

ORDINANCE NO. 2377-24

AN ORDINANCE AUTHORIZING THE CHIEF OPERATING OFFICER TO AWARD AND EXECUTE THE 2024 PAVEMENT PATCHING PROGRAM

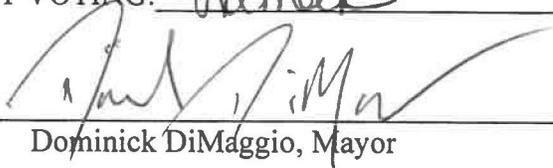
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to award the 2024 Pavement Patching Program to Chadwick Contracting Company and execute the Award Contract in an amount not to exceed \$75,000.00 attached hereto as Exhibit "A", and, by this reference made a part hereof.

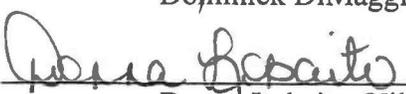
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on July 22, 2024:

AYES: Kaiser, McCarthy, Rychiek, Bayer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: None

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: July 22, 2024

APPROVED: July 22, 2024

**ADVERTISEMENT FOR BID
for
VILLAGE OF HAWTHORN WOODS
2024 PAVEMENT PATCHING PROGRAM**

Notice is hereby given that the Village of Hawthorn Woods is seeking bids for 2024 Pavement Patching Program, in accordance with specifications currently on file and which may be picked up in the Village Clerk's Office at the Village of Hawthorn Woods Village Hall, located at 2 Lagoon Drive, Hawthorn Woods, Illinois 60047 between 8:00 A.M. - 4:00 P.M. Monday through Friday. The scope of the project includes approximately 2500 square yards of 4-inch thick pavement patching.

Completed bids are due in the Village Clerk's office of the Hawthorn Woods Village Hall no later than 11:00 A.M. on Monday, July 15, 2024, at which time said bids will be opened and publicly read aloud. The Village of Hawthorn Woods reserves the right to reject any or all bids, to waive technicalities or to accept any bid which, in its judgment, will be in the best interest of the public. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bid may be withdrawn or cancelled after opening of bids for a period of thirty (30) days after the advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled or modified after having been accepted by the Village. Only bids responsive to the specifications will be considered. Please direct all questions to the Public Works Department at (847) 540-5223.

VILLAGE OF HAWTHORN WOODS

2024 PAVEMENT PATCHING PROGRAM

The Village of Hawthorn Woods invites contractors to submit bids for the work described in detail in the instructions and provisions attached.

Instructions for Bids

It is the intent of the Village of Hawthorn Woods to herein specify the requirements for the installation of approximately 2500 square yards of 4-inch thick pavement patching. Contractor shall furnish all necessary labor, material and equipment for the above mentioned.

Contractors shall utilize the Contractor's Cost Sheet enclosed to indicate the cost of the project.

The successful contractor shall execute a contract with the Village and provide a certificate of insurance naming the Village of Hawthorn Woods as additional insured.

The Village of Hawthorn Woods reserves the right to reject any or all bids, to waive any informalities in bidding, and to accept any bid which the Board of Trustees deems most favorable to the interest of the Village.

Bid Provisions and Contract Documents
To
Furnish all necessary labor, material, and equipment for
Village of Hawthorn Woods
2024 Pavement Patching Program

Bid due no later than: **July 15, 2024 at 11:00AM**

Return Bids (2 original copies) to: The Village of Hawthorn Woods
Village Hall
2 Lagoon Drive
Hawthorn Woods, IL 60047

Place Bids in a sealed, marked envelope with:

1. Bid **DUE DATE** and **TIME**
2. Title of the **PROJECT**
3. **NAME** and **ADDRESS** of the **COMPANY** submitting the bid

Bid Deposit: 5% of bid
Performance Bond: 100% of bid

PLEASE RETURN 2 ORIGINAL COPIES OF THE ENTIRE DOCUMENT

SPECIAL PROVISIONS (PAVING CONTRACT)

1. DESCRIPTION OF SCOPE OF PROJECT

The Village has multiple streets that require 4-inch pavement patching. The streets are primarily located in the Brierwoods Estates, Thornfield and Copperfield subdivisions, which includes Pheasant Run, Thornfield Lane, Mooregate Trail, Bixtone Path, Copperfield Drive, Gentry Drive and Wedgewood Drive.

2. PAVEMENT PATCHING, 4" thickness (per square yard)

- A. Minimum thickness of 4 inches w/ 1.75" surface course and 2.25" binder course**
- B. Class D patch**
- C. Patches are expected to be 5' in width or larger.**

Class D patching shall conform to Section 442.08 of IDOT's Standard Specifications for Bridge and Road Construction, adopted January 1, 2022.

The HMA shall be placed only when the temperature in the shade is at least 40 °F (5 °C), the forecast is for rising temperature, and the subgrade is not frozen. The HMA shall be placed in two or more lifts with the minimum compacted thickness according to Article 406.06(d). Each lift shall be compacted with a mechanical tamper, a vibrating tamper, or a self-propelled roller.

3. KEEPING ROAD OPEN TO TRAFFIC

The roads shall be kept open to traffic at all times.

4. INCIDENTAL TO CONTRACT

Saw cutting and removal and disposal of the existing pavement and bituminous surface is incidental to this contract. Traffic control is incidental to contract.

5. PREVAILING WAGES

Successful contractor must comply with the Village of Hawthorn Woods' Prevailing Wage Rate Ordinance, as required by law. A certified payroll shall be submitted with request for payment.

6. COMPLETION DATE

The project is expected to be awarded at the July 22, 2024 Village Board meeting and all aspects of the project must be complete by October 18, 2024.

7. BID SECURITY

Bidder herewith tenders a Cashier's Check, Certified Check, Bid Bond or cash for the sum of _____ dollars (\$ 51,000), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. CONTRACT BOND

Upon Award of Contract, the successful bidder shall post, with good and sufficient sureties, a bond, in a form approved by the Village, in the total amount of the Contract to ensure the Work will be completed, including payment of material used on the project, and all labor performed to complete the project.

9. CONTRACTOR'S INSURANCE SPECIFICATIONS

The successful bidder shall not commence work under the contract until he/she has obtained all insurance required herein, naming the Village as additional insured party, and such insurance has been approved by the Village.

The successful bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>	
<u>COMMERCIAL GENERAL LIABILITY</u>		
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE \$1,000,000	
2. Premises - Operations		
3. Explosion & Collapse Hazard		
4. Underground Hazard		
5. Products/Completed Operations Hazard		
6. Contractual Insurance - With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications		GENERAL AGGREGATE \$2,000,000
7. Broad Form Property Damage - construction projects only.		
8. Independent contractors		
9. Personal Injury		
<u>BUSINESS AUTOMOBILE LIABILITY OWNED, NON-OWNED, OR RENTED</u>	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000	
<u>WORKER'S COMPENSATION AND OCCUPATIONAL DISEASES</u>	AS REQUIRED BY APPLICABLE LAWS	
<u>EMPLOYER'S LIABILITY PER OCCURRENCE</u>	\$1,000,000	

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (ED. 11/85) with the Village and the named as additional insured; (2) Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed.

10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

In the event of accidents of any kind, the successful bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF HAWTHORN WOODS (the "Village")
2 Lagoon Drive
Hawthorn Woods, Illinois 60047

A. POLICY INFORMATION. — *See Attached*

1. Insurance Company
2. Policy Number
3. Policy Term (From) _____ (To) _____
4. Endorsement Effective Date
5. Named Insured
6. Address of Named Insured
7. Limit of Liability Any One Occurrence/
Aggregate \$ _____
8. Deductible or Self-Insured Retention (Nil unless
otherwise specified:) \$ _____

B. VERIFICATION OF COVERAGE.

The successful bidder shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village

reserves the right to request full certified copies of the insurance policies and endorsements, which shall be provided within thirty days of the request by the Village.

C. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

1. INSURED.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful bidder, (b) products and completed operations of the successful bidder, (c) premises owned, leased or used by the successful bidder, and (d) automobiles owned, leased, hired or borrowed by the successful bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

2. CONTRIBUTION NOT REQUIRED.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

4. SUBCONTRACTORS.
(ALL COVERAGES)

The successful bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Section.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

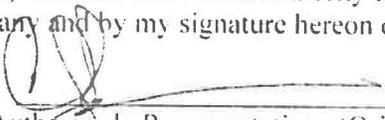
Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

6. **CANCELLATION NOTICE.**
(ALL COVERAGES)
The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.
7. **INDEMNITY/HOLD HARMLESS PROVISIONS.**
(ALL COVERAGES)
The insurance afforded by the policy shall include the "Indemnity/Hold Harmless" provisions set forth below.
8. **ACCEPTABILITY OF INSURERS.**
(ALL COVERAGES)
Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.
9. **ASSUMPTION OF LIABILITY.**
(ALL COVERAGES)
The successful bidder assumes liability for all injury to or death of any person or persons including employees of the successful bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in anyway arising out of any work performed pursuant to the contract.

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, Chad Johnson

(print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of: 

Authorized Representative (Original signature required on endorsement furnished to the Village).

ORGANIZATION: Chadwick Contracting

ADDRESS: 12 Prosper Ct, Lake in the Hills, IL 60156

TITLE: Pres

TELEPHONE: (847) 854-0044

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officers, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officers, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees, or subcontractors, or which may anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officers, agents, employees, and volunteers. The Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officers, agents, employees, and volunteers, in any such action, the Bidder shall, as its own expense, satisfy and discharge same.

The successful bidder expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the successful bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

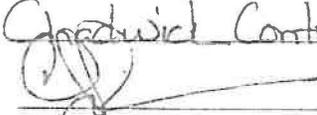
The successful bidder further agrees that to the extent that money is due the successful bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

CONTRACTOR'S COST SHEET

	Per square yard	Total
I. Pavement Patching, 4 inch thickness 2500 square yards	\$ <u>35-</u>	\$ <u>87,500 -</u>
	Total Cost	\$ <u>87,500 -</u>

CONTRACTOR INFORMATION:

Contractor's Name: Chadwick Contracting

Signature of Bidder: 

Printed Name: Chad Johnson

Contractor's Business Address: 12 Prosper Ct
Lake in the Hills, IL 60156

Contractor's Business Telephone: 847-854-0044

Contractor's Fax: 847-954-0110

Cellular: 8 224-234-4884

Email: scott@chadwickcontracting.com

INDEPENDENT CONTRACTOR AGREEMENT

For and in exchange of the mutual promises and agreements each given the other, the undersigned Independent Contractor and the Village of Hawthorn Woods hereby agree as follows:

- 1. Parties: Independent Contractor
[hereafter referred to as "Contractor"]

Name: Chadwick Contracting
Address: 12 Prosper Ct
Lake in the Hills, IL 60156
Telephone: 847-254-0044

Village of Hawthorn Woods
[hereafter referred to as "Village"]
2 Lagoon Drive
Hawthorn Woods, Illinois 60047
(847) 540-5223

3. Contractor shall at all times hold the Village harmless from any and all claims, causes of action or other liabilities related to the Contractor's activities, including reasonable attorneys fees and as requested, shall promptly provide Village with proof of insurance as, in the sole discretion of the Village, may be deemed appropriate in relation to the scope of work.

4. The Village for any reason or without reason may terminate the Agreement and Contractor for work and material to the date of termination.

Entered the 15 day of July, 2024.

Independent Contractor:

Chadwick Contracting
[Name]
By: [Signature]
Chad Johnson - Pres.

Village of Hawthorn Woods:
By: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VIP Risk Solutions, Inc. 444 S. Rand Road Suite 310 Lake Zurich IL 60047	CONTACT NAME Brian Hollamon PHONE (A/C No. Ext) (847) 796-7475 E-MAIL ADDRESS brian.hollamon@viprsi.com	FAX (A/C No.) 847-796-7555
	INSURER(S) AFFORDING COVERAGE	
INSURED Chadwick Contracting Company 12 Prosper Court Lake in the Hills IL 60156	INSURER A The Phoenix Insurance Company	25623
	INSURER B St. Paul Protective Insurance Company	19224
	INSURER C Travelers Prop. Casualty Co. of America	25674
	INSURER D Travelers Casualty Ins. Co. of America	19046
	INSURER E Westchester Surplus Lines Ins. Co.	10172

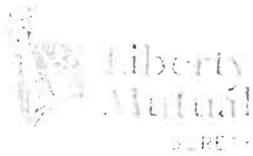
COVERAGES CERTIFICATE NUMBER: CL2312501000 REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> A&U Coverage Included			07-20-48361-1 PHX 23	12/18/2023	12/18/2024	EACH OCCURRENCE DAMAGE TO RENTED AUTOMOBILES (if applicable) MULTIPLE Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS COMPLETION LIMITS
	GEN. AGGREGATE LIMITS PER POLICY <input checked="" type="checkbox"/> 10,000,000 <input type="checkbox"/> 5,000,000 <input type="checkbox"/> 1,000,000						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> PERSONAL AUTO <input type="checkbox"/> HOMEOWNERS <input checked="" type="checkbox"/> UMBRELLA			810-4X7410A 23-26-0	12/18/2023	12/18/2024	COMBINED SINGLE LIMIT (if applicable) BODILY INJURY (Personal) BODILY INJURY (Other) PROPERTY DAMAGE (if applicable)
	<input checked="" type="checkbox"/> UMBRELLA LIABILITY <input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> PERSONAL AUTO <input type="checkbox"/> HOMEOWNERS			00P-4XB1945 23-26	12/18/2023	12/18/2024	EACH OCCURRENCE AGGREGATE
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> CONTRACTORS POLLUTION LIABILITY			0B-4X13689-23-26-0	12/18/2023	12/18/2024	<input checked="" type="checkbox"/> EACH ACCIDENT <input type="checkbox"/> DISEASE - EMPLOYEES <input type="checkbox"/> DISEASE - POLICYMAKER
	<input type="checkbox"/> CONTRACTORS POLLUTION LIABILITY <input type="checkbox"/> HOMEOWNERS <input type="checkbox"/> PERSONAL AUTO			07B10451 064	12/18/2023	12/18/2024	EACH OCCURRENCE LIMITS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER SAMPLE COI for Bidding Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brian Hollamon

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Chadwick Contracting Company
12 Prosper Court
Lake in the Hills, IL 60156

SURETY:

(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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

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

OWNER:

(Name, legal status and address)
The Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location, address, and Project number, if any)
2024 Pavement Patching Program

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

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

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

Signed and sealed this 15th day of July, 2024.

Judy Mergde

Judy Mergde
Contractor

Chadwick Contracting Company

[Signature]

President

(Seal)

Liberty Mutual Insurance Company

(Surety)

William Brian Hollamon

Attorney-in-Fact



ACKNOWLEDGMENT BY SURETY

STATE OF Illinois
County of McHENRY } ss.

On this 15th day of July, 2024, before me personally
appeared William Brian Hollamon, known to me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.

Judy Mergele
Notary Public in the State of Illinois
County of McHENRY





This Power of Attorney limits the acts of those named herein and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8208996-985183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (hereinafter collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint William...

all of the city of Lake Zurich state of Ill each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in pursuance of these presents, and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or officers of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 10th day of November, 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, read to me the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: [Signature]
Loretta Pastorella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12: Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section b. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to execute, in attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

Resolved, Lawfully attested, signed, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of July, 2021.



By: [Signature]
Richard C. Dowd, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquires, please call 610-832-8240 or email HOSUR@libertymutual.com