



AGENDA ITEM # 9J

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
May 13, 2019**

Item Title: 2019 Sanitary Sewer Pipe Lining Project

Staff Contact: Karen R. Young, P.E., C.F.M. Public Works Director

VILLAGE BOARD ACTION

Adopt a Resolution authorizing the Mayor to execute a contract for the 2019 Sanitary Sewer Pipe Lining Project between the Village of Roselle and Hoerr Construction, Incorporated in the amount of \$117,240.00.

Executive Summary:

Each year the Village budgets funds to address sanitary sewer deficiencies. The deficiencies are typically cracked pipes, root intrusion, and displacements. These deficiencies cause infiltration and inflow, which has an adverse and expensive impact on wastewater operations. Many times the sanitary sewer main can be lined instead of excavated and replaced or repaired. The lining process is far less expensive than open excavation and also does not require the extensive restoration of pavement or parkways.

This year's program will address deficiencies in 3,588 lineal feet of the sanitary sewer system on Circle Drive, Forum Drive, and Portwine Drive. There will be 96 service lateral connections reinstated also.

Three bids were received as follows:

- Hoerr Construction, Inc. \$117,240.00
- Insituform Technologies \$127,744.80
- Visu-Sewer of Illinois \$140,652.00

Although Hoerr Construction, Inc. has not previously worked for the Village of Roselle, staff reached out to other local agencies listed as references and the responses received were positive. Therefore, Staff recommends that the bid be awarded to Hoerr Construction, Inc. as the lowest, responsive, and responsible bidder.

Implications:

Is this item budgeted? Yes. There is \$150,000 in the FY 2019 Water/Sewer Operating Fund Account #51918292-71100-652.

Any other implications to be considered? Yes, staff is looking at utilizing the remaining budgeted funds of \$32,760 for sewer manhole lining, which will be bid later this year.

Attachments:

Resolution Hoerr 19_05_13

Contract Hoerr 19_05_13

Hoerr bid 19_05_13

RESOLUTION NO. 2019-

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR
THE 2019 SANITARY SEWER PIPE LINING PROJECT
BETWEEN THE VILLAGE OF ROSELLE AND HOERR CONSTRUCTION, INC.**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into a contract with Hoerr Construction, Inc., 1416 County Road 200 N, Goodfield, IL 61742 for 2019 Sanitary Sewer Pipe Lining Project; and

WHEREAS, the Village annually develops a sanitary sewer pipe lining project to address deficiencies in the sanitary sewer system; and

WHEREAS, the project scope involves the installation of a cured-in-place sanitary sewer liner; and

WHEREAS, the Village publicly opened bids for the 2019 Sanitary Sewer Pipe Lining Project on April 29, 2019; and

WHEREAS, Hoerr Construction, Inc. was determined to be the lowest, responsive, and responsible bidder; and

WHEREAS, both parties agree to the terms and conditions set forth in the bid proposal and agreement for 2019 Sanitary Sewer Pipe Lining Project as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain Contract for 2019 Sanitary Sewer Pipe Lining Project between the Village of Roselle and Hoerr Construction, Inc. which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 13th day of May, 2019

AYES:
NAYS:
ABSTAIN:
ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT FOR 2019 SANITARY SEWER PIPE LINING PROJECT

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Hoerr Construction, Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Village determined that sanitary sewers in the Village are in need of a cured-in-place liner to preserve their integrity; and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a contractor to complete the project; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal dated April 29, 2019, which is attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$117,240.00. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete the

project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract. 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.

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within forty eight (48) business hours the Village administrator may terminate this Agreement. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor’s breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-

mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective.

10. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request except it may request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the Village issues

notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 13th day of May, 2019.

VILLAGE OF ROSELLE
ADMINISTRATOR'S OFFICE
31 S. PROSPECT ST.
ROSELLE, IL 60172

HOERR CONSTRUCTION, INC.
1416 COUNTY ROAD 200 N
GOODFIELD, IL 61742

BY: _____

Mayor

BY: _____

Owner/President

ATTEST: _____

ATTEST: _____



VILLAGE OF ROSELLE

RETURN WITH BID

PROPOSAL SUBMITTED BY:

Her Construction Inc
Contractor's Name
146 County Road 200 North POB 65
Street P.O. Box
Goodfield IL 61422
City State Zip Code

STATE OF ILLINOIS
COUNTY OF DUPAGE
VILLAGE OF ROSELLE

SPECIFICATIONS, PLANS AND CONTRACT PROPOSAL

FOR

THE IMPROVEMENT OF

2019 SANITARY SEWER PIPE LINING PROJECT

Date: _____

Approved/Passed _____

Mayor/President of Board of Trustees



Public Works Department

April 11, 2019

Addendum No. 1

Project: 2019 Sanitary Sewer Lining Project

The Bid Documents for the above referenced project are revised as follows:

1. On Section II: Inspection of Sewers to be Lined or Reconstructed of the Instructions and Specifications (page-5), Item No. 2 must be DELETED.

Attachment:

Revised page-5 of the Instructions and Specifications

Please sign below in acknowledgement of this Addendum and send it back to the Village of Roselle Public Works via e-mail at jjorda@roselle.il.us or fax. Fax No. (630) 582-6035

Contractor's Name:

Hoem Construction Inc.

Signature:

Max P. Heute

PERFORMANCE BOND

The Contractor shall provide a Performance Bond, in a form acceptable to the Owner, to assure and guaranty of the Owner that the Contractor will remove and replace any defects in workmanship or in materials which may become apparent or may develop within a period of one (1) year from the date of final acceptance of the contracted work that he has performed on the project. Payment for this item shall be considered incidental to the Contract.

EXAMINATION OF PLANS, SPECIFICATIONS & GENERAL/SPECIAL PROVISIONS

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the VILLAGE as to the location of such utilities and is only included for the convenience of the bidder. The VILLAGE assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information shown on the plans relative to the location of underground utility facilities. It shall be the Contractor's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them.

STARTING DATE AND LIQUIDATED DAMAGES

All work shall be completed by the dates specified in the Special Provisions. The Contractor will be subject to liquidated damages in the amount of **\$250** per calendar day following the required completion timeframe for each day until the work on the list is satisfactorily completed. The Contractor must notify the Wastewater Division Superintendent seventy-two (72) hours in advance of the commencement of work.

HOURS OF WORK

The contractor shall be allowed to work from 7:00 AM to 6:00 PM Monday through Friday. Work shall only be allowed on Saturday and Sunday with special permission from the Village Board.

SECTION II: INSPECTION OF SEWERS TO BE LINED OR RECONSTRUCTED

1. Prior to commencing of lining or reconstruction of a sewer line, Contractor shall televise and record the full length of sewers to be lined or reconstructed.
2. Contractor shall insure that sewage flow is being discharge from all live service connections to the sewer to be lined or reconstructed during the television inspection to verify the locations of live service connections. Contractor shall contact all adjacent property owners and coordinate with the Village to insure that sewage flow will be discharge during television inspection.
3. The CD's or thumb drives and logs shall be given to the Village of Roselle, Wastewater Division, at the completion of the work. Recordings shall be adequately labeled to insure



Public Works Department

April 8, 2019

**NOTICE TO BIDDERS
VILLAGE OF ROSELLE, ILLINOIS**

The Village of Roselle is soliciting bids for the 2019 Sanitary Sewer Pipe Lining Project consisting of approximately 3,588 feet of existing 8" sanitary sewer pipes to be televised, cleaned and lined; the reconnection of approximately 96 Each existing active services and other incidental work necessary to complete the project. Bids are due no later than 10:00 A.M. on April 29, 2019 at the Office of the Director of Public Works, 474 Congress Circle North, Roselle, IL 60172 at which time they will be publicly opened and read aloud. Proposals must be placed in a sealed envelope marked "Proposal for the 2019 Sanitary Sewer Pipe Lining Project." Bid documents may be obtained at the Public Works offices at 474 Congress Circle North, Roselle, IL 60172.

All proposals must be accompanied by a bid bond, certified check, bank cashier's check or bank draft payable to the Village of Roselle for ten percent (10%) of the total amount of the bid as provided in the Bidder instructions.

The individual responsible for administering this bid is John LaRocca. Questions or requests for additional information should be directed to him via e-mail at jarocca@roselle.il.us.

The Village reserves the right to reject any and all proposals, to waive technicalities and accept the proposal deemed to be in the best interest of the Village. A Bid Bond will be required. All bids will remain in effect and cannot be withdrawn for any reason for a period of 90 days from the bid date.

For: Patty Burns
Village Clerk

By: Karen Young, P. E.,
Public Works Director



RETURN WITH BID

Proposal

Project: Sanitary Sewer Pipe Lining Project

1. Proposal of Hoer Construction Inc for the improvements of the above project.
2. The plans for the proposed improvements are those prepared by the Village of Roselle Public Works.
3. The specifications referred 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" and the "Standard Specifications for Water and Sewer Construction in Illinois" 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 contained in this proposal.
5. The undersigned agrees to complete the work within thirty (30) calendar days from Notice to Proceed.
6. Each Bid shall be accompanied by a bid bond, cashier's check or certified check payable to the order of the Village of Roselle, Illinois, in the amount of not less than ten percent (10%) of the amount of the bid as a guarantee that the bidder will execute the contract if it be awarded in conformity with the bid form.
7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond required, it is hereby agreed that the Awarding Authority reserve the rights to award the Contract to the next lowest bidder available.
8. Each pay item should have a unit price and a total price. If no total price is shown or if there is discrepancy between the product 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.
9. A bid will be declared unacceptable if neither a unit price nor total price is shown.
10. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the firm made an admission of guilt of such conduct which is a matter of 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. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
11. The undersigned submits herewith the schedule of prices covering the work to be performed under this contract.



RETURN WITH BID

Schedule of Prices

Project: Sanitary Sewer Pipe Lining Project

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

Item No.	Items	Unit	Quantity	Unit Price	Total
1.	Cured in Place Liner to Existing 8" Sanitary Sewer	Foot	3,588	30. ⁰⁰	107,640. ⁰⁰
2.	Reinstate Existing Laterals	Each	96	100. ⁰⁰	9,600. ⁰⁰
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
	Bidder's Proposal for Entire Improvements (Sum of Items 1-2)				117,240. ⁰⁰

HCI-MPH
Bidders Initials



RETURN WITH BID

Signatures:

Project: Sanitary Sewer Pipe Lining Project

The undersigned hereby acknowledges having received a full set of the Bid Documents and Specifications and Addenda Nos. 1 (None unless indicated).

Date of BID: 4-29-19

NAME OF COMPANY: Hoer Construction Inc

BIDDER NAME: Hoer Construction Inc (Printed Authorized Name) Ma P. Hoer (Authorized Signature)

ADDRESS: 1416 County Road 200 North CITY: Goodfield STATE: IL ZIP: 61742

PHONE NO.: 309-691-6653 FAX: 309-509-7190 E-MAIL: info@hoer.com

AGREEMENT: The bidder; in submitting this proposal, affirms to have read and hereby agrees to comply with all provisions and requirements of the specifications and bid documents attached hereto. This proposal shall remain in force and effect for a ninety (90) day period from the date the bids are due.

MPH
Bidders Initials

BID SECURITY FORM
(SAMPLE FORM)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Hoerr Construction Inc as Principal,
and West Bend Mutual Insurance Company as Surety,
are hereby held and firmly bound unto Village of Roselle as
Owner in the penal sum of Ten percent of amount bid--- for the
payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this; 29th day of April, 20 19

The Condition of the above obligation is such that whereas the Principal has submitted to
Village of Roselle a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing, for the
2019 Sanitary Sewer Pipe Lining Project

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

State of Illinois

} ss:

County of Macon

On 29th day of April, 2019 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Blake E Allison**

known to me to be Attorney-in-Fact of **West Bend Mutual Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Stacy R. Standley

(Notary Public)



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:

Blake E Allison

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: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

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 21st 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 29th day of April, 2019.



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.

CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

The undersigned, upon being first duly ^{affirmed} sworn, hereby certifies to the (Owner) _____
Village of Rosele, that
Hoerr Construction, Inc. (Contractor) has in
 place a written Substance Abuse Prevention Program that meets or exceeds the requirements of
 the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the
 subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the
 Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to
 any work being conducted on the project.

By: *Max P. Hoerr*
 (Name of Contractor)
Max P. Hoerr
President, Hoerr Construction, Inc.
 (Title)

Subscribed and ^{affirmed} sworn to before me

this 29th day of APRIL, 2019

My Commission Expires: 3/15/2023

Man
 Notary Public

(SEAL)

County - DuPage



EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Max P. Herzog, being first duly ~~sworn~~^{affirmed} on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor complies with the provisions of the Employment of Illinois Workers on Public Works Act as they may apply to this Project.

Dated this 29th day of April, 2019

Attest/Witness

By: Max P. Herzog
Title: President

By: Robert J. Kilbride
Title: Vice-President

Subscribed and ~~sworn~~^{affirmed} to before me

this 29th day of APRIL, 2019 My Commission Expires: 3/15/2023

[Signature]
Notary Public
County DuPage

(SEAL)



RETURN WITH PROPOSAL

CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY

Hoerr Construction, Inc. ("Contractor"), having submitted a bid/proposal for the 2018 Sanitary Sewer Pipe Lining Project for the Village of Roselle, hereby certifies that said Contractor has a written sexual harassment policy in place and in full compliance with 775 ILCS 5/2-105 (A) (4).

Signed by:  (Corporate Seal)

Title: President

Name & Address: Max P. Hoerr II

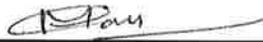
Contractor/Vendor: Hoerr Construction, Inc.

1416 County Road 200 North, PO Box 65
Goodfield, IL 61742

PROJECT: 2019 SANITARY SEWER PIPE LINING PROJECT

Subscribed and ~~sworn~~ ^{affirmed} to before me

this 29th day of APRIL, 2019


Notary Public

County - DuPage

