



Town of Cortland Agenda Request

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

RESOLUTION ORDINANCE INFORMATION OTHER

DATE PREPARED: 04/07/25

FOR MEETING ON: 04/14/25

DESCRIPTION/TITLE: CONSIDERATION OF A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE A FORMAL CONTRACT WITH CURRAN CONTRACTING COMPANY IN THE AMOUNT OF \$54,774.70 FOR NORTH SPRUCE STREET AND WEST AMBER AVENUE ROAD PROJECT

REQUIRED ACTION: THE BOARD SHALL CONSIDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT (ACTION ITEM)

STAFF/COMMITTEE RECOMMENDATION: ENGINEER RECOMMENDS THE BOARD AUTHORIZE THE MAYOR TO SIGN THE FORMAL CONTRACT WITH CURREN CONTRACTING FOR THE WORK SPECIFIED IN THE PROPOSAL, PLANS AND SPECIFICATIONS IN THE BID AMOUNT OF \$54,774.70

STATEMENT OF CONCERN/SUMMARY: CURRAN CONTRACTING COMPANY WAS THE LOW BIDDER. THE BID WAS BELOW THE ENGINEER'S ESTIMATE. BID TABULATION ENCLOSED FOR REFERENCE. CURRAN CONTRACTING COMPANY HAS PROVIDED SATISFACTORY WORK WITHIN THE TOWN IN THE PAST.

AGENDA PLACEMENT:

- BOARD REVIEW OF PENDING BUSINESS NEW BUSINESS CONCERNS STAFF REPORTS
- COMMITTEE OF THE WHOLE PRESIDENT'S REPORT CONSENT AGENDA UNFINISHED BUSINESS
- PUBLIC HEARING



Tabulation of Bids - 5 Bidders

Local Public Agency Town of Cortland	County DeKalb	Section Number 24-00010-00-RS	Letting Date 04/02/25
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Approved Engineer's Estimate \$63,957.00	Attended By (IDOT Representative(s)) None
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Bidder's Name	Curran Contracting Company	Peter Baker & Son Co.	Universal Asphalt & Excavating, Inc.	Everlast Blacktop, Inc.
Bidder's Address	286 Memorial Court	1349 Rockland Road	PO Box 1636	7N540 IL Rt 25
City, State, Zip	Crystal Lake, IL 60014	Lake Bluff, IL 60044	LaSalle, IL 61301	Elgin, IL 60120
Proposal Guarantee				
Terms				

Approved Engineer's Estimate																
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Total	
40600290	BIT MATLS TACK CT		LB	2340	\$1.0000	\$2,340.00	\$0.0100	\$23.40	\$0.0100	\$23.40	\$0.0100	\$23.40	\$0.0100	\$23.40	\$23.40	\$0.00
40600370	LONG JOINT SEALANT		FT	1274	\$2.5000	\$3,185.00	\$7.4500	\$9,491.30	\$9.0000	\$11,466.00	\$3.5000	\$4,459.00	\$8.0000	\$10,192.00	\$10,192.00	\$0.00
40600982	HMA SURF REM BUTT JT		SY	80	\$30.0000	\$2,400.00	\$15.0000	\$1,200.00	\$1.0000	\$80.00	\$50.0000	\$4,000.00	\$56.2500	\$4,500.00	\$4,500.00	\$0.00
40604050	HMA SC IL-9.5 C N50		TN	358	\$104.0000	\$37,232.00	\$95.0000	\$34,010.00	\$131.7500	\$47,166.50	\$110.0000	\$39,380.00	\$121.9800	\$43,668.84	\$43,668.84	\$0.00
44000157	HMA SURF REM 2		SY	3200	\$5.0000	\$16,000.00	\$3.0000	\$9,600.00	\$5.3500	\$17,120.00	\$6.0000	\$19,200.00	\$3.5900	\$11,488.00	\$11,488.00	\$0.00
56109210	WATER VALVES ADJUST		EA	2	\$900.0000	\$1,800.00	\$150.0000	\$300.00	\$250.0000	\$500.00	\$100.0000	\$200.00	\$400.0000	\$800.00	\$800.00	\$0.00
60255500	MAN ADJUST		EA	1	\$1,000.0000	\$1,000.00	\$150.0000	\$150.00	\$250.0000	\$250.00	\$100.0000	\$100.00	\$400.0000	\$400.00	\$400.00	\$0.00

Total Bid:	As Read:	\$54,774.70	\$76,605.90	\$67,362.40	\$71,072.24
	As Calculated:	\$54,774.70	\$76,605.90	\$67,362.40	\$71,072.24
	% Over/Under:	(14.36)%	19.78 %	5.32 %	11.13 %

BRANDY C. WILLIAMS
 062-058442
 EXPIRES 11/30
Brandy Williams



Local Public Agency Formal Contract

Contractor's Name

Curran Contracting Company

Contractor's Address

286 Memorial Court

City

Crystal Lake

State

IL

Zip Code

60014

STATE OF ILLINOIS

Local Public Agency

Town of Cortland

County

DeKalb

Section Number

24-00010-00-RS

Street Name/Road Name

N Spruce Street and W Amber Avenue

Type of Funds

RBI

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

Mayor

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

Local Public Agency	Local Street/Road Name	County	Section Number
Town of Cortland	N Spruce Street and W Amber Avenue	DeKalb	24-00010-00-RS

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the Town _____ of Cortland _____, known as the party of the first part, and Curran Contracting Company _____, 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 24-00010-00-RS in Town of Cortland _____, approved by the Illinois Department of Transportation on 03/13/25 _____, 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 _____ Town _____ of Cortland _____

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date
 By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date
 By:

(If a Limited Liability Corporation)

LLC Name

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

(If a Partnership)

Partner Signature & Date

Attest:
 Secretary Signature & Date

(SEAL, if required by the LPA)

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

COVER SHEET

Proposal Submitted By:

Contractor's Name

Curran Contracting Company

Contractor's Address

286 Memorial Court

City

Crystal Lake

State

IL

Zip Code

60014

STATE OF ILLINOIS

Local Public Agency

Town of Cortland

County

DeKalb

Section Number

24-00010-00-RS

Route(s) (Street/Road Name)

N Spruce St and W Amber Ave

Type of Funds

RBI

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signaturo & Dato


Submitted/Approved

County Engineer/Superintendent of Highways Signaturo & Dato

For a Municipal Project

Submitted/Approved/Passed

Signaturo & Dato

 3/4/25

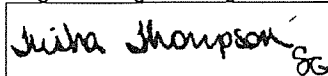
Official Title

Mayor

Department of Transportation

Released for bid based on limited review

Regional Engineer Signaturo & Dato

 03/13/2024

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Town of Cortland	DeKalb	24-00010-00-RS	N Spruce St and W Amber Ave

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Town Hall

<u>59 S. Somonauk Road, PO Box 519, Cortland IL 60112-0519</u>	Name of Office
Address	until <u>10:00 AM</u> on <u>04/02/25</u>
	Time Date

Sealed proposals will be opened and read publicly at the office of Town Hall

<u>59 S. Somonauk Road, Cortland IL 60112</u>	Name of Office
Address	at <u>10:00 AM</u> on <u>04/02/25</u>
	Time Date

DESCRIPTION OF WORK

Location	Project Length
North Spruce Street and West Amber Avenue	1300 feet

Proposed Improvement

Mill and HMA overlay and other incidental work
 Contract L0647. ReBuild Illinois (RBI) funded.

1. Plans and proposal forms will be available in the office of

Town Hall at 59 S. Somonauk Road, Cortland IL 60112. All requirements listed must be followed, including submission of the authorization form 48 hours prior to the bid opening of the bids to be eligible to be opened and read.

2. Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. Local Public Agency Formal Contract Proposal (BLR 12200)
- b. Schedule of Prices (BLR 12201)
- c. Proposal Bid Bond (BLR 12230) (if applicable)
- d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Town of Cortland	DeKalb	24-00010-00-RS	N Spruce St and W Amber Ave

PROPOSAL

1. Proposal of Curran Contracting Company

Contractor's Name

286 Memorial Court, Crystal Lake, IL 60014

Contractor's Address

2. The plans for the proposed work are those prepared by Town of Cortland
and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 10/30/25 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Town of Cortland Treasurer of _____.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Town of Cortland	DeKalb	24-00010-00-RS	N Spruce St and W Amber Ave

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Town of Cortland	DeKalb	24-00010-00-RS	N Spruce St and W Amber Ave

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City State Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City State Zip Code

Insert the Names and Addresses of all Partners

[Empty box for partner names and addresses]

(If a corporation)



Corporate Name

Curran Contracting Company

Signature & Date

Nick Schram, Vice President

Business Address

286 Memorial Court

City State Zip Code

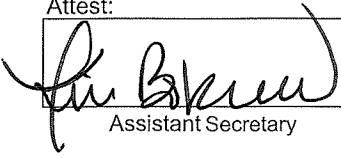
Crystal Lake IL 60014

Insert Names of Officers

President

Jason Recob

Attest:

 3/24/2025
Assistant Secretary

Secretary

Greg Preves

Treasurer

Todd Gierke



Schedule of Prices



Contractor's Name

CURRAN CONTRACTING COMPANY

Contractor's Address

286 MEMORIAL COURT

City

CRYSTAL LAKE

State

IL

Zip Code

60014

Local Public Agency

Town of Cortland

County

DeKalb

Section Number

24-00010-00-RS

Route(s) (Street/Road Name)

North Spruce Street and West Amber Avenue

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
40600290	BIT MATLS TACK CT	LB	2340	\$ 0.01	\$ 23.40
40600370	LONG JOINT SEALANT	FT	1274	\$ 7.45	\$ 9,491.30
40600982	HMA SURF REM BUTT JT	SY	80	\$ 15.00	\$ 1,200.00
40604050	HMA SC IL-9.5 C N50	TN	358	\$ 95.00	\$ 34,010.00
44000157	HMA SURF REM 2	SY	3200	\$ 3.00	\$ 9,600.00
56109210	WATER VALVES ADJUST	EA	2	\$ 150.00	\$ 300.00
60255500	MAN ADJUST	EA	1	\$ 150.00	\$ 150.00
Bidder's Total Proposal					\$ 54,774.70

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency Town of Cortland	County DeKalb	Section Number 24-00010-00-RS
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WE, Curran Contracting Company as PRINCIPAL, and Continental Casualty Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly 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 is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

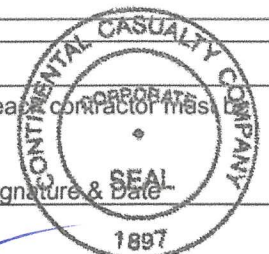
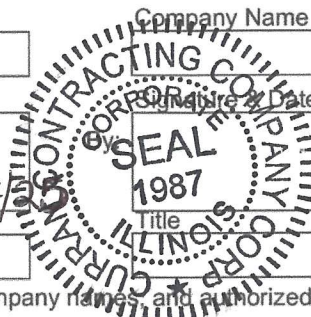
THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 27th of March, 2025
Day Month and Year

Principal

Company Name Curran Contracting Company	Company Name
Signature & Date By: <u>Michael Pachla 3/27/25</u>	Signature & Date
Title <u>Vice President</u>	Title



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

Surety

Name of Surety
Continental Casualty Company

Signature of Attorney-in-Fact Signature & Date
By: Kimberly Bragg
March 27, 2025

STATE OF Illinois
COUNTY OF

I Susan K. Landreth, a Notary Public in and for said county do hereby certify that Michael Pachla and Kimberly Bragg

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of March, 2025
Day Month and Year

Notary Public Signature & Date
(SEAL, if required by the LPA) Susan K Landreth
"OFFICIAL SEAL" SUSAN K. LANDRETH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/18/2027
Date commission expires May 18, 2027

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kimberly Bragg, Individually

of Chicago, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Curran Contracting Company
Obligee: Town of Cortland

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature of Larry Kasten]

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument, that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



[Signature of M. Bent]

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of March, 2025.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature of D. Johnson]

D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.