



# Agenda Item Executive Summary

Item Name    2023 Various Streets Resurfacing Project    Committee or Board    Board

## BUDGET IMPACT

Amount:    \$743,233.35    Budgeted    \$1,200,000.00  
List what fund    MFT Fund

## EXECUTIVE SUMMARY

On June 22, 2023, a notice to bidders was published in the IDOT Contractor's Bulletin and on the Village website soliciting bids for the "2023 Various Streets Resurfacing Project".

The bid opening was held on July 5<sup>th</sup> and the Village received six (6) bid proposals by prospective bidders, all of which qualified for review. A bid tabulation sheet is attached for reference.

The bids ranged from \$743,233.35 to \$913,524.90 with Schroeder Asphalt Services, Inc. being the lowest bidder. Schroeder Asphalt Services, Inc. is a well know paving contractor in the Chicagoland Suburbs and has satisfactorily completed resurfacing projects for the Village in the past.

## RECOMMENDATION

Staff recommends awarding the contract to Schroeder Asphalt Services, Inc. for the 2023 Various Streets Resurfacing Project.

## ATTACHMENTS (PLEASE LIST)

Memo  
Bid Tab  
Resolution  
LPA Formal Contract  
Contract Bond

## ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **MOVE TO APPROVE RESOLUTION # 2023-\_\_\_\_-R, A RESOLUTION APPROVING OF THE 2023 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.**

Staff:    Nick Talarico, Civil Engineer

Date:    7/10/23

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talarico, Civil Engineer  
**Subject:** **2023 Various Streets Resurfacing Project**  
**Date:** July 10, 2023

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On June 22, 2023, a notice to bidders was published in the IDOT Contractor's Bulletin and on the Village website soliciting bids for the "2023 Various Streets Resurfacing Project".

The work consists of asphalt surface removal, pavement patching, asphalt binder and surface courses, drainage structure adjustments, the removal and replacement of sidewalk/curb & gutter, pavement marking, and landscape restoration.

The bid opening was held on July 5th and the Village received six (6) bid proposals by prospective bidders, all of which qualified for review. A bid tabulation sheet is attached for reference.

The bids ranged from \$743,233.35 to \$913,524.90 with Schroeder Asphalt Services, Inc. being the lowest bidder. Schroeder Asphalt Services, Inc. is a well know paving contractor in the Chicagoland Suburbs and has satisfactorily completed resurfacing projects for the Village in the past.

## **RECOMMENDATION**

Staff recommends awarding the contract to Schroeder Asphalt Services, Inc. for the 2023 Various Streets Resurfacing Project.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION # 2023-\_\_\_\_-R, A RESOLUTION APPROVING OF THE 2023 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.**



VILLAGE OF BARTLETT

2023 Various Streets Resurfacing Project  
 BID TABULATION  
 Bid Opening: July 5, 10:00 AM

Item No.	Code No.	Items	Unit	Quantity	Schroeder Asphalt Services, Inc.		A Lamp Concrete Contractors, Inc.		Arrow Road Construction Co.		Pile Construction, Inc.		J.A. Johnson Paving Co.		Brothers Asphalt Paving, Inc.	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	20101400	NITROGEN FERTILIZER NUTRIENT	LB	7	\$20.00	\$140.00	\$1.00	\$7.00	\$5.00	\$35.00	\$100.00	\$700.00	\$10.00	\$70.00	\$5.50	\$38.50
2	20101600	POTASSIUM FERTILIZER NUTRIENT	LB	7	\$20.00	\$140.00	\$1.00	\$7.00	\$5.00	\$35.00	\$100.00	\$700.00	\$10.00	\$70.00	\$5.50	\$38.50
3	20200100	EARTH EXCAVATION	CY	30	\$30.00	\$900.00	\$40.00	\$1,200.00	\$60.00	\$1,800.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00	\$100.00	\$3,000.00
4	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	30	\$50.00	\$1,500.00	\$40.00	\$1,200.00	\$60.00	\$1,800.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00	\$100.00	\$3,000.00
5	21101615	TOPSOIL FURNISH AND PLACE, 4"	SF	400	\$13.00	\$5,200.00	\$6.00	\$2,400.00	\$11.00	\$4,400.00	\$9.00	\$3,600.00	\$7.50	\$3,000.00	\$12.10	\$4,840.00
6	25000210	SEEDING, CLASS 2A	ACRE	0.1	\$18,200.00	\$1,820.00	\$10,000.00	\$1,000.00	\$12,000.00	\$1,200.00	\$3,500.00	\$350.00	\$450.00	\$4,500.00	\$13,200.00	\$1,320.00
7	28000250	TEMPORARY EROSION CONTROL SEEDING	LB	5	\$33.00	\$165.00	\$5.00	\$25.00	\$40.00	\$200.00	\$40.00	\$200.00	\$15.00	\$75.00	\$44.00	\$220.00
8	28000500	INLET AND PIPE PROTECTION	EA	2	\$200.00	\$400.00	\$30.00	\$150.00	\$180.00	\$360.00	\$190.00	\$380.00	\$190.00	\$380.00	\$209.00	\$418.00
9	28000510	INLET FILTERS	EA	65	\$185.00	\$12,025.00	\$15.00	\$975.00	\$180.00	\$11,700.00	\$440.00	\$28,600.00	\$190.00	\$11,700.00	\$198.00	\$12,870.00
10	28001100	TEMPORARY EROSION CONTROL BLANKET	SF	400	\$3.50	\$1,400.00	\$1.00	\$400.00	\$3.00	\$1,200.00	\$3.00	\$1,200.00	\$3.00	\$1,200.00	\$3.30	\$1,320.00
11	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SF	139	\$11.50	\$1,598.50	\$7.00	\$973.00	\$7.00	\$973.00	\$8.00	\$1,112.00	\$14.00	\$1,946.00	\$10.00	\$1,390.00
12	40600200	BITUMINOUS MATERIALS (TACK COAT)	LB	21225	\$0.01	\$212.25	\$0.01	\$212.25	\$0.01	\$212.25	\$0.01	\$212.25	\$0.01	\$212.25	\$0.40	\$8,490.00
13	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SF	50	\$8.00	\$400.00	\$20.00	\$1,000.00	\$5.55	\$277.50	\$7.50	\$375.00	\$1.00	\$50.00	\$10.00	\$500.00
14	40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	1340	\$106.00	\$142,040.00	\$107.00	\$159,460.00	\$108.00	\$144,720.00	\$110.00	\$147,400.00	\$105.00	\$140,700.00	\$120.00	\$168,000.00
15	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2650	\$83.50	\$221,275.00	\$89.00	\$235,850.00	\$91.75	\$242,137.50	\$84.00	\$222,600.00	\$83.50	\$221,275.00	\$100.00	\$265,000.00
16	42001300	PROTECTIVE COAT	SF	860	\$0.01	\$8.60	\$0.01	\$8.60	\$3.50	\$3,010.00	\$1.00	\$860.00	\$2.00	\$1,720.00	\$0.01	\$8.60
17	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SF	25	\$105.00	\$2,625.00	\$107.00	\$2,675.00	\$89.00	\$2,225.00	\$12.00	\$42,000.00	\$12.50	\$43,750.00	\$165.00	\$4,125.00
18	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SF	3500	\$11.50	\$40,250.00	\$9.75	\$34,125.00	\$9.80	\$34,300.00	\$12.00	\$42,000.00	\$12.50	\$43,750.00	\$13.20	\$46,200.00
19	42400800	DETECTABLE WARNINGS	SF	440	\$22.00	\$9,680.00	\$25.00	\$11,000.00	\$32.00	\$14,080.00	\$30.00	\$13,200.00	\$40.00	\$17,600.00	\$44.00	\$19,360.00
20	44000100	PAVEMENT REMOVAL	SF	100	\$22.00	\$2,200.00	\$15.50	\$1,550.00	\$35.00	\$3,500.00	\$20.00	\$2,000.00	\$27.00	\$2,700.00	\$24.20	\$2,420.00
21	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SF	31450	\$1.70	\$5,346.50	\$1.95	\$6,137.50	\$2.35	\$7,387.50	\$2.65	\$8,334.25	\$2.25	\$7,062.50	\$2.75	\$8,647.50
22	44000200	DRIVEWAY PAVEMENT REMOVAL	SF	650	\$22.00	\$14,300.00	\$13.50	\$8,775.00	\$15.00	\$9,750.00	\$20.00	\$13,000.00	\$12.00	\$7,800.00	\$22.00	\$14,300.00
23	44000500	COMBINATION CURB AND GUTTER REMOVAL	FT	1200	\$9.40	\$11,280.00	\$6.50	\$7,800.00	\$4.00	\$4,800.00	\$7.50	\$9,000.00	\$11.00	\$13,200.00	\$6.60	\$7,920.00
24	44000600	SIDEWALK REMOVAL	SF	3500	\$1.25	\$4,375.00	\$1.80	\$6,300.00	\$2.50	\$8,750.00	\$2.00	\$7,000.00	\$8.50	\$29,750.00	\$1.65	\$5,775.00
25	60608562	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12	FT	1200	\$38.75	\$46,500.00	\$33.00	\$39,600.00	\$42.00	\$50,400.00	\$45.00	\$54,000.00	\$41.00	\$49,200.00	\$49.50	\$59,400.00
26	70107025	CHANGEABLE MESSAGE SIGN	CAL DAY	80	\$70.00	\$5,600.00	\$1.00	\$80.00	\$30.00	\$2,400.00	\$30.00	\$2,400.00	\$30.00	\$2,400.00	\$33.00	\$2,640.00
27	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	250	\$30.00	\$7,500.00	\$2.00	\$500.00	\$3.00	\$750.00	\$2.70	\$675.00	\$3.00	\$750.00	\$3.30	\$825.00
28	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	610	\$5.00	\$3,050.00	\$4.00	\$2,440.00	\$6.00	\$3,660.00	\$4.45	\$2,714.50	\$6.00	\$3,660.00	\$6.60	\$4,026.00
29	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	50	\$10.50	\$525.00	\$8.00	\$400.00	\$18.00	\$900.00	\$9.00	\$450.00	\$18.00	\$900.00	\$19.80	\$990.00
30	X0326806	WASHOUT BASIN	L SUM	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00
31	X0327611	REMOVE AND REINSTALL BRICK PAVEMENT	SF	20	\$35.00	\$700.00	\$40.00	\$800.00	\$50.00	\$1,000.00	\$25.00	\$500.00	\$60.00	\$1,200.00	\$33.00	\$660.00
32	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EA	10	\$1,200.00	\$12,000.00	\$900.00	\$9,000.00	\$2,125.00	\$21,250.00	\$2,200.00	\$22,000.00	\$2,000.00	\$20,000.00	\$2,337.50	\$23,375.00
33	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$49,800.00	\$49,800.00	\$112,700.00	\$112,700.00	\$75,980.00	\$75,980.00	\$52,400.00	\$52,400.00	\$73,363.25	\$73,363.25	\$13,950.00	\$13,950.00
34	Z0004514	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SF	675	\$37.00	\$24,975.00	\$28.00	\$18,900.00	\$71.50	\$48,282.50	\$60.00	\$40,500.00	\$42.00	\$28,350.00	\$70.00	\$47,250.00
35	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$6,995.00	\$6,995.00	\$7,000.00	\$7,000.00	\$6,995.00	\$6,995.00	\$7,695.00	\$7,695.00
36	Z0030850	TEMPORARY INFORMATION SIGNING	SF	104	\$18.50	\$1,824.00	\$10.00	\$1,040.00	\$12.00	\$1,248.00	\$12.00	\$1,248.00	\$12.00	\$1,248.00	\$13.20	\$1,372.80
37		CLASS D PATCHES, 4 INCH	SF	2400	\$20.00	\$48,000.00	\$10.00	\$24,000.00	\$15.00	\$36,000.00	\$20.00	\$48,000.00	\$25.00	\$60,000.00	\$40.00	\$96,000.00
					AS READ TOTAL		\$743,233.35		\$807,563.25		\$818,196.25		\$827,827.00		\$913,524.90	
					<b>TOTAL</b>		<b>\$743,233.35</b>		<b>\$807,563.25</b>		<b>\$818,196.25</b>		<b>\$827,827.00</b>		<b>\$913,524.90</b>	

**RESOLUTION 2023- \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE 2023 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** 2023 Various Streets Resurfacing Project Agreement dated July 18, 2023, between the Village of Bartlett and Schroeder Asphalt Services, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 18, 2023

APPROVED: July 18, 2023

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk

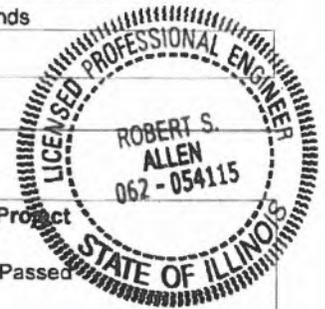


Contractor's Name Schroeder Asphalt Services, Inc.			
Contractor's Address PO Box 831	City Huntley	State IL	Zip Code 60142

STATE OF ILLINOIS

Local Public Agency Village of Bartlett	County Cook	Section Number 23-00000-01-GM
Street Name/Road Name 2023 Various Streets	Type of Funds MFT	

CONTRACT BOND (when required)



**For a County and Road District Project**

Submitted/Approved  
Highway Commissioner Signature & Date

Submitted/Approved  
County Engineer/Superintendent of Highways Signature & Date

**For a Municipal Project**

Submitted/Approved/Passed

Signature & Date  
*Robert S. Allen*      7/10/23

Official Title  
Village Engineer

**Department of Transportation**

Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Bartlett	2023 Various Streets	Cook	23-00000-01-GM

1. THIS AGREEMENT, made and concluded the 6th day of July 2023 between the Village of Bartlett, known as the party of the first part, and Schroeder Asphalt Services, Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 23-00000-01-GM in Village of Bartlett, approved by the Illinois Department of Transportation on 06/14/23, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett  
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date  
 By:

(If a Corporation)

Corporate Name  
Schroeder Asphalt Services, Inc.

President, Party of the Second Part Signature & Date  
 By: [Signature] 7/7/23

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part  
 By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of  
 Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:  
 Secretary Signature & Date  
[Signature] 7/7/23

(SEAL, if required by the LPA)





Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Bartlett	Cook	2023 Various Streets	23-00000-01-GM

Bond information to be returned to Local Public Agency at 228 S. Main Street, Bartlett, IL 60103  
Complete Address

We, Schroeder Asphalt Services, Inc., PO Box 831, Huntley, IL 60142  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

Hudson Insurance Company, 100 William Street, New York, NY 10038  
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of  
Seven Hundred Forty Three Thousand Two Hundred Thirty Three and 35/100

Dollars ( \$743,233.35 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,  
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 6th day of July, 2023  
Month and Year

PRINCIPAL

Company Name  
Schroeder Asphalt Services, Inc.

Company Name  
\_\_\_\_\_

By  
Signature & Date  
 7/6/2023

By  
Signature & Date  
\_\_\_\_\_

Attest  
Signature & Date  
 7/6/2023

Attest  
Signature & Date  
\_\_\_\_\_

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL  
COUNTY OF Dekalb

I, Rachael McDow, a Notary Public in and for said county, do hereby certify that  
Notary Name

Ronald Schroeder & Jennifer Griebel  
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of July, 2023  
Day Month, Year



Notary Public Signature & Date  
Rachael W 7/6/2023

Date commission expires 11/04/2026

**SURETY**

Name of Surety  
Hudson Insurance Company

By: James I. Moore  
Title: Attorney-in-Fact

STATE OF IL  
COUNTY OF DuPage

I, Graciela Hale, a Notary Public in and for said county, do hereby certify that  
Notary Name

James I. Moore

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of July, 2023  
Day Month, Year



Notary Public Signature & Date  
Graciela Hale 7/6/2023

Date commission expires 12/20/2025

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date  
[Signature Box]

[Signature Box] Clerk  
Local Public Agency Type

Awarding Authority  
[Signature Box]

Awarding Authority Signature & Date  
[Signature Box]



**HUDSON**  
INSURANCE GROUP

Bond Number: HGMW-238-1969

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**James I. Moore**  
of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



seal)

Attest: Dina Daskalakis  
**Dina Daskalakis No. 01MU6067553**  
Corporate Secretary

**HUDSON INSURANCE COMPANY**

By: Michael P. Cifone  
**Michael P. Cifone**  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy  
**ANN M. MURPHY**  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2025

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 6th day of July, 2023.



seal)

By: Dina Daskalakis  
**Dina Daskalakis, Corporate Secretary**