Trench Box	\$31.00	\$31.00	\$41.00	\$41.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$112.00
Pavement Restoration (per sq. ft.):	\$12.00
Disposal of Materials (per cu. yd.):	\$33.00

Contractor: IHC Construction Companies, LLC

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$100.00	\$100.00	\$130.00	\$160.00
Operator	\$122.00	\$122.00	\$155.00	\$180.00
Foreman	\$110.00	\$110.00	\$142.00	\$176.00

Equipment Pricing per Hour

Service Truck	\$20.00	\$20.00	\$20.00	\$20.00
Backhoe	\$55.00	\$55.00	\$55.00	\$55.00
Semi-Dump	\$120.00	\$120.00	\$154.00	\$154.00
Bobcat	\$30.00	\$30.00	\$30.00	\$30.00
End Loader	\$50.00	\$50.00	\$50.00	\$50.00
Trench Box	\$80.00	\$80.00	\$80.00	\$80.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$35.00
Pavement Restoration (per sq. ft.):	\$40.00
Disposal of Materials (per cu. yd.):	\$45.00

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Mauro Sewer Construction, Inc.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$122.00	\$132.00	\$198.00	\$275.00
Operator	\$146.00	\$156.00	\$234.00	\$325.00
Foreman	\$135.00	\$145.00	\$218.00	\$300.00
Equipment Pricing per Hour				
Service Truck	\$25.00	\$25.00	\$25.00	\$50.00
Backhoe	\$50.00	\$50.00	\$50.00	\$100.00
Semi-Dump	\$75.00	\$75.00	\$75.00	\$125.00
Bobcat	\$45.00	\$45.00	\$45.00	\$95.00
End Loader	\$55.00	\$55.00	\$55.00	\$105.00
Trench Box	\$35.00	\$35.00	\$35.00	\$85.00
Materials:				
CA7 Stone Backfill Installed (per cu. ft.):		\$69.00		
Pavement Restoration (per sq. ft.):		\$95.00		
Disposal of Materials (per cu. yd.):		\$60.00		



Search Cyberdriveillinois.com



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	67441125
Entity Name	GINO'S HEATING & PLUMBING INC.
Status	ACTIVE

Entity Information

Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Wednesday, 17 March 2010
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name	GINO MARINCUS
Address	2840 S 12TH AVE BROADVIEW, IL 60155
Change Date	Wednesday, 17 March 2010

Annual Report

Filing Date	Tuesday, 18 February 2020
For Year	2020

Officers

President Name & Address	GINO MARINCUS 2840 S 12TH AVE BROADVIEW 60155
Secretary Name & Address	NONE

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village of Oak Park 2021 Emergency Water and Sewer Repair Work and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2021 only. Fee proposals shall include any state and federal tax and employee salaries, benefits, and overhead; daily, weekly and monthly equipment fees for all major equipment owned by the Contractor available for use on project tasks. Contractor overhead and profit shall be included in labor and equipment rates provided.

The contractor will be contractually obligated to use the rates included in their proposal to generate the invoices for each individual task solicited.

Invoices will be structured with hourly estimates of equipment usage and labor and list of materials and associated pricing. The Contractor shall be entitled to a 15% markup on material costs not included in the fee schedule. Back-up documentation for costs shall be provided with all proposals.

Labor:	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evenings and Saturday Hours	Emergency Sunday and Holiday Hours
Laborer	\$ <u>97</u> /hr	\$ <u>97</u> /hr	\$ <u>130</u> /hr	\$ <u>174</u> /hr
Operator	\$ <u>120</u> /hr	\$ <u>120</u> /hr	\$ <u>162</u> /hr	\$ <u>216</u> /hr
Foreman	\$ <u>134</u> /hr	\$ <u>134</u> /hr	\$ <u>181</u> /hr	\$ <u>240</u> /hr

Equipment:

Service Truck	\$ <u>0</u> /hr	\$ <u>0</u> /hr	\$ <u>0</u> /hr	\$ <u>0</u> /hr
Backhoe	\$ <u>61</u> /hr	\$ <u>61</u> /hr	\$ <u>71</u> /hr	\$ <u>71</u> /hr
Semi-Dump	\$ <u>65</u> /hr	\$ <u>65</u> /hr	\$ <u>75</u> /hr	\$ <u>75</u> /hr
Bobcat	\$ <u>50</u> /hr	\$ <u>50</u> /hr	\$ <u>60</u> /hr	\$ <u>60</u> /hr
End Loader	\$ <u>78</u> /hr	\$ <u>78</u> /hr	\$ <u>88</u> /hr	\$ <u>88</u> /hr
Trench Box	\$ <u>31</u> /hr	\$ <u>31</u> /hr	\$ <u>41</u> /hr	\$ <u>41</u> /hr

BID FORM (Pricing Continued)

Materials:

CA6 Stone
Backfill Installed \$ 112 /cu . yd.

Pavement
Restoration \$ 12 /sq. ft.

Disposal of
Materials \$ 33 /cu . yd.

Gino Marincus

(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: December / 16th / 2020

Gino's Heating & Plumbing, Inc.

Organization Name (Seal - If Corporation)

By:

Gino Marincus

Authorized Signature

2840 S. 12th Ave, Broadview IL 60155

Address

(708) 681-2840 Office

Telephone

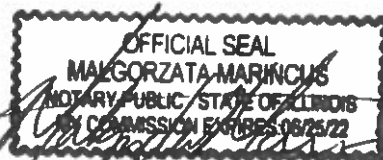
Subscribed and sworn to before me this 16 day of December 2020.

Margorzata Marincus

Notary Public

in the State of Illinois. My Commission

Expires on 06/25/2022



BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) **Corporation**

The bidder is a corporation, which operates under the legal name of

Gino's Heating & Plumbing, Inc. and is organized and existing under the laws of the State of
Illinois. The full names of its Officers are:

President Gino Marincus

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) **Partnership**

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is
registered with the office of _____ in the county of _____
_____.

(c) **Sole Proprietor**

The bidder is a Sole Proprietor whose full name is _____. If the
bidder is operating under a trade name,

said trade name is _____,

which name is registered with the office of _____

in the county of _____.

Signed: _____

Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

<u>MUNICIPALITY</u>	<u>Village of Broadview</u>
<u>ADDRESS</u>	<u>2350 S. 25TH AVENUE, BROADVIEW IL 60155</u>
<u>CONTACT</u>	<u>Matt Ames</u>
<u>PHONE</u>	<u>(708) 681-3602</u>
<u>WORK</u>	<u>Public Works Director</u>
<u>PERFORMED</u>	<u>Emergency Water & Sewer Repairs</u>

<u>MUNICIPALITY</u>	<u>Village of Oak Park</u>
<u>ADDRESS</u>	<u>123 MADISON STREET, OAK PARK IL 60302</u>
<u>CONTACT</u>	<u>Tom Folton</u>
<u>PHONE</u>	<u>(708) 358-5700</u>
<u>WORK</u>	<u>Water & Sewer Supervisor</u>
<u>PERFORMED</u>	<u>Emergency Water Service Repairs</u>

<u>MUNICIPALITY</u>	<u>THE VILLAGE OF BROADVIEW</u>
<u>ADDRESS</u>	<u>2350 S. 25TH AVENUE, BROADVIEW IL 60155</u>
<u>CONTACT</u>	<u>Dan Sullivan- Riley Construction</u>
<u>PHONE</u>	<u>(847) 257-3873</u>
<u>WORK</u>	<u>IL Project Supervisor</u>
<u>PERFORMED</u>	<u>SITE UTILITIES & PLUMBING FOR ADDITION</u>

<u>MUNICIPALITY</u>	<u>THE VILLAGE OF BROADVIEW</u>
<u>ADDRESS</u>	<u>2350 S. 25TH AVENUE, BROADVIEW IL 60155</u>
<u>CONTACT</u>	<u>Matt Ames</u>
<u>PHONE</u>	<u>(708) 681-3602</u>
<u>WORK</u>	<u>Public Works Director</u>
<u>PERFORMED</u>	<u>Water Service Repairs</u>

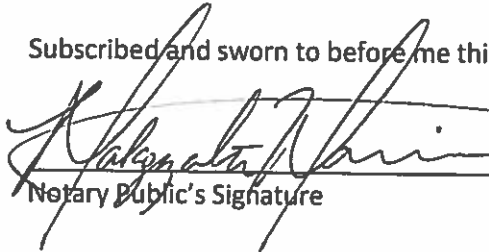
V
BIDDER CERTIFICATION

Gino Marincus as part of its Bid on an agreement for 2021 Village Wide Emergency Water and Sewer Repair Work for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Gino Marincus- President

(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 16 day of December, 2020.


Notary Public's Signature



VI
TAX COMPLIANCE AFFIDAVIT

Gino Marincus, being first duly sworn, deposes and says:

that he/she is President of
(partner, officer, owner, etc.)

Gino's Heating & Plumbing, Inc.
(bidder selected)

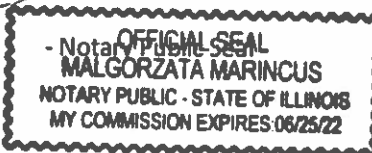
The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By: Gino Marincus
Its: President
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 10 day of December, 2020.

[Signature]
Notary Public's Signature



VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named Gino's Heating & Plumbing, Inc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its

Officers are:

President Gino Marincus



Secretary _____

Treasurer _____

Registered Agent Name and Address: Gino Marincus 2840 S. 12th Avenue, Broadview IL 60155

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

SECTION IX
COMPLIANCE AFFIDAVIT

1. GINO MARINCUS, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) president of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: G. Marincus

Name and address of Business: Gino's Heating & Plumbing, Inc.

Telephone (708) 681-2840 E-Mail gmarincus@gmail.com

Subscribed to and sworn before me this 16 day of December, 2020.

[Signature]
Notary Public



¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Gino's Heating & Plumbing, Inc .
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 4 Number of full-time employees *Can hire more if needed.
- 2 Number of part-time employees
4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

[Handwritten Signature]

Date: _____

[Handwritten Date: 12/10/2020]

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report.

Contractor Name GINO'S HEATING & PLUMBING, INC

Total Employees 10

Job Categories	Total Employees	Total Males	Total Females	Males					Females			Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	1		1									
Professionals	2	2										
Technicians												
Sales Workers												
Office & Clerical	1		1									
Semi-Skilled												
Laborers	2	2						1				
Service Workers												
TOTAL												
Management												
Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualification you from consideration.

GINO MARINCUS

, being first duly sworn, deposes and says that he/she is the PRESIDENT

(Title or Officer)

GINO'S HEATING & PLUMBING, INC and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon, subscribed and sworn to before me this 10 day of December, 2020

OFFICIAL SEAL

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/25/22

Addendum - 1

Village of Oak Park 2021 Emergency Water and Sewer Repair Work

Number: 21-106

Issuance Date: 12/2/2020

Please strike the language included in the section below and bid based in the language provided here. If you have any questions on this or any other issues, please contact Rob Sproule at rsproule@oak-park.us or 708.358.5740.

III GENERAL SPECIFICATIONS - Detail Specifications: 16. Pavement Restoration

~~Pavement Restoration shall be completed in accordance with the Village's Right of Way Restoration Standards. Standards can be found at: https://www.oak-park.us/sites/default/files/public-works/vop_restortation_complete_final.pdf~~

~~In the case of restoration of arterial roads, the contractor shall match the existing pavement cross section typically 10" pcc base course with steel dowels and rebar and 4-5" of hma (typical).~~

Pavement Restoration shall be completed in accordance with the Village's Right of Way Restoration Standards. Pavement Restorations shall follow the specifications outlined on page 11 of the document: **Temporary Patch**. Standards can be found at: https://www.oak-park.us/sites/default/files/public-works/vop_restortation_complete_final.pdf

Addendum - 2

Village of Oak Park 2021 Emergency Water and Sewer Repair Work

Number: 21-106

Issuance Date: 12/2/2020

Please strike the language included in the section below shown with strikethrough and bid based in the language provided here. If you have any questions on this or any other issues, please contact Rob Sproule at rsproule@oak-park.us or 708.358.5740.

III GENERAL SPECIFICATIONS – Responsibility of Contractor

Add to end: The Village will not require permits for work on the Village's right of way. The Contractor shall obtain permits for non-emergency work on IDOT's right of way for Harlem Avenue, Roosevelt Road, and North Avenue. Costs for obtaining IDOT permits and bonds shall be considered unforeseen conditions and costs shall be paid separately with a 15% markup allowed.

III GENERAL SPECIFICATIONS - Detail Specifications: 10. Spoils

~~Surplus excavated material shall be properly disposed of off-site at the agreed upon price.~~

Typically the bidder will be able to use the Village's receiving pit at the water pumping station located at the southeast corner of the Lake Street and Lombard Avenue intersection for dumping of excavated materials ("Spoils"). Should the receiving pit not be available for any reason, the bidder will need to properly dispose of the Spoils off-site. Costs submitted in the Bid Form shall be for Spoils which cannot be disposed of in the Village's receiving pit. The bidder shall assume Spoils meet CCDD requirements and the bidder will need to obtain pH testing and the Village Engineer or Assistant Village Engineer will provide LPC 662 certification forms, if appropriate. Spoils not meeting CCDD requirements shall be considered unforeseen conditions and costs for environmental services and disposal of materials shall be paid for separately according to the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction Article 109.04.

IV BID FORM (Pricing) – Materials:

~~CA6 Stone~~ CA7 Stone

Backfill Installed \$ 119 /cu . yd.

SECTION VIII
BID BOND

WE Gino's Heating & Plumbing, Inc

as PRINCIPAL, and PHILADELPHIA INDEMNITY INSURANCE COMPANY
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of One Thousand dollars (\$1,000.00), as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 17th day of
December A.D. 2020.

PRINCIPAL

Gino's Heating & Plumbing, Inc

(Company Name)

(Company Name)

By:

G. Vincas President
(Signature & Title)

By:

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

BID BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 2020.

Notary Public

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By:  Valerie Ann Aber
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

17th day of December, 2020.


Notary Public



Bond # BID BOND

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bella Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Valerie Ann Aber and Daniel Rusge, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of December, 20 20.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

02/11/2021

PRODUCER 630.582.2800 FAX 630.582.2803

Izzo Insurance Services
A division of Hull & Company
150 S. Bloomingdale Road
Bloomingdale, IL 60108-1494

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Travelers Casualty Ins Co/Amer

19046

INSURER B Travelers Prop Cas Co of Amer

25674

INSURER C Twin City Fire Ins. Co.

29459

INSURER D

INSURER E

INSURED Gino's Heating & Plumbing, Inc
2840 S. 12th Avenue
Broadview, IL 60155

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	6808A887481	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				
		☒ POLICY ☐ PRO-JECT ☐ LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
B		EXCESS / UMBRELLA LIABILITY	CUP1L210614	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 2,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 2,000,000
		☐ DEDUCTIBLE				\$
		☒ RETENTION \$ 5,000				\$
						\$
						\$
						\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	83WECZP8863	02/22/2021	02/22/2022	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N				E.L. EACH ACCIDENT \$ 500,000
		(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Where required by written contract, certificate holder is included as an additional insured to the general liability policy (per attached CG D2 46 04 19 form) only with respect to the liability created by the negligent acts, errors or omissions of the named insured herein (only subject to the terms and conditions in the named insured's standard contract).

CERTIFICATE HOLDER

CANCELLATION

Village of Oak Park
123 Madison St.
Oak Park, IL 60302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen Izzo/SOCKHA

Karen Izzo

ACORD 25 (2009/01)

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Western Surety Company

LICENSE AND PERMIT BOND

Village of Oak Park, Illinois

Effective Date February 26th, 2021

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65410412

That we, Gino's Heating & Plumbing, Inc of

BROADVIEW, State of Illinois, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Illinois, as Surety, are held and firmly bound unto the Village of Oak Park, State of Illinois, as Oblige, in the sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION of the above obligation is such, that whereas, the said Principal has been licensed as a General Contractor by the Oblige.

NOW THEREFORE, if the Principal shall faithfully observe and fully comply with the provisions of all applicable ordinances of the Village of Oak Park and shall indemnify and hold harmless the Village of Oak Park and any other person who may injured thereby against all and any loss, cost, damage or expense incurred directly or indirectly by reason of (1) failure of the Principal to observe any ordinance of the Village pertaining to General Contractor; 2) failure of Principal to observe all rules and regulations established under the authority of any ordinances of the Village pertaining to General Contractor; 3) negligence of the Principal or its employees performing or protecting any General Contractor; (4) failure of the Principal to correct or complete any error or omission which fails to comply with the applicable ordinances of the Village of Oak Park, then this obligation to be void; otherwise, to remain in full force and effect until February 26th, 2022, unless renewed by continuation certificate.

THIS BOND may be terminated at any time by the Surety upon sending notice in writing, by certified mail, to the Clerk of the Village of Oak Park and to the Principal, addressed to them at the addresses last known to the Surety, and at the expiration of Thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 26th day of February, 2021.



Gino's Heating & Plumbing, Inc Principal

Glorious Principal

WESTERN SURETY COMPANY

By Paul T. Bruff Paul T. Bruff, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One General Contractor Village of Oak Park

bond with bond number 65410412

for Gino's Heating & Plumbing, Inc

as Principal in the penalty amount not to exceed: \$ 5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 26th day of February, 2021.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 26th day of February, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

