

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-21-47 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR THE FY 2022 PAVEMENT PATCHING PROGRAM IN AN AMOUNT NOT TO EXCEED \$96,675** Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 19<sup>th</sup> day of August, 2021.



A handwritten signature in cursive script, reading "Lynn Curiale".

Lynn Curiale, City Clerk

Resolution #R-21-47

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR THE FY  
2022 PAVEMENT PATCHING PROGRAM IN AN AMOUNT NOT TO EXCEED  
\$96,675**

Passed: August 19, 2021  
Published in Pamphlet Form: August 20, 2021

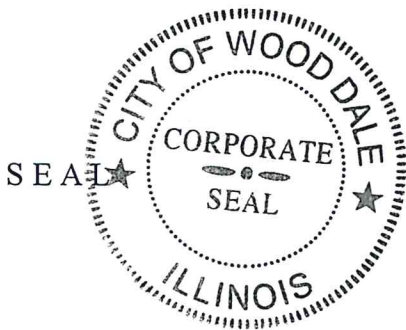
I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the  
attached Resolution is a true and correct copy of #R-21-47

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR THE FY  
2022 PAVEMENT PATCHING PROGRAM IN AN AMOUNT NOT TO EXCEED  
\$96,675**

Passed and approved by the City Council of the City of Wood Dale on August 19, 2021  
and hereby published in pamphlet on August 20, 2021.



Lynn Curiale, City Clerk



RESOLUTION NO. R-21-47

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR THE FY 2022 PAVEMENT PATCHING PROGRAM IN AN AMOUNT NOT TO EXCEED \$96,675**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the **SCHROEDER ASPHALT SERVICES, INC.** for the **FY 2022 PAVEMENT PATCHING PROGRAM**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of **SCHROEDER ASPHALT SERVICES, INC.**, the Mayor and the City Council find **SCHROEDER ASPHALT SERVICES, INC.** is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 19<sup>TH</sup> day of August, 2021.

AYES: 8

NAYS: 0

ABSENT: 0

APPROVED this 19<sup>TH</sup> day of August, 2021.

SIGNED: *Annunziato Pulice*  
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*  
Lynn Curiale, City Clerk

**CONTRACT**  
2021 Pavement Patching Program

This CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter "City"), and Schroeder Asphalt Services, Inc., an Illinois corporation (hereinafter "Contractor");

**RECITALS**

WHEREAS, the City desires to engage the Contractor to provide (hereinafter "Work"), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

**I. SCOPE OF SERVICES**

The Scope of Services shall be as set forth in the "Notice to Bidders", "Instructions to Bidders", "Special Instructions", "Technical Specifications", "General Requirements", "Specifications", and "Special Provisions" prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

**II. PERFORMANCE OF WORK**

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

**III. PAYMENT TO THE CONTRACTOR**

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department

of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

**IV. NO CO-PARTNERSHIP OR AGENCY**

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

**V. CONTRACT DOCUMENTS**

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

**VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY**

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City.

**VII. SEVERABILITY**

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

**VIII. HEADINGS**

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**IX. MODIFICATION OR AMENDMENT**

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

**XX. APPLICABLE LAW**

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18<sup>th</sup> Judicial Circuit Court of DuPage County, State of Illinois.

**XXI. NEWS RELEASES**

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

**XXII. COOPERATION WITH OTHER CONTRACTORS**

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

**XXIII. NOTICES**

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys  
City Manager  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

With a copy to:

Lynn Curiale  
City Clerk  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST:

Lynn Curiale  
City Clerk

CONTRACTOR:

By Gaua Shrub  
Its President

ATTEST:

By \_\_\_\_\_

## RETURN WITH BID

Submitted By: Brent Schroeder

Company Name: Schroeder Asphalt Services, Inc.

Contact Person: Brent Schroeder

Address: P.O. Box 831

City, State, Zip: Huntley, IL 60142

Telephone: 815-923-4380

Fax: 815-923-4389

### **CITY OF WOOD DALE DUPAGE COUNTY, ILLINOIS**

#### **NOTICE TO CONTRACTORS CONTRACT DOCUMENTS SPECIFICATIONS**

FOR

#### **CITY OF WOOD DALE – 2021 PAVEMENT PATCHING PROGRAM July 20, 2021**

Annunziato Pulice, Mayor

Lynn Curiale City Clerk

#### Prepared By:

City of Wood Dale, Public Works  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191



**RETURN WITH BID**

**CITY OF WOOD DALE  
2021 PAVEMENT PATCHING PROGRAM**

**-PROPOSAL-**

Honorable Mayor and City Council  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Ladies and Gentlemen:


The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: Schroeder Asphalt Services, Inc.

Address: P.O. Box 831

City, State, Zip: Huntley, IL 60142

Signed:  Date: 8/4/2021

Title: Ronald Schroeder, President

**\*\*Continued on next page\*\***

# RETURN WITH BID

## BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the 2020 Pavement Patching Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

### 2020 PAVEMENT PATCHING AND CRACK SEALING PROGRAM

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	PAVEMENT PATCHING- REMOVAL AND REPLACEMENT CLASS D TYPE IV (3IN)	3,900	SY	\$ 23.25	\$ 90,675.00
2.	IDOT PATCHING	50	SY	\$ 120.00	\$ 6,000.00
<b>TOTAL:</b>					\$ 96,675.00

## RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$ Five Percent Bid Bond (5%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. 1, dated 7/29/21

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

## RETURN WITH BID

The undersigned further agrees to begin work within ten (10) working days after the execution and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such

manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness our Hand(s) and Seal this 4th day of August, 2021.  
my/our

If an individual, sign \_\_\_\_\_  
and give address. Address \_\_\_\_\_

If partnership, sign all individual names and give address of each partner. \_\_\_\_\_  
Partnership Name

Name and address of individual partners. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

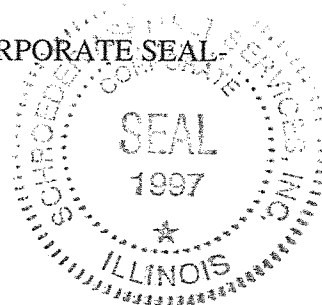
If corporation, officers duly authorized should sign, attach corporate seal. \_\_\_\_\_  
Schroeder Asphalt Services, Inc.

Corporate Name  
ATTEST: Ronald Schroeder /Ronald Schroeder  
/President

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

By: Grace A. Foss Grace Foss  
Secretary

-CORPORATE SEAL-



**CITY OF WOOD DALE  
2020 PAVEMENT PATCHING AND CRACK SEALING PROGRAM**

# RETURN WITH BID

## CITY OF WOOD DALE 2021 PAVEMENT PATCHING PROGRAM

### -DISCLOSURE OF BENEFICIARIES-

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: Schroeder Asphalt Services, Inc,  
Name  
P.O. Box 831, Huntley, IL 60142  
Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services. or miscellaneous (explain miscellaneous):

License Permit Approval for Services  
\_\_\_\_\_

3. Nature of Applicant: (Please check one)

- a. Natural Person: \_\_\_\_\_
- b. Corporation: X
- c. Land Trust/Trustee: \_\_\_\_\_
- d. Trust/Trustee: \_\_\_\_\_
- e. Partnership: \_\_\_\_\_
- f. Joint Venture: \_\_\_\_\_

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant: N/A  
\_\_\_\_\_

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

	Name	Address	Interest	
a.	<u>Ronald Schroeder,</u>	<u>14010 Harmony Rd.,</u>	<u>Huntley, IL 60142</u>	<u>100%</u>
b.	_____	_____	_____	_____
c.	_____	_____	_____	_____

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

Grace Foss, 11022 S. Grant Hwy., Marengo, IL 60152

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

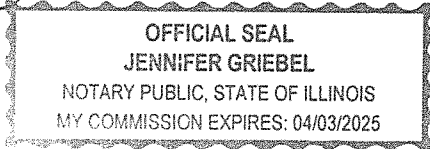
VERIFICATION

I, Grace Foss, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: Grace A. Foss / Corporate Secretary  
(Authorized Signature and Title)

Subscribed and sworn to before me this 4th day  
of August, 2021.

Jennifer Griebel  
Notary Public




**CITY OF WOOD DALE  
2021 PAVEMENT PATCHING PROGRAM**

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11  
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Schroeder Asphalt Services, Inc. is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed:  Ronald Schroeder  
Date: 8/4/2021  
Title: President

**INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND  
ROTATING - - KICKBACKS - - BRIBERY**

**PUBLIC ACT 85-1295  
S.B. 2002**

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly:  
Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

**ARTICLE 33E. PUBLIC CONTRACTS**

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patten over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed

bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: \_\_\_\_\_

DATE: 8/4/2021

FIRM NAME: Schroeder Asphalt Services, Inc.

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

SIGNED BY: *Ronald Schroeder* 8/4/2021

(Signature and Date)  
Ronald Schroeder, President

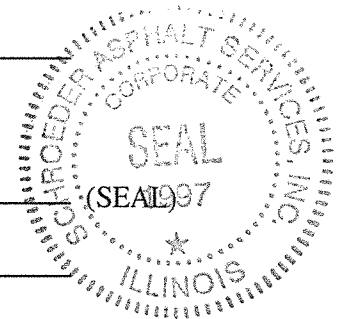
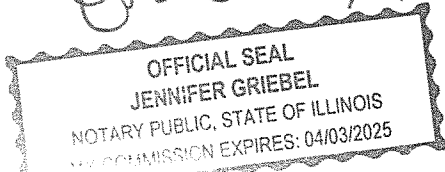
(Title)

ATTEST: *Grace A. Foss* /Grace Foss

(Secretary)

Subscribed and sworn to before me this 4th day of August 2021.

*Jennifer Griebel* (Notary Public)





**CITY OF WOOD DALE  
2021 PAVEMENT PATCHING PROGRAM**

**CERTIFICATION**

Schroeder Asphalt Services, Inc. (hereinafter referred to as “Contractor”) having submitted a bid/proposal for 2021 Pavement Patching Program to the City of Wood Dale, DuPage County, Illinois, for Schroeder Asphalt Services, Inc., hereby certifies that:


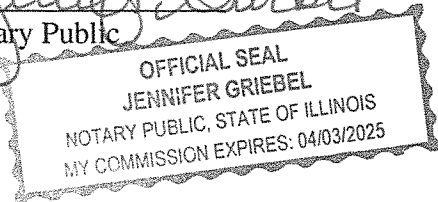
5/2-105(A) (4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor’s internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By:  /Ronald Schroeder  
/President  
Authorized Agent of Contractor

Subscribed and sworn to before me on this 4th day of August 2021.

  
Notary Public  


**CITY OF WOOD DALE  
2021 PAVEMENT PATCHING PROGRAM**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: 8/4/2021

By:  /Ronald Schroeder  
/President  
Authorized Agent of Contractor

# RETURN WITH BID

## CITY OF WOOD DALE 2021 PAVEMENT PATCHING PROGRAM

### CERTIFICATIONS

Ronald Schroeder, being first duly sworn, deposes and states that he is President of Schroeder Asphalt Services, Inc. (Partner, Officer, Owner, etc.)  
Schroeder Asphalt Services, Inc. (Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale 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 (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

**INDIVIDUAL:**

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

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

Business Phone Number: \_\_\_\_\_

**PARTNERSHIP:**

Partnership Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

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

Business Phone Number: \_\_\_\_\_

Insert Names and Addresses of All Partners: \_\_\_\_\_

\_\_\_\_\_

**CORPORATION:**

Corporate Name: Schroeder Asphalt Services, Inc.

Signed By: *Ronald Schroeder* /Ronald Schroeder

Title: President

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

Business Phone Number: 815-923-4380



Insert Names of Corporate Officers

President: Ronald Schroeder

Secretary: Grace Foss

Treasurer: Ronald Schroeder

Attest: *Grace A. Foss* /Corporate Secretary

# RETURN WITH BID

## CITY OF WOOD DALE 2021 PAVEMENT PATCHING PROGRAM

### -REFERENCES-

Name of Bidding Firm: Schroeder Asphalt Services, Inc.  
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: Village of Arlington Heights  
Address: 33 S. Arlington Heights Rd., Arlington Heights, IL 60005  
Phone: 847/368-5806  
Contact Person: Patrick Smith  
Type of Work: Asphalt Pavement Patching
  
2. Company Name/Municipality: Village of Downers Grove  
Address: 5101 Walnut Avenue, Downers Grove, IL 60515  
Phone: 630/434-5467  
Contact Person: Nate Hawk  
Type of Work: Asphalt Paving Patching
  
3. Company Name/Municipality: Village of Lake Zurich  
Address: 60 East Main Street, Lake Zurich, IL 60047  
Phone: 847/540-1696 X8008  
Contact Person: Michael Cernock  
Type of Work: Pavement Patching

# SCHROEDER

## ASPHALT SERVICES, INC.

P.O. BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

### JOB REFERENCES

- Company: Village of Arlington Heights  
33 S. Arlington Heights Rd.  
Arlington Heights, IL 60005
- Project(s): 2013, 2014, 2015, 2016, 2018. 2019 HMA Restoration
- Amount(s): 2013 - \$83,000.00 (6/10 - 6/23/13) / 2014 - \$325,000.00 (6/10 - 11/16/14) /  
2015 - \$265,008.12 (4/13 - 11/15/15) / 2016 - \$549,966.13 /  
2017 - \$508,261.80 / 2018 - \$90,043.93 / 2018 - \$547,000 / 2019 - \$480,000
- Engineer: Village of Arlington Heights  
Jeff Musinski - 847/368-5806  
[jmusinski@vah.com](mailto:jmusinski@vah.com)
- 
- Company: Village of Streamwood  
301 E. Irving Park Road  
Streamwood, IL 60107
- Project(s): 2008 & 2009 MFT Resurfacing  
2013, 2014 - 2015 - 2016 - 2019 - 2020 Roadway Maintenance Program
- Amount(s): 2008 - \$456,759.00 (5/1 - 10/31/08) / 2009 - \$399,298.00 (6/4 - 9/30/09) /  
2013 - \$630,503.68 (4/30 - 10/20/13) / 2014 - \$766,572.20 (5/26 - 8/31/14) /  
2015 - \$761,095.47 (6/1 - 10/18/15) / 2016 - \$862,625.45 (5/29/16 - 10/16/16) /  
2018 - \$748,007.85 (5/21 - 9/30/18) 2019 - \$727,867.01.(6/3 - 10/20/19) /  
2020 - \$1,750,466.85 (5/18 - 10/18/2020)
- Engineer: Village of Streamwood  
Matt Mann / Director of Engineering & Public Works - 630-736-3850  
[Mmann@streamwood.org](mailto:Mmann@streamwood.org)
- 
- Company: Village of Vernon Hills  
290 Evergreen Dr.  
Vernon Hills, IL 60061
- Project(s): 2012, 2013, 2014, 2015, 2016, 2017 & 2018 Bituminous Patching Program. 1 Year Renew  
2015 & 2017 Road Rehabilitation
- Amount(s): 2012 - \$43,639.04 (6/25 - 7/6/12) / 2013 - \$43,072.86 (7/1 - 7/7/13) /  
2014 - \$58,957.50 (8/11 - 11/16/14) / 2015 - \$73,836.77 (7/6 - 7/12/15) /  
2016 - \$74,966.40 (8/1/16 - 8/28/16) / 2017 \$64,274.94 (5/29/17 - 6/9/17) /  
2018 - \$74,203.84 (7/9 - 9/30/18)  
2015 Road Rehabilitation \$1,178,493.22 (6/1 - 7/12/15)  
2017 Road Rehabilitation \$920,041.23 (5/17 - 10/15/18)
- Engineer: Village of Vernon Hills  
Steven Maslov / Engineering Technician - 847/918-3590  
[stevem@vhill.org](mailto:stevem@vhill.org)
- 
- Company: Village of Broadview  
2350 S. 25<sup>th</sup> Avenue  
Broadview, IL 60155
- Project: 2017 Spring Paving Improvement
- Amount(s): \$776,298.25 (5/5 - 10/19/17)
- Engineer: Edwin Hancock Engineering  
Chris Baker 708/865-0300  
[cbaker@ehancock.com](mailto:cbaker@ehancock.com)

Company: Village of Palatine  
200 E. Wood St.  
Palatine, IL 60067  
Project(s): 2012 Palos Avenue Phase 2, ENG 12-401  
2015 Street Rehabilitation, 2015 Kenilworth Ave. Improvements  
Amount(s): 2012 - \$323,290.25 (4/30 – 10/31/12) / 2015 \$552,233.25 (4/20 – 6/14/15) /  
2015 – \$180,467.05 (8/3 – 9/6/15)  
2017 – 2017 Metra Paving Remove & Replace \$17,958.17 (4/23 - 4/28/17)  
2018 – West Wilson Street Improvements \$285,618.13 (4/16 – 6/24/18)  
2020 – 2020 MFT Street Rehabilitation \$726,101.57  
2020 – Wood Street & Greeley Street Resurfacing \$365,793.63  
Engineer: Village of Palatine  
Matt Grenning / Engineer - 847/359-9044  
[Mgrenning@palatine.il.us](mailto:Mgrenning@palatine.il.us)

Company: Village of Downers Grove  
5101 Walnut Ave.  
Downers Grove, IL 60515  
Project(s): 2012, 2013, & 2015 Fall Roadway Patching Project  
Amount(s): 2012 - \$82,839.30 (10/23 – 10/26/12) / 2013 - \$229,348.45 (10/27 – 11/17/13) /  
2015 - \$84,371.70 (9/21 – 11/8/15)  
Engineer: Village of Downers Grove  
Nate Hawk - 630/434-5467  
[nhawk@downers.us](mailto:nhawk@downers.us)

Company: Winfield Township Road District  
30W575 Roosevelt Rd.  
P.O. Box 617  
West Chicago, IL 60186-0617  
Project(s): 2012, 2013, 2014, & 2015 Road Maintenance Program  
Amount(s): 2012 - \$478,599.80 (10/29 – 11/4/12) / 2013 - \$505,610.04 (9/16 – 10/20/13) /  
2014 - \$339,421.39 (10/27 – 11/9/14) / 2015 - \$478,220.38 (9/14 – 10/18/15)  
Engineer: Winfield Township Road District  
John Dusza– 630/231-8850  
[RoadDistrict@WinfieldTownship.com](mailto:RoadDistrict@WinfieldTownship.com)

Company: Village of Bloomingdale  
201 S. Bloomingdale Road  
Bloomingdale, IL 60108  
Project: 2015 Street Improvement Project  
Amount(s): \$1,354,600.38  
Engineer: Village of Bloomingdale  
Brian Sisco– 630/671-5675  
[siscob@vil.bloomingtondale.il.us](mailto:siscob@vil.bloomingtondale.il.us)

Company: City of St. Charles  
2 East Main Street  
St. Charles, IL 60174  
Project: 2015 MFT Program #15-00106-00-RS  
2016 MFT Program #16-00106-00-RS  
2018 MFT Program #18-00110-00-RS  
Amount(s): 2015 - \$1,112,218.65 / 2016 - \$1,761,733.65 / 2018 - \$1,560,525.82  
Engineer: City of St. Charles  
Ken Jay 630/377-4418  
[kjay@stcharlesil.gov](mailto:kjay@stcharlesil.gov)

Company: Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, IL 60137  
Project: 2014 Street Resurfacing Project  
2018 Parking Lot Resurfacing & Asphalt  
2020 Utility & Roadway Improvement  
Amount(s): 2014 - \$1,238,787.92 / 2018 - \$266,296.24 / 2020 - \$1,298,380.83  
Engineer: Village of Glen Ellyn  
Jeff Perrigo 630/547-5512  
[jperrigo@glenellyn.org](mailto:jperrigo@glenellyn.org)

Company: City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Project: 2017 & 2018 Street Program  
Amount(s): 2017 - \$1,951,291.35 (5/1 - 7/30/17) / 2018 - \$1,294,013.60 (6/4 - 8/19/18)  
Engineer: Dan Gombec  
Darien Public Works 630/353-8106  
[dgombac@darienil.gov](mailto:dgombac@darienil.gov)

Company: Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, IL 60527  
Project: 2017 MFT Road Program  
2020 MFT Road Program  
Amount(s): \$530,429.98 (6/1 - 11/10/17) / \$621,946.20  
Engineer: James Miedema, P.E. 630/323-4733 X6010  
Village of Burr Ridge  
[jmiedema@burr-ridge.gov](mailto:jmiedema@burr-ridge.gov)

Company: Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188  
Projects: 2018 Flexible Pavement Project  
2020 Flexible Pavement Project  
Amounts: \$1,921,872.65 (2018) / \$3,174,446.05 (2020)  
Engineer: Village of Carol Stream  
Adam Frederick  
[afrederick@carolstream.org](mailto:afrederick@carolstream.org)



# **SCHROEDER**

## **ASPHALT SERVICES, INC.**

PO. BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

Schroeder Asphalt Services, Inc.  
Phone: 815/923-4380  
Fax: 815/923-4389

Mailing & Legal Address:  
P.O. Box 831  
Huntley, IL 60142-0831

Office Location:  
11022 S. Grant Hwy.  
Marengo, IL 60152-9405

Corporation - Incorporated in the state of Illinois on 5/8/1997  
In business for 24 years.

President: Ronald Schroeder  
Vice President: Jennifer Graves  
Treasurer: Ronald Schroeder  
Corporate Secretary: Grace Foss

FEIN # 39-1889745



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 5378

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

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED  
\$54,585,000.00

001	EARTHWORK	\$1,725,000	
005	HMA PAVING	\$25,000,000	B
012	DRAINAGE	\$750,000	
017	CONCRETE CONSTRUCTION	\$550,000	
032	COLD MILL, PLAN. & ROTOMILL	\$5,500,000	
08A	AGGREGATE BASES & SURF. (A)	\$2,500,000	

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/9/2021 TO 4/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/9/2021.

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

*Tim Bell*  
Engineer of Construction

**CITY OF WOOD DALE  
2021 - PAVEMENT PATCHING PROJECT**

**ADDENDUM NO. 1**

***PLEASE NOTE CONTENTS HEREIN AND AFFIX TO BID DOCUMENTS AS PREVIOUSLY  
DISTRIBUTED***

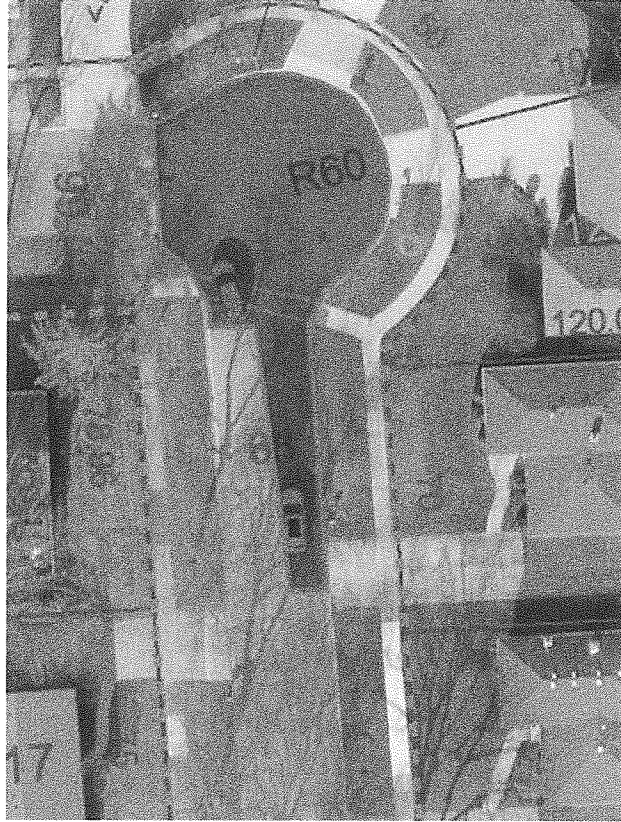
1. Location 4 – Park Pump Station should be listed as approximately 500 Square Yards. Not the 1,900 SY as stated.
2. There is location 8 that was not depicted on the original bid document. It should show as:  
Location 8 – Salt Creek Pedestrian Bike Path From Park Lane to Potter Avenue, Near 412 Park Lane – Approximately 700 Sq Yd



3. The IDOT patching will be restricted to a 9am-3pm lane closure and can be done in one day.

4. Location 7 will be removed and replaced with:

Location 7 – Century and Heritage – Approximately 450 SqYd



5. Bid Bond shall be ten percent (10%).

6. No striping will be included in this contract. It will be handled separately.


**AIA® Document A310™ – 2010**
**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Schroeder Asphalt Services, Inc.

PO Box 831

Huntley, IL 60142-0831

**OWNER:***(Name, legal status and address)*

City of Wood Dale

404 N Wood Dale Rd

Wood Dale, IL 60191-1534

**BOND AMOUNT: \$**

Ten Percent of the Amount Bid

**PROJECT:***(Name, location or address, and Project number, if any)*

2021 - Pavement Patching Project

**SURETY:***(Name, legal status and principal place of business)*

West Bend Mutual Insurance Company

PO Box 620976

Middleton, WI 53562

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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 such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time 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 bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project 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.

Init.


AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:24:00 ET on 02/17/2021 under Order No. 7809530746 which expires on 02/20/2022, and is not for resale.

User Notes:

(1496601206)

Signed and sealed this 4 day of August , 2021

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Schroeder Asphalt Services, Inc.

(Contractor as Principal)

(Seal)

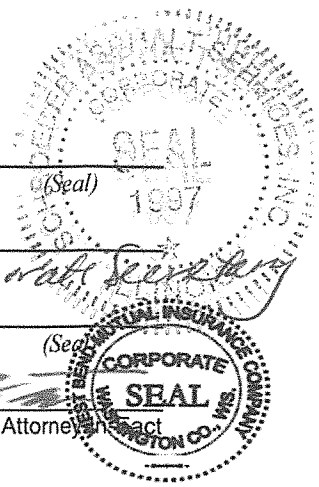
  
\_\_\_\_\_  
(Title) Grace Foss, Corporate Secretary

West Bend Mutual Insurance Company

(Surety)

(Seal)

  
\_\_\_\_\_  
(Title) Chad R Beth , Attorney in Fact



Init.



**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Chad R Beth

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Ten Million Dollars (\$10,000,000)**

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 West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power 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 or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

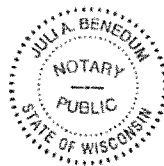
Attest Christopher C. Zwygart  
**Christopher C. Zwygart**  
Secretary



Kevin A. Steiner  
**Kevin A. Steiner**  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the 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.



Juli A. Benedum  
**Juli A. Benedum**  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 4th day of August, 2021.



Heather A. Dunn  
**Heather Dunn**  
Vice President – Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

# Acknowledgment of Corporate Surety

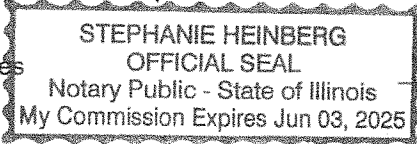
STATE OF Illinois )

ss

County of McHenry )

On this 4th day of August, 20 21, before me appeared Chad R. Beth to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the West Bend Mutual Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



*Stephanie Heinberg*

Notary Public

June 3rd, 20 25

County of McHenry, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.





### Digital Seal, Signature Authority and Enforceability

The use of an electronic image of the corporate seal of West Bend Mutual Insurance Company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by West Bend Mutual Insurance Company is authorized. The Digital Seal may be affixed to any West Bend Mutual Insurance Company bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of West Bend Mutual Insurance Company and the execution of such surety bonds by an attorney-in-fact of the West Bend Mutual Insurance Company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of an attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In witness whereof, this has been executed by a Vice President of West Bend Mutual Insurance Company.

Dated this 9<sup>th</sup> day of April, 2020.

A handwritten signature in cursive script, appearing to read "Gary W. Alexander".

Gary W. Alexander  
Vice President



West Bend Mutual Insurance Company