VILLAGE OF TINLEY PARK

POST 1 EAST GROUND STORAGE RESERVOIR
PAINTING AND REHABILITATION

REL PROJECT- 16-R0396
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES, ILLINOIS
NOTICE TO CONTRACTORS

The Village of Tinley Park will receive sealed proposals for the following improvements at the Clerk's office, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, until 10:00 AM Tuesday August 9, 2016

POST 1 EAST GROUND STORAGE RESERVOIR PAINTING AND REHABILITATION

Proposals will be publicly read aloud on Tuesday August 9, 2016 after 10:01 am. No bid shall be withdrawn after the opening of the proposals without the consent of the President and Board of Trustees for a period of thirty (30) days after the scheduled time of closing bids.

All proposals shall be sealed in an envelope, addressed to the Village of Tinley Park, attention Clerk's office. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Bid Documents, including specifications, are on file at the office of the Engineer, Robinson Engineering, Ltd., 17000 South Park Avenue, South Holland, IL 60473, (phone 708-331-6700), and may be obtained from the Engineer's office upon payment of Twenty-Five Dollars ($25.00) per paper copy and Ten Dollars ($10.00) per CD format. The bid documents will be issued until 12:00 PM on the last business day preceding the bid. No refund will be made for documents received from the Engineer.

A certified check/bank draft or bid bond drawn on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the President and Board of Trustees for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the President and Board of Trustees their best interests will be promoted thereby.

The contractor will be required to pay not less than the prevailing wage rates on this project as established by the United States Department of Labor. He shall also comply with all applicable Federal, State and local regulations.

The Village of Tinley Park Local Vendor Purchasing Policy provides local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest and responsible bid in favor of a local vendor under the following circumstances:

<table>
<thead>
<tr>
<th>Contract Value</th>
<th>Range (up to a maximum of)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0-$250,000</td>
<td>5%</td>
</tr>
<tr>
<td>$250,000-$500,000</td>
<td>4%</td>
</tr>
<tr>
<td>$500,000-$750,000</td>
<td>3%</td>
</tr>
<tr>
<td>$750,000-$1,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$1,000,000-$2,000,000</td>
<td>1%</td>
</tr>
</tbody>
</table>
Responsible bidders are determined pursuant to the criteria set forth in the Village's Responsible Bidder Ordinance No. 2009-0-002.

Bidder qualifications and experience will also be included in the basis for determining the lowest responsible bidder. Prequalifications will be required to be submitted to the engineer by all potential bidders. If in the opinion of the engineer and the President and Board of Trustees, an applicant would not be able to serve the best interest of the Village, a proposal will not be issued to the applicant.

President and Board of Trustees
Village of Tinley Park
Cook & Will Counties, Illinois
PROPOSAL and CONTRACT
PROPOSAL

TO THE OWNER, Village of Tinley Park

1. Proposal of Fra-Valdivia Contractors, Inc.
   (name and address of bidder)
   11909 South Avenue, Chicago, IL 60617
   general@exovaldivia.com
   (email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.

2. 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 proposal is made without collusion with any other person, firm or corporation.

3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), 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.

4. 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 Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.

5. 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.

6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

7. The undersigned further agrees that if the Owner 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.
8. The undersigned further agrees that the Owner may at any time during the progress of work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen per cent (15%), the actual cost to be determined as provided in the specifications.

9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.

10. 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 by the Owner, 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.

11. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, labor and safety precautions 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. The undersigned agrees to complete the work within \( x \) calendar days after the date of the execution of the contract by both parties, or by \( y \) if this is a completion day contract, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which cost shall be considered and treated not as a penalty, but as damages due the Owner form the undersigned by reason of inconvenience to the public, added cost of engineering and construction observation, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

12. Accompanying this proposal is a bank draft, bank cashier's check, certified check or (bid bond), complying with the requirements of the specifications, made payable to: Village of Tinley Park

The amount of the bond, check or draft is \( 10\% \) of Bid Amount ($ \( \$ \) ).
If the proposal and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said contract and contract bond, otherwise said check or draft substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER’S CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.

14. The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
**Bid Bond**

**CONTRACTOR:**
(Name, legal status and address)
Era Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60617

**SURETY:**
(Name, legal status and principal place of business)
Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

**OWNER:**
(Name, legal status and address)
Village of Tinley Park
16250 South Oak Park
Tinley Park, IL 60477

**BOND AMOUNT:** $10%
Ten Percent of Amount Bid

**PROJECT:**
(Name, location or address, and Project number, if any)
Post 1 East Ground Storage Reservoir Painting and Rehabilitation REL Project 16-R0396

The Contractor and Surety are bound to the Owner in the amount set forth above, for payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of any agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2016.

Era Valdivia Contractors, Inc.
(Principal)

By: [Signature]
(Title)

Great American Insurance Company
(Surety)

By: [Signature]
(Title)

Amy E. Callahan, Attorney-in-Fact
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

PETER S. FORKER
AMY CALLAHAN

This Power of Attorney rescinds all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY 2015.

Attorn James C. B.

DAVID C. KITCHIN
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JANUARY 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is the corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature and seal of the Company; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 20TH day of August 2016.

Assistant Secretary
CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?
   Yes

2. (a) Have you done work of this nature? Yes
   (b) To what extent? (Dollar value) $30,000 - $2,500,000
   (c) For whom? Various Owners - Please see Attached List

3. Do you have sufficient equipment to perform this work? Yes
   If so, list major items:
   - Compressors
   - D/Collectors
   - Blast P被执行人
   - Rammers, etc.

   Address: 7800 Lincoln Ave., Skokie, IL

5. List names and addresses of major suppliers:
   - Tremec - Taylor Coatings
     8520 Brookfield Ave.
     Brookfield, IL - 708-387-0805

6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? No
   (a) If so where? N/A
   (b) For what reason? N/A

7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? N/A
8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? ___________ N ___________

9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? ___________ N ___________

10. If awarded contract, work will begin in ________ calendar days.

* as Notified by Owner and Agreed by Eva Zalewski

Contractors Inc.
CERTIFICATE OF ELIGIBILITY TO BID

I, Ers-Va\l\i\vsi\a\ Constructor, Inc. (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: 8/8/2016

By: \[Signature\]
(Name of Contractor)

President
(Title)
VILLAGE OF TINLEY PARK

LOCATION OF IMPROVEMENT WITH DESCRIPTION

Post 1 East Ground Storage Reservoir Painting and Rehabilitation

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

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

<table>
<thead>
<tr>
<th>Item No</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>West Internal Painting</td>
<td>LUMP SUM</td>
<td>1</td>
<td>520,000</td>
<td>520,000</td>
</tr>
<tr>
<td>2</td>
<td>Sump Screws</td>
<td>LUMP SUM</td>
<td>1</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>3</td>
<td>Exterior Painting</td>
<td>LUMP SUM</td>
<td>1</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>4</td>
<td>Sump Sealing</td>
<td>LUMP SUM</td>
<td>1</td>
<td>13,000</td>
<td>13,000</td>
</tr>
<tr>
<td>5</td>
<td>Drainage Manhole</td>
<td>LUMP SUM</td>
<td>1</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>6</td>
<td>Diverter &amp; Peacock Controls, Proctor System</td>
<td>LUMP SUM</td>
<td>1</td>
<td>7,000</td>
<td>7,000</td>
</tr>
<tr>
<td>7</td>
<td>Upper Overflow Weir Box</td>
<td>LUMP SUM</td>
<td>1</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>8</td>
<td>Sump Pump Installation</td>
<td>ALLOWANCE</td>
<td>1</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>9</td>
<td>Overflow Flap Gate</td>
<td>LUMP SUM</td>
<td>1</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>10</td>
<td>Foundation Sealing</td>
<td>LUMP SUM</td>
<td>1</td>
<td>8,33</td>
<td>8,33</td>
</tr>
<tr>
<td>11</td>
<td>Pump Station Tack Sealing, Sealing and Interior Wall Repair</td>
<td>ALLOWANCE</td>
<td>1</td>
<td>60,000</td>
<td>60,000</td>
</tr>
</tbody>
</table>

Bidder's Proposal for making Entire Improvements: **$807,150**
SIGNATURES

(If an individual)
Signature of Bidder ..........................................................
Business Address ..................................................................

(If a co-partnership)
Firm Name ........................................................................
Signed by ...........................................................................
Business Address ..................................................................
Insert Names and Addresses of All Members of the Firm

(If a corporation)
Corporate Name: Jose G. Valdivia Contractors, Inc.
Signed By Jose G. Valdivia President
Business Address: 7909 South Avenue, Chicago, IL 60617
(Corporate Seal)
Insert Names of Officers: Jose G. Valdivia President
Saul Valdivia Secretary
Treasurer

Attest: .......................................................... Secretary

Phone Number 773-721-9350
BIDDER'S CERTIFICATE

The undersigned, having executed the attached bid for the construction of:

Post 1 East Ground Storage Reservoir Painting & Rehab.

Name of Project

for the Village/City/Town of Tinley Park, County of Cook.

State of IL hereby certifies that he has read all of the Contract Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms, General conditions of the contract, Detail Specifications, Forms of contract, Form of Performance Bond and Form of Maintenance Bond, and that he has examined the plans and that his proposal for the work is based on the conditions and requirements therein; and should the contract be awarded to him, he agrees to execute the work in strict accordance therewith, including compliance with the Insurance Requirements of the General Conditions.

Name of Bidder

By: [Signature] President

Company Name: Ern-Vel Group Contractors Inc.

Date: 8/8/2016
United States Department of Labor
Bureau of Apprenticeship and Training

Certificate of Registration

CHICAGO AREA PAINTING & DECORATING JOINT APPRENTICESHIP & TRAINING COMMITTEE
CHICAGO, ILLINOIS

FOR THE TRADE OF: PAINTER

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Registered: MARCH 6, 1942
Revised: APRIL 13, 1984

UNITED STATES OF AMERICA
CONTRACT

1. THIS AGREEMENT, made and concluded this _day of _ , 20_ , between the 

Village of Tinley Park (city/village/town of) acting by and through its Mayor and Board of Trustees (President-Board of Trustees/Mayor-City Council) known as the party of the first part, and Era-Valdivia Contractors (Contractor) known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payment 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 to these presents, the party of the second part agrees with said party of the first part at his/their 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 plans of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, proposals, contract bond, General Requirements and Covenants (Division I), Technical Specifications (Division II), Special Provisions (Division III) and Standard drawings (Division IV), in addition to any specific plans and specifications upon which the contractor’s proposal is based, are all incorporated by reference into this contract and are therefore made a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

FOR THE VILLAGE OF TINLEY PARK (Party of the First Part)

By: 
Title: David G. Reaman, Mayor
Attest: 
Title: Patrick E. Rea, Clerk

FOR THE CONTRACTOR (Party of the Second Part)

By: 
Title: Jose G. Valdivia
Attest: 
Title: Secretary
CONTRACT BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, Era Valdivia Contractors, Inc., a corporation organized under the laws of the State of Illinois, and licensed to do business in the State of Illinois, as principal, and Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the Village of Tinley Park, State of Illinois, in the penal sum of Eight Hundred Seven Thousand Seven Hundred Fifty and No/100 Dollars ($807,750.00), lawful money of the United States, well and truly to be paid unto said Village of Tinley Park, for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with an Owner which is the Village of Tinley Park and acts through its Mayor and Board of Trustees or the construction of the work designated 16-R0396 Post 1 East Ground Storage Reservoir Painting and Rehab, which contract hereby is referred to and made a part hereof, as if written herein in length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said Contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work, for any reason whatsoever, during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished, and that suit may be maintained on such bond by any such person, firm, company or corporation, for the recovery of any such money.

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

WITNESS WHEREOF, we have duly executed the foregoing obligation this ______ day of ______ A.D. ______.

contractor's corporate name: __ Era Valdivia Contractors, Inc. ____________________________

By: ________________

President

Attest: ________________

Surety's corporate name: __ Great American Insurance Company ____________________________

By: ________________

Attorney-in-fact __ Amy E. Callahan ____________________________

By: ________________

Attorney-in-fact ____________________________

APPROVED THIS ______ DAY OF ______ A.D. ______

Village of Tinley Park, IL

By: ________________

Title: __ David G. Seaman, Mayor ____________________________

ATTEST FOR VILLAGE OF TINLEY PARK, IL

By: ________________

Title: __ Patrick E. Rea, Clerk ____________________________
ATH OF
COOK SS

Lucia Munoz , a Notary Public in and for said County in the State aforesaid, hereby certify that Jose C. Valdivia and Saul Valdivia , to me personally known to be president and secretary, respectively, of Em Valdivia Contractors, Inc., corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such president and secretary respectively they signed, sealed and delivered the said instrument as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Corporation.

Sworn to and proved before me this day in person by the said president and secretary, respectively.

[Signature]
Notary Public

DATE OF Illinois SS
COUNTY OF Cook SS

Timothy Callahan , a Notary Public in and for said County in the State aforesaid, do hereby certify that Amy E. Callahan who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for Great American Insurance Company appeared before me this day in person and acknowledged that he signed the name of Amy E. Callahan as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Sworn to and proved before me this day in person by the said Attorney in Fact.

[Signature]
Notary Public
GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

PETER S. FORKER
AMY CALLAHAN

Name

Address

BOTH OF
ARLINGTON HEIGHTS, ILLINOIS

Limit of Power

ALL

$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY, 2015.

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JANUARY, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of 2014.