





March 7, 2025

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *g*

SUBJECT: 2025 Leak Detection Survey Contract

**Background**

The Village typically performs an annual leak detection survey on the water distribution system each year of approximately 184 miles. Annual leak detection surveys are considered essential in water conservations and for reducing non-revenue water loss. Historically leak detection surveys pinpointed leaks with an average daily water loss of 50,000 gallons per day. If left alone, these leaks would equate to \$259.00 per day or \$94,535.00 annually based upon the Village's wholesale rate through the DuPage Water Commission.

Additionally, crews will correlate the location of water leaks prior to excavating when the location of the leak is not certain. Many factors influence the path the water takes before it surfaces such as geotextile fabric under the pavement, frost, following a trench line or pipe, etc. so the water may not surface in the location of the leak. At times, leak detection firms will be called to assist in locating difficult leaks when in-hose crews cannot locate with our equipment. Using leak detection services prior to excavating shortens the length of time to find and repair the broken pipe and reduces the size of the excavation which minimizes the cost of restoration.

The Village solicited bids for the 2025 leak detection survey in conjunction with the Village of West Chicago, the Village of Willowbrook, the Village of Roselle and the Village of Burr Ridge using the Municipal Purchasing Initiative model of procurement. The Village of Lombard served as the lead agency for the procurement process.

The Village of Lombard opened bids on March 6, 2025 at 10:00 am. The Village received bids from one vendor. The Village has reviewed the bids for compliance with the specifications, with the results of the process recorded below:

Firm	Year 1 Bid	Year 2 Bid	Year 3 Bid
M.E. Simpson Co., Inc.	\$52,725.00	\$54,575.00	\$54,575.00

M.E. Simpson Co., Inc. is a highly respected service provider in the water industry and has performed multiple leak detection survey projects for Lombard and many surrounding communities. The proposal submitted meets the requirements set forth in the scope in regards to reporting, GPS locating of leaks found, and integration of results into Cartegraph.

**Recommendations**

Staff recommends and requests the Board of Trustees award a contract for Year 1 (2025) of the Water Distribution System Leak Detection Survey to M.E. Simpson Co., Inc. of Valparaiso, IN in an amount not to exceed \$52,725.00 at the March 20, 2025 meeting.

**VILLAGE OF LOMBARD**  
**CONTRACT DOCUMENT NUMBER WA 25-18**

This agreement is made this 20<sup>th</sup> day of March 2025, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and M.E. Simpson Co., Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

(The description, quantities and total proposal price are stated here)

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number **WA 25-18** for **WATER SYSTEM LEAK DETECTION AND SURVEY SERVICES**, consisting of the following:
    - i. Cover Sheet
    - ii. Table of Contents
    - iii. Notice to Bidders on Contract Document Number **WA 25-18** - Legal Notice
    - iv. General Provisions
    - v. Special Provisions
    - vi. Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: March 6, 2025
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract within (CDAYS working or

calendar) days from the date of the Notice to Proceed. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.

4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 20<sup>th</sup> day of March 2025.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

**M.E. Simpson Co., Inc.**

*Print Company Name*

Individual or Partnership \_\_\_\_\_ Corporation X

Accepted this 7<sup>th</sup> day of March, 2025.

Cara Lance-Emerick

CFO

By Cara Lance-Emerick

Position/Title

By \_\_\_\_\_

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest: \_\_\_\_\_  
Elizabeth Brezinski, Village Clerk



VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Cara Lance-Emerick, having been first duly sworn depose and states as follows:

(Officer or Owner of Company)

M.E. Simpson Company, Inc., having submitted a proposal for:

(Name of Company)

WATER SYSTEM LEAK DETECTION AND SURVEY SERVICES to the Village of Lombard, hereby certifies that said Contractor:

- 1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all employee drivers

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

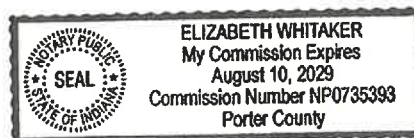
By: Cara Lance-Emerick

Authorized Agent of Contractor

Subscribed and sworn to before me this 7th day of March, 2025.

Elizabeth Whitaker

Notary Public



**INVITATION FOR BIDS**  
**RFB #2025- 18**  
**BID DOCUMENTS AND SPECIFICATIONS**

**WATER SYSTEM LEAK DETECTION AND  
SURVEY SERVICES**

FOR THE MUNICIPALITIES OF:

LOMBARD, WEST CHICAGO, WILLOWBROOK, ROSELLE and BURR RIDGE



**VILLAGE OF LOMBARD**  
**255 E. WILSON AVENUE**  
**LOMBARD, IL 60148**  
**630-620-5740**

## SCHEDULE OF PRICES

Submit 1 Original and 1 Electronic Copy (Flash Drive)

### Item A – Year One (2025)

Item No.	Items	Unit	Annual Price
1.	Village of Lombard	Year	\$52,725.00
2.	City of West Chicago	Year	\$41,684.10
3.	Village of Willowbrook	Year	\$13,090.05
4.	Village of Roselle	Year	\$32,775.00
5.	Village of Burr Ridge	Year	\$25,080.00
<b>Total Item A – Year One Costs</b>			<b>\$165,354.15</b>

### Item B – Year Two (2026)

Item No.	Items	Unit	Annual Price
1.	Village of Lombard	Year	\$54,575.00
2.	City of West Chicago	Year	\$43,146.70
3.	Village of Willowbrook	Year	\$13,549.35
4.	Village of Roselle	Year	\$33,925.00
5.	Village of Burr Ridge	Year	\$25,960.00
<b>Total Item B – Year Two Costs</b>			<b>\$171,156.05</b>

### Item C – Year Three (2027)

Item No.	Items	Unit	Annual Price
1.	Village of Lombard	Year	\$54,575.00
2.	City of West Chicago	Year	\$43,146.70
3.	Village of Willowbrook	Year	\$13,549.35
4.	Village of Roselle	Year	\$33,925.00
5.	Village of Burr Ridge	Year	\$25,960.00
<b>Total Item C – Year Three Costs</b>			<b>\$171,156.05</b>
<b>TOTAL COST OF ALL ITEMS</b>			<b>\$507,666.25</b>

## ANNUAL DISCOUNT IF ALLOWED TO STORE AT MUNICIPAL FACILITY

IF THE CONTRACTOR WILL UTILIZE SPACE AT A MUNICIPAL FACILITY TO STORE EQUIPMENT OVERNIGHT

Item No.	Items	% Annual Discount	
1.	Village of Lombard	0	%
2.	City of West Chicago	0	%
3.	Village of Willowbrook	0	%
4.	Village of Roselle	0	%
5.	Village of Burr Ridge	0	%



**Emergency Response Rate**

Item No.	Items	Unit	Rate
1.	Regular Hours – No Minimums	Per Hour	\$350.00
2.	After Hours – Minimum Two Hours	Two Hour Callout	\$1,395.00
3.	After Hours – Hourly Cost After Two Hour Minimum	Per Hour	\$350.00

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.

**NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the price shown any and all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33-E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Cara Lance Emerick

Company Name: M.E. Simpson Co., Inc.

Typed/Printed Name: Cara Lance-Emerick

Date: 3/6/2025

Title: CFO

Telephone Number: 800-255-1521

Email: caral@mesimpson.com

## **CONTRACTORS REFERENCES**

Please list below three (3) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

<b>Municipality:</b>	City of Joliet, IL
<b>Address:</b>	921 E Washington Street, Joliet, Illinois 60433
<b>Contact Person:</b>	Ms. Allison Swisher, P.E.
<b>Telephone Number:</b>	815.724.4230
<b>Dates of Service:</b>	05-13-2024 - 10-14-2024; M.E. Simpson has performed a leak survey for Joliet annually since 2008
<b>Award Amount:</b>	\$189,000.00

<b>Municipality:</b>	Village of Downers Grove, IL
<b>Address:</b>	5101 Walnut Ave, Downers Grove, IL 60515
<b>Contact Person:</b>	Mr. David Moody
<b>Telephone Number:</b>	630.434.5462
<b>Dates of Service:</b>	08-10-2024 - 10-26-2024; annually since 2011
<b>Award Amount:</b>	\$54,755.00

<b>Municipality:</b>	City of Batavia, IL
<b>Address:</b>	200 N Raddant Rd, Batavia, IL 60510
<b>Contact Person:</b>	Mr. Jeremy Barkei
<b>Telephone Number:</b>	630.454.2300
<b>Dates of Service:</b>	08-07-2024 - 10-09-2024; annually since 2020
<b>Award Amount:</b>	\$42,261.12

**DISQUALIFICATIONS OF CERTAIN BIDDERS - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

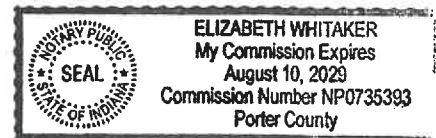
Carol Ann-Enrich

(Signature of Offeror if the Offeror is an Individual)  
(Signature of Partner if the Offeror is a Partnership)  
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 27<sup>th</sup> day of February, 2025

Notary Public Elizabeth Whitaker



## SUB-CONTRACTOR INFORMATION

N/A

Name:

# Years In Business:

Address:

# Years Used By Contractor  
Services Used By Sub-  
Contractor

Name:

# Years In Business:

Address:

# Years Used By Contractor  
Services Used By Sub-  
Contractor

Name:

# Years In Business:

Address:

# Years Used By Contractor  
Services Used By Sub-  
Contractor

Name:

# Years In Business:

Address:

# Years Used By Contractor  
Services Used By Sub-  
Contractor

Name:

# Years In Business:

Address:

# Years Used By Contractor  
Services Used By Sub-  
Contractor

## NON-COLLUSION AFFIDAVIT AND CERTIFICATION STATEMENT

Cara Lance-Emerick, being first duly sworn,

deposes and says that he is Chief Financial Officer  
(Partner, Officer, Owner, Etc.)

of M.E. Simpson Co., Inc.  
(Contractor)

By submission of the bid, each bidder and, in the case of a joint bid, each party to the joint bid, certifies as to his or her own organization, that, in connection with the bid:

- The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;
- Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition. Also, each bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33E-11]; and

Each person signing the bid shall certify that:

He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to subsection (b)(2)(G); or

- He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to subsection, and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to subsection.

Cara Lance-Emerick

(Signature of Offeror if the Offeror is an Individual)

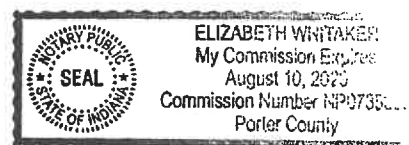
(Signature of Partner if the Offeror is a Partnership)

(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 27<sup>th</sup> day of February, 2025

Notary Public Elizabeth Whitaker



*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

## **TAX COMPLIANCE AFFIDAVIT**

Cara Lance-Emerick, being first duly sworn,

deposes and says that he is CFO  
(Partner, Officer, Owner, Etc.)

of M.E. Simpson Co., Inc.  
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Lombard because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

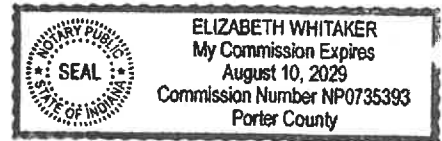
Cara Lance-Emerick

(Signature of Offeror if the Offeror is an Individual)  
(Signature of Partner if the Offeror is a Partnership)  
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 27<sup>th</sup> day of February, 2025

Notary Public Elizabeth Whitaker



*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

## **PARTICIPATION AFFIDAVIT**

Cara Lance-Emerick, being first duly sworn,

deposes and says, under penalties as provided in Section-109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Chief Financial Officer  
(Partner, Officer, Owner, Etc.)

of M.E. Simpson Co., Inc.  
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10.

Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

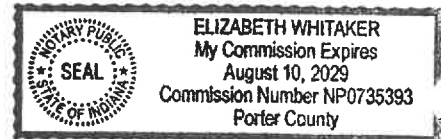
Cara Lance-Emerick

(Signature of Offeror if the Offeror is an Individual)  
(Signature of Partner if the Offeror is a Partnership)  
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 27<sup>th</sup> day of February, 2025

Notary Public Elizabeth Whitaker



*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*





# AIA<sup>®</sup> Document A310<sup>™</sup> - 2010

## Bid Bond

Bond No: CIC1957570B

### CONTRACTOR:

(Name, legal status and address)

M.E. Simpson Company Inc.  
3406 Enterprise Ave  
Valparaiso, IN 46383

### SURETY:

(Name, legal status and principal place of business)

Capitol Indemnity Corporation  
1600 Aspen Commons  
Middleton, WI 53562

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Lombard  
1051 S. Hammerschmidt Ave.  
Lombard, IL 60148

### BOND AMOUNT:

5% of total amount of bid not to exceed: Thirty Thousand, Four Hundred Sixty and 00/100 Dollars (\$30,460.00)

### PROJECT:

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

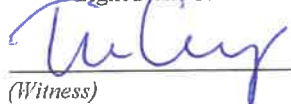
WATER SYSTEM LEAK DETECTION AND SURVEY SERVICES  
Lombard, West Chicago, Willowbrook, Roselle, & Burr Ridge, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and Severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this 6th day of March, 2025

  
(Witness)

M.E. Simpson Company Inc.

(Principal)  (Seal)

(Title) Cara Lance-Emerick, CFO

Capitol Indemnity Corporation

(Surety)  (Seal)

(Title) Jeremy J. Crawford, Attorney-In-Fact





**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1957570B

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JEREMY J. CRAWFORD; WILLIAM J. NEMEC; MICHAEL D. WILLIAMS-----

its true and 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

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

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 **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

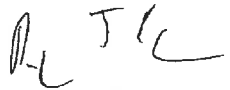
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company, the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, 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 the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

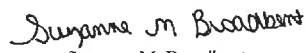
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

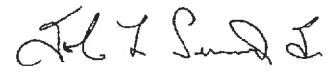
Attest:

  
Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

  
Suzanne M. Broadbent  
Assistant Secretary

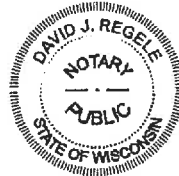


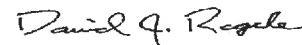
CAPITOL INDEMNITY CORPORATION

  
John L. Sennott, Jr.  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, 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.





David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 6th day of March, 2025





Andrew B. Diaz-Matos  
Senior Vice President, General Counsel and Secretary