



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.k

Title:

Recommendation to Award Bid for Wild Rose Valley Siphon Rehabilitation

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: November 27, 2017

Proposed Cost: \$72,930

Budgeted Amount: \$125,000

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

The proposed improvement will consist of the rehabilitation of a dual sanitary sewer siphon under Ferson Creek by cleaning, televising, testing, possible lining and final landscaping. The project is located within the Ferson Creek Valley between Wild Rose Road and Wild Rose Springs Drive. The sewer siphon serves about 1,150 people including the subdivisions of the Reserves, Crane Road Estates, Wild Rose and St Charles North High School.

Bid documents were publicly posted and sent directly to twelve firms. A pre-bid meeting was held on October 8, 2017, with three firms attending. The bid opening was conducted on October 18, 2017, with only one company, Marc Kresmery Construction, bidding on the project. The Environmental Services division followed up with the others firms that did not bid and they revealed the size and remote location of the project was an issue for most of the firms.

The Environmental Services Division recommends Marc Kresmery Construction be awarded the bid. They have completed three other siphon cleaning and maintenance projects and the City has been pleased with their work. In addition, they are a reputable company having worked with several other Water and Wastewater Utilities within the Fox Valley area.

**Attachments** *(please list):*

\* Bid Proposal \* Location Map

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to award bid to Marc Kresmery Construction for Wild Rose Valley Siphon Rehabilitation in the amount of \$72,930.

## PROPOSAL

TO: CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

1. Proposal of MARC KRESMERY CONSTRUCTION LLC MARC KRESMERY CONSTRUCTION LLC  
(Name and Address of Bidder) 1725 WELD RD.  
ELGIN, IL. 60123 ELGIN, IL. 60123

for the improvement, designated City of St. Charles, Kane County, Illinois "Wild Rose Valley Siphon Rehabilitation" of sanitary sewer siphon cleaning, televising, testing, replacement of equipment and appurtenant work necessary to complete the proposed project, in the City of St. Charles, Kane County, Illinois.

1. The plans for the proposed improvement are those prepared by GERALD L. HEINZ & ASSOCIATES, INC, Consulting Engineers, 206 North River Street, East Dundee, Illinois, which plans are designated as City of St. Charles, Kane County, Illinois "Sanitary Sewer Siphon" and which cover the work described generally in paragraph 1 above.
2. The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 by the Illinois Department of Transportation (IDOT), the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2017 by the IDOT, and the Standard Specifications for Water & Sewer Construction in Illinois, 7<sup>th</sup> Edition.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work on this project by **March 31, 2018 (including landscaping)** unless additional time is granted in accordance with the specifications.
6. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm or corporation.
7. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond included in the specifications, and special provisions and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
8. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the City in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
10. 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 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.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned further agrees that, if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.
13. The undersigned further agrees to execute a contract for this work and present the same to the City within fifteen (15) days after the date of notice of award of the contract to him.
14. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed to the City, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
15. The undersigned further agrees to begin work no later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise authorized or directed by the City, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
16. If this proposal is accepted and the undersigned fails to execute the contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the City.
17. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract.

## SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization		Lump Sum	1600.00	1600.00
2	Perimeter Erosion Barrier	140	Lin.Ft.	7.00	980.00
3	Clean & Televis 6" CIP	95	Lin.Ft.	165.00	15,675.00
4	Clean & Televis 10" CIP	95	Lin.Ft.	165.00	15,675.00
5	Pressure Test 6" CIP	1	Each	2,200.00	2,200.00
6	Pressure Test 10" CIP	1	Each	2,200.00	2,200.00
7	Remove Existing Cone Section & Replace with Concrete Flat Slab Top	2	Each	7,500.00	15,000.00
8	Remove Existing Flap Gate Valve, 6"	1	Each	3,400.00	3,400.00
9	Remove Existing Flap Gate Valve, 10"	1	Each	3,400.00	3,400.00
10	Remove Existing Plug Valve, 6"	1	Each	3,400.00	3,400.00
11	Remove Existing Plug Valve, 10"	1	Each	3,400.00	3,400.00
12	Lining Sanitary Sewer, 6" CIP	95	Lin.Ft.	NO BID - SEE NOTE #1	
13	Lining Sanitary Sewer, 10" CIP	95	Lin.Ft.	NO BID - SEE NOTE #1	
14	Site Restoration	2	Each	3,000.00	6,000.00

TOTAL BID PROPOSAL: \$72,930.00 (NOTE #2)

NOTE #2 - Total bid proposal excluded Lines #12 & #13, See Note #1 for explanation,

**Note #1**

Marc Kresmery is unable to submit a bid for Line Items #12 & #13. We have contacted the primary vendors for this work: Visu Sewer Inc and Insituform. Both suppliers would not provide us with a quote for this work.

**SIGNATURES**

(If an Individual) Signature of Bidder: \_\_\_\_\_  
Business Address: \_\_\_\_\_

(If a Partnership) Firm Name: \_\_\_\_\_  
Signed By: \_\_\_\_\_  
Business Address: \_\_\_\_\_

(Insert names and addresses of all Partners of the Firm)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



MARC KRESMERY  
CONSTRUCTION LLC

Corporate Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Business Address: \_\_\_\_\_

*Marc Kresmery, Manager*

MARC KRESMERY CONSTRUCTION LLC  
1725 WELD RD.  
ELGIN, IL. 60123

(Insert Names of Officers)  
President: *manager* \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

*Marc Kresmery*

ATTEST: *DAVENTA*  
*ORR manager*



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability  
For the Letting of Wild Rose**

(Letting date)

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	Columbaria	2017 LS	Taly Park	LS#9	Louis St	
Contract With	Dundee	NMWRD	FRWRD	Wauconda	Mt Prospect	
Estimated Completion Date	DEC 2017	APRIL 2018	Jan 2018	DEC 2017	DEC 2017	
Total Contract Price	497,914.00	331,800.00	274,200.00	194,040.00	178,450.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	44,500.00	316,800.00	236,200.00	174,040.00	178,450.00	949,990.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>949,990.00</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage	15,500.00	316,800.00	236,200.00	174,040.00	163,950.00	906,490.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
<b>Totals</b>	<b>15,500.00</b>	<b>316,800.00</b>	<b>236,200.00</b>	<b>174,040.00</b>	<b>163,950.00</b>	<b>906,490.00</b>

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



**Illinois Department  
of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability  
For the Letting of \_\_\_\_\_**

(Letting date)

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	Carrolwood					
Contract With	Naperville					
Estimated Completion Date	Dec 2017					
Total Contract Price	233,855.00					<b>Accumulated Totals</b>
Uncompleted Dollar Value if Firm is the Prime Contractor	208,855.00					1,158,845.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>1,158,845.00</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						<b>Accumulated Totals</b>
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage	190,355.00					1,096,845.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
<b>Totals</b>	<b>190,355.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,096,845.00</b>

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Pederson				Spectrum
Type of Work	Landscaping				painting
Subcontract Price	191,530.00				14,500.00
Amount Uncompleted	29,000.00				14,500.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>29,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14,500.00</b>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*See Next Page*

Type or Print Name \_\_\_\_\_  
 Officer or Director \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

Signed \_\_\_\_\_

My commission expires: \_\_\_\_\_

Company \_\_\_\_\_

(Notary Seal)

Address \_\_\_\_\_



**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Spectrum				
Type of Work	painting				
Subcontract Price	18,500.00				
Amount Uncompleted	18,500.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>18,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

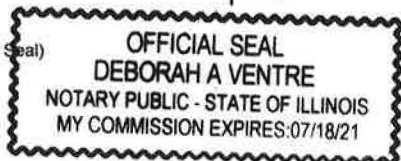
Subscribed and sworn to before me

this 18<sup>th</sup> day of October, 2017.

DAVENTRE  
Notary Public

My commission expires: 7/18/21

(Notary Seal)



Type or Print Name

Marc Kresmery, Manager  
Officer or Director Title

Signed

[Signature]

Company

MARC KRESMERY CONSTRUCTION LLC

Address

1725 WELD RD.  
ELGIN, IL. 60123

# CERTIFICATE OF NONDISCRIMINATION

This is to certify that this firm does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry.

The undersigned will take all necessary affirmative action as may be required by all applicable Federal, State and Local laws, ordinances, rules, regulations and orders to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex or national origin or ancestry.

MARC KRESMERY  
CONSTRUCTION LLC

Firm: \_\_\_\_\_

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

Title: Marc Kresmery, manager

Date: 10/18/17

STATE OF ILLINOIS )  
 )  
COUNTY OF KANE & DUPAGE )

### AFFIDAVIT OF NONCOLLUSION

The undersigned, who has herewith submitted a bid to provide,

City of St. Charles

(describe nature of service or product)

in accordance with plans and specifications furnished by the City of St Charles for

WILD Rose Valley Siphon Rehabilitation  
(describe project)

does hereby affirm that said undersigned person and/or firm into any agreement, understanding, or arrangement with any other bidder or prospective bidder or with any other person, firm, or corporation relating to the price named in said proposal, nor has said undersigned person and/or firm entered into any agreement, understanding, or arrangement under which any person, firm, or corporation is to refrain from bidding, nor any agreement, understanding, or arrangement for any act or omission in restraint of free competition among bidders.

The undersigned further affirms that said undersigned person and/or firm is not disqualified by law from contracting with the City of St Charles; and that said undersigned person and/or firm has not disclosed to any person, firm, or corporation the terms of this proposal or the price named herein.

WILD ROSE Valley Siphon Rehabilitation

Bid for

10/18/17  
Date

MARC KRESMERY CONSTRUCTION LLC

Company 1725 WELD RD.  
ELGIN, IL. 60123

Address

[Signature]  
Duly authorized agent or officer

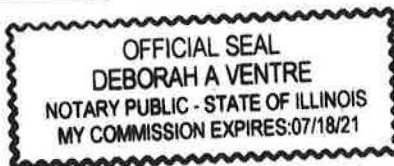
Marc Kresmery, manager

Subscribed and sworn to me

this 18<sup>th</sup> day of October, A.D. 20 17

DA Ventre

Notary Public



**CERTIFICATE OF COMPLIANCE  
WITH STATE OF ILLINOIS  
PREVAILING WAGE RATES**

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://www.state.il.us/agency/idol/rates/rates.htm>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website 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.

The undersigned will take all necessary action and be responsible for full compliance with the State of Illinois laws and Illinois Department of Transportation Special Provision with regard to this issue. The Special Provision is included in these documents for your information. If the Company believes the Act does not apply to them, then in lieu of certified payroll, the Company will provide a certified statement, in letter form, setting forth the basis upon which they have concluded the Act does not apply.

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Company **MARC KRESMERY CONSTRUCTION LLC**  
1725 WELD RD.  
ELGIN, IL. 60123

---

Address

10/18/17

---

Date

---

Duly Authorized Agent of Officer  
*Marc Kresmery, manager*



Local Agency Proposal Bid Bond

Route Wild Rose Valley Siphon
County Kane
Local Agency St. Charles
Section N/A

RETURN WITH BID

PAPER BID BOND

WE Marc Kresmery Construction LLC as PRINCIPAL,
and The Ohio Casualty Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") 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 LA 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 LA 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 LA 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 LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA 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 18 day of October 2017

Principal

Marc Kresmery Construction LLC (Company Name)
By: Marc Kresmery, Manager (Signature and Title)
(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

The Ohio Casualty Insurance Company (Name of Surety)
By: Kevin Cryer (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Kane

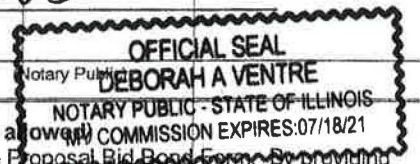
I, Deborah Aventure, a Notary Public in and for said county, do hereby certify that Marc Kresmery & Kevin Cryer

(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 18th day of October

My commission expires 7/18/21 DAVentre



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 7007157

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Francis M. Bartsch; Jim Drost; Kevin Cryer; Lucianne Bischoff; Michael J. Rabe; Richard J. Waters

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of June, 2015.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 3rd day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

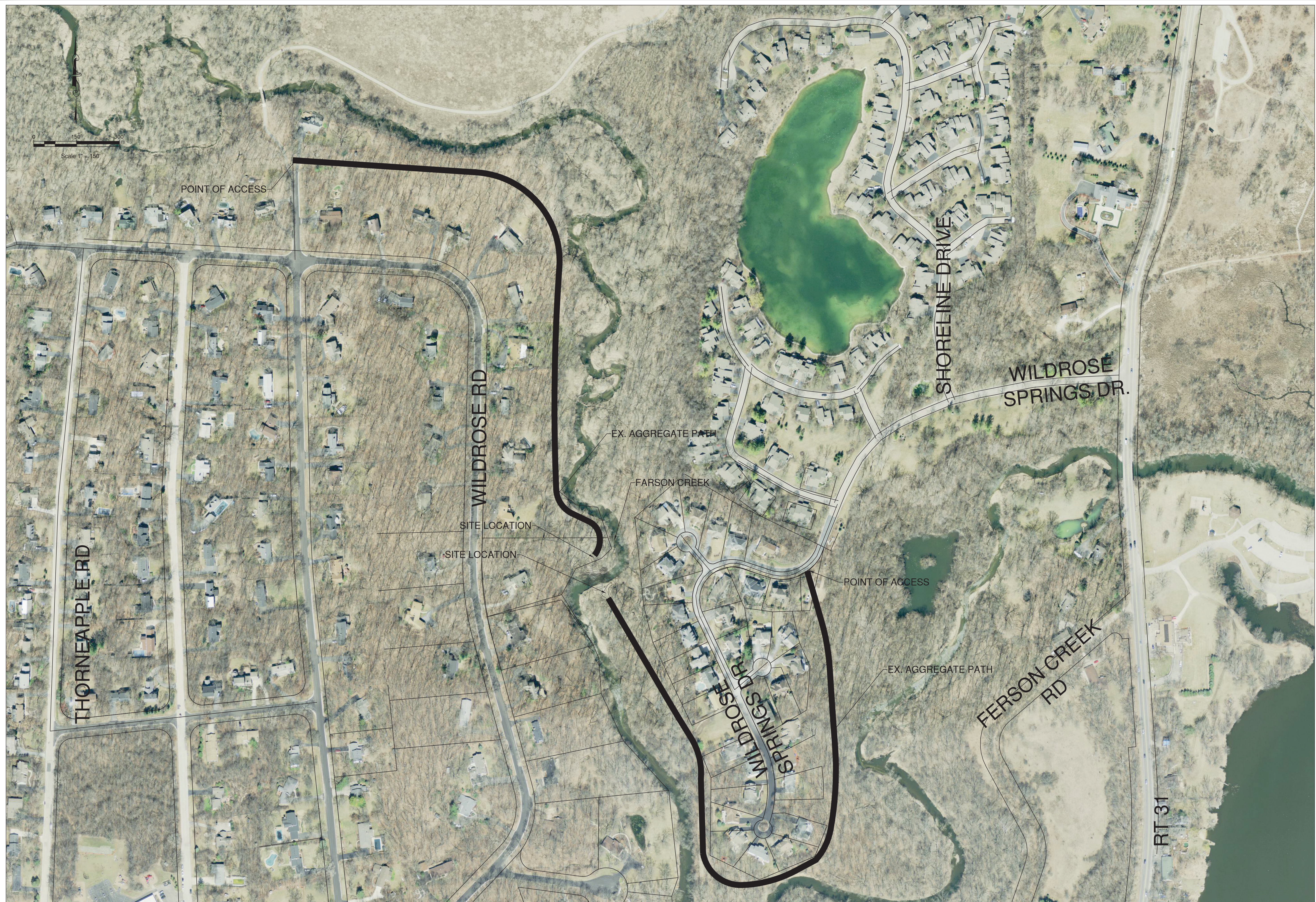
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16 day of October, 2017.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



GERALD L. HEINZ & ASSOCIATES, INC.  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 206 NORTH RIVER STREET  
 EAST DUNDEE, ILLINOIS 60118

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

CONSTRUCTION SITE ACCESS PLAN

Wild Rose Valley Sanitary Sewer Siphon  
 ST. CHARLES, ILLINOIS

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DATE:	08/21/2017
JOB NO.:	E-2342
SCALE:	1"=150'
SHEET	4 OF 6