



July 30, 2019

Lydia Simrayh
Construction Analyst
Indiana, Illinois, Iowa Foundation for Fair Contracting
6170 Joliet Rd., Suite 200
Countryside, IL 60525

VIA EMAIL – lsimrayh@iiffc.org

Re: FOIA Request dated July 25, 2019 and received July 25, 2019

Subject: Requesting the following information regarding the Fox Chase Elementary School playground project that was awarded to Hacienda Landscape:

1. Please provide copies of the bid packages/bonds.

Dear Ms. Simrayh:

This letter will serve as Oswego Community Unit School District 308's response to your July 25, 2019 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #19-37*.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

Mary Anne Buckley

Mary Anne Buckley
Freedom of Information Officer

BIDDING & CONTRACT REQUIREMENTS

Section 00300 - Bid Form

BID TO: Community Unit School District 308 (hereinafter "School District")
4175 Rt. 71
Oswego, IL 60543

BID FROM: Hacienda Landscaping, Inc.
Company Name of Bidder

(A) Individual ☐
(B) Partnership ☐
(C) Corporation ☒

17840 Grove Rd.
Street Address

Minooka, IL 60447
City State Zip

**BID FOR: FOX CHASE ELEMENTARY SCHOOL
PLAYGROUND RENOVATIONS**

A. THE UNDERSIGNED

1. The undersigned bidder having become familiar with the local conditions affecting the cost of the work herein concerned including visiting the site, and with the "contract documents" pertaining to said work, said contract documents including: Advertisement for Bids, Instructions to Bidders, this Bid Form, Certifications, General Conditions, Plans and Details, Specifications, Sections: 02800 (Site Improvements) for such work and all authorized addenda, issued thereto as prepared by the Oswegoland Park District (Park District) or the School District hereby proposes to perform everything required to be performed and to furnish all labor, materials, tools, equipment, and all services necessary to perform and complete in a satisfactory and workmanlike manner, all the work described herein, all in accordance with said "contract documents."
2. The bidder hereby acknowledges the receipt of the following addenda, if any, distributed by the School District:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

B. BID STIPULATIONS

1. The bidder understands that it is the intent of the School District to award one general contract for the work described herein. Bidders must quote on all items called for in the bid form.

2. The School District reserves the right to add to or deduct from item quantities herein set forth or to delete total items as its best interest may be served, in which event the "contract base bid total" will be altered in accordance with the increase or decrease of the item description or descriptions affected.
3. If adjustments are required in the work, including increases or decreases in the amount of items shown in the Contract Drawings, those adjustments shall be made according to the "General Conditions" of the contract for construction.
4. All unit prices will be held until final quantities are determined.
5. The bid used in awarding the contract shall be the "Contract Base Bid Total" unless alternates are selected. The contract will be awarded within sixty (60) days after the date of opening of bids; however, the School District reserves the right to reject any and all bids submitted.
6. The School District shall have the right to accept any of the alternates listed (if any) for a period of sixty (60) days from the date of the opening of the bids at no increase in cost of the alternates as proposed.
7. If the School District decides on an alternate or a combination of alternates, those totals will be subtracted or added to the bidder's contract base bid total to determine a new "Contract Base Bid Total" for an award.

C. APPROVED EQUALS

1. Materials, equipment, products and accessories for the "Contract Base Bid" shall conform to all items specified herein. If the bidder wishes to deviate from the plans and specifications and submit an "approved equal" for specified materials, equipment, products and accessories, the bid submitted with an "approved equal" item(s) will not be accepted unless the following procedures are followed:
 - a. Bidders desiring to submit an "approved equal" must notify the Park District and supply the manufacturer's shop drawings and specifications for the item(s) a minimum of five (5) working days prior (**2/7/19**) to the day of the bid opening.
 - b. The Park District shall review and make a determination if any and or all proposed "approved equals" meet the plans and specifications for the item.
 - c. If it is determined that the proposed "approved equals" meet the plans and specifications of the item, the School District shall issue an addendum to all registered bidders no later than two (2) working days prior to the day of the bid opening to allow them the opportunity to include that "approved equal" with their bid.
 - d. Bids submitted without pre-approved "approved equals" shall not be considered.
2. The Park District's and School District's decision as to equality, merit and quality of an "approved equal" will be final.

SCHOOL DISTRICT 308 BID WORKSHEET
FOX CHASE ELEMENTARY SCHOOL PLAYGROUND RENOVATIONS

Contractor's Name: Hacienda Landscaping, Inc.
Phone Number: (815) 782-6493
Fax Number: N/A
Email Address: hacienda5779@yahoo.com

PROJECT TITLE: Fox Chase Elementary School Playground Renovations

PROJECT LOCATION: Oswego, Illinois, Kendall County

PRE-BID MEETING: February 7, 2019 at 10:30 a.m.

BID DUE DATE: February 12, 2019 10:30 a.m.

E. BASE BID

- 1 All unit prices shall include mobilization, overhead, and profit.
- 2 As stipulated in the Instructions to Bidders, any errors, changes, omissions, additions or deletions made to the Item, Quantity, Unit, Unit Price, Extended Price of Contract Base Bid Total of the Bid Form may result in the rejection of the bidder's bid proposal.
- 3 In accordance with the plans, specifications, and contract documents, the bidder submits the following unit prices, extended prices, subtotals (all for the School District's information and change orders), contract base bid total and alternate bids (if any) to furnish all materials, equipment and labor necessary to assemble, install or construct the following:

| Item | Construction Staging | Unit | Qty | Unit Price | Extended Price |
|--------------------------|--|-------|-------|------------|----------------|
| 1 | Furnish certificate of insurance and required bonds per contract documents | LS | 1 | Lump Sum | \$ 0500.00 |
| 2 | Furnish, install, and maintain 6' temporary chain link construction fence with 1 locking double swing gate with necessary barricades and signs, and remove upon project completion | LF | 830 | \$ 4.00 | \$ 3320.00 |
| 3 | Furnish, install, and maintain silt fence, and remove upon project completion | LF | 20 | \$ 3.00 | \$ 60.00 |
| KINDERGARTEN AREA | | | | | |
| Item | Excavation and Demolition | Unit | Qty | Unit Price | Extended Price |
| 4 | Remove existing concrete footings of playground equipment including offsite disposal | 1 | LS | Lump Sum | \$ 2000.00 |
| 5 | Full depth excavation of existing wood mulch bed within the existing playground and place in a pile off to the side for OPD staff to haul away. | Sq Yd | 1,090 | \$ 0.75 | \$ 817.50 |
| 6 | Backfill playground footing holes with existing pea gravel. Re-use remaining aggregate as base for new playground surfacing. | 1 | LS | Lump Sum | \$ 100.00 |
| 7 | Remove existing site amenities & footings including offsite disposal | 1 | LS | Lump Sum | \$ 400.00 |
| 8 | Fine grade and shape playground subgrade for positive drainage | Sq Yd | 1,090 | \$ 0.50 | \$ 545.00 |
| 9 | Remove existing concrete at Kindergarten entrance including offsite disposal. | Sq Ft | 500 | \$ 3.00 | \$ 1500.00 |

SCHOOL DISTRICT 308 BID WORKSHEET
FOX CHASE ELEMENTARY SCHOOL PLAYGROUND RENOVATIONS

| Item | Playground Equipment | Unit | Qty | Unit Price | Extended Price |
|------|---|-------|-------|------------------------------|----------------------|
| 10 | Furnish and install Landscape Structures Kindergarten composite play structure | EA | 1 | \$ 79,000 | \$ 79,000.00 |
| 11 | Furnish and install Landscape Structures Topsy Turny Spinner ground component | EA | 1 | \$ 5,800 | \$ 5,800.00 |
| 12 | Furnish and install Landscape Structures Double Jig Jag Climber ground component | EA | 1 | \$ 4,248 | \$ 4,248.00 |
| 13 | Furnish and install double bay Friendship Swing with single post | EA | 1 | \$ 7,000 | \$ 7,000.00 |
| 14 | Furnish and install Landscape Structures 8 place single post swings | EA | 1 | \$ 5,880 | \$ 5,880.00 |
| 15 | Furnish and install Landscape Structures 4 place single post swings | EA | 1 | \$ 5,880 | \$ 5,880.00 |
| 16 | Furnish and install Wabash Valley Camden 6' bench, surface mounted, horizontal slat, Color: Gray | EA | 2 | \$ 1,344 | \$ 2,688.00 |
| 17 | Relocate existing buddy bench | EA | 1 | Lump Sum | \$ 300.00 |
| 18 | Furnish and install Wabash Valley Urbanscape Trash Cans, surface mounted, horizontal slat, w/ dome top, Color: Gray | EA | 1 | \$ 1,200.00 | \$ 1,200.00 |
| 19 | Furnish and install Madrax U24 bike racks, surface mounted, Color: Powder Coated Platinum | EA | 3 | \$ 210.00 | \$ 630.00 |
| | | | | | |
| Item | Safety Surfacing | Unit | Qty | Unit Price | Extended Price |
| 20 | Furnish and install geotextile fabric on top of pea gravel base for wood fiber. | Sq Yd | 1,090 | \$ 1.50 | \$ 1,635.00 |
| 21 | Furnish and install new pea gravel base for wood fiber surfacing | Cu Yd | 120 | \$ 60.00 | \$ 7,200.00 |
| 22 | Install 12" thick engineered wood fiber safety surfacing. | Sq Yd | 355 | \$ 30.00 | \$ 10,650.00 |
| | | | | | |
| Item | Paving | Unit | Qty | Unit Price | Extended Price |
| 23 | Install ADA accessible concrete paving according to plans and specifications | Sq Ft | 500 | \$ 8.00 | \$ 4,000.00 |
| 24 | Install 8" concrete barrier curb according to plans & specifications | LF | 30 | \$ 30.00 | \$ 900.00 |
| | | | | Kindergarten Subtotal | \$ 152,253.50 |

ELEMENTARY AREA

| Item | Excavation and Demolition | Unit | Qty | Unit Price | Extended Price |
|------|--|------|-----|------------|----------------|
| 25 | Remove existing concrete footings of playground equipment including offsite disposal | 1 | LS | Lump Sum | \$ 2,000.00 |

SCHOOL DISTRICT 308 BID WORKSHEET
FOX CHASE ELEMENTARY SCHOOL PLAYGROUND RENOVATIONS

| | | | | | |
|-------------|---|-------------|------------|----------------------------|-----------------------|
| 26 | Full depth excavation of existing wood mulch bed within the existing playground and place in a pile off to the side for OPD staff to haul away. | Sq Yd | 1,160 | \$ 0.75 | \$ 870.00 |
| 27 | Backfill playground footing holes with existing pea gravel. Re-use remaining aggregate as base for new playground surfacing. | Sq Yd | 1,160 | \$ 0.10 | \$ 116.00 |
| 28 | Remove existing site amenities & footings including offsite disposal | 1 | LS | Lump Sum | \$ 500.00 |
| 29 | Fine grade and shape playground subgrade for positive drainage | Sq Yd | 1,160 | \$ 0.50 | \$ 580.00 |
| 30 | Excavate soil to 9" depth for concrete pad including onsite disposal | Cu Yd | 2 | \$ 60 | \$ 120.00 |
| | | | | | |
| Item | Playground Equipment | Unit | Qty | Unit Price | Extended Price |
| 31 | Furnish and install Landscape Structures Elementary composite play structure | EA | 1 | \$ 99,800 | \$ 99,800.00 |
| 32 | Furnish and install double bay Oodle Swing | EA | 1 | \$ 12,078 | \$ 12,078.00 |
| 33 | Furnish and install Landscape Structures 8 place single post swings | EA | 2 | \$ 6700 | \$ 13,400.00 |
| 34 | Furnish and install Wabash Valley Camden 6' bench, surface mounted, horizontal slat, Color: Gray | EA | 3 | \$ 1344 | \$ 4032.00 |
| 35 | Furnish and install Wabash Valley Kentland picnic table, surface mounted, horizontal slat, Color: Gray | EA | 1 | \$ 2907 | \$ 2907.00 |
| 36 | Furnish and install Wabash Valley Urbanscape Trash Cans, surface mounted, horizontal slat, w/ dome top, Color: Gray | EA | 2 | \$ 1200 | \$ 2400.00 |
| 37 | Furnish and install Madrax U24 bike racks, surface mounted, Color: Powder Coated Platinum | EA | 3 | \$ 210 | \$ 630.00 |
| | | | | | |
| Item | Safety Surfacing | Unit | Qty | Unit Price | Extended Price |
| 38 | Furnish and install geotextile fabric on top of pea gravel base for wood fiber. | Sq Yd | 1,160 | \$ 1.50 | \$ 1740.00 |
| 39 | Furnish and install new pea gravel base for wood fiber surfacing | Cu Yd | 130 | \$ 60 | \$ 7800.00 |
| 40 | Install 12" thick (compacted) engineered wood fiber safety surfacing. | Cu Yd | 390 | \$ 30 | \$ 11,700.00 |
| | | | | | |
| Item | Paving | Unit | Qty | Unit Price | Extended Price |
| 41 | Install ADA accessible concrete paving according to plans and specifications | Sq Ft | 77 | \$ 8 | \$ 616.00 |
| | | | | Elementary Subtotal | \$ 161,289.00 |

SCHOOL DISTRICT 308 BID WORKSHEET
FOX CHASE ELEMENTARY SCHOOL PLAYGROUND RENOVATIONS

BASE BID TOTAL:

\$ 313,542.50

IN WORDS:

three hundred thirteen thousand five hundred forty two dollars
and fifty cents

F. ALTERNATE BID (OMIT)

In accordance with the plans, specifications, and contract documents, the bidder submits the following alternate bid unit prices and extended prices to furnish all materials, equipment and labor necessary to assemble, install or construct the following:

G. CONTINGENCY BID (OMIT)

In accordance with the plans, specifications, and contract documents, the bidder submits the following contingency bid unit prices to furnish all materials, equipment and labor necessary to assemble, install or construct the following:

H. BIDDER'S MATERIALS, EQUIPMENT, & PRODUCTS SUBSTITUTION BID

"APPROVED EQUAL"

The School District will review and decide on the proposed substitutions (according to the plans and specifications) as to their equality, quality and merit. To be considered for an "approved equal" the procedures in Section C. APPROVED EQUALS of this Bid Form (Pages 2,3) shall be followed.

| Item | Item Specified/Proposed Substitution | Unit | Qty | Unit Cost | Total |
|------|--------------------------------------|------|-----|-----------|-------|
| 1 | None | | | \$ | \$ |
| 2 | None | | | \$ | \$ |

I. SUBCONTRACTORS AND BIDDERS RESPONSIBILITY:

1. The general contractor of this project cannot sub-let more than 25% of the dollar amount of this contract to subcontractors.
2. It shall be understood that the bidder's bid shall include full responsibility for coordination, expediting, management of payment request and general administration of his/her subcontractors.
3. The bidder herewith submits a list of subcontractors complete for each trade, and contract breakdown, relative to the work to be performed hereunder and agrees that if selected contractor, hereunder bidder will promptly confer with the School District's agents on the question of such sub-bidders bidder proposes to use, including submission of their qualifications.
4. It is agreed that the School District may substitute for any proposed sub-bidder for the subtrade against whose standing and ability the bidder makes no objection in writing, and that bidder will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this bid proposal, the unit, total and the alternate contract prices being adjusted to conform thereto.

| | <u>SUBCONTRACTOR</u> | <u>CLASSIFICATION OF WORK</u> | <u>AMOUNT OF SUBCONTRACT</u> |
|----|----------------------|-----------------------------------|----------------------------------|
| 1. | <u>NIA</u> | | |
| | Name | | |
| | Address | | |
| | City State Zip | | |
| 2. | | | |
| | Name | | |
| | Address | | |
| | City State Zip | | |
| 3. | | | |
| | Name | | |
| | Address | | |
| | City State Zip | | |

J. EQUAL OPPORTUNITY POLICIES

1. For the entire duration of contractors work under the contract, this bidder shall conform to the federal and state statutes on equal opportunity and fair employment, and to all valid rules and regulations now or hereafter issued pursuant thereto. Such laws shall include, but are not limited to, the Illinois Human Rights Act, Ill.Stat., 775 ILCS 5/2 et seq and an act to prohibit discrimination, etc., Ill. Rev. Stat., 775 ILCS 10/2-8. The bidder shall require all subcontractors (if any) to conform with said statutes and regulations, and bidder agrees to indemnify School District for any and all violations of said statutes and regulations by bidder, his/her subcontractors, and/or anyone working through or on behalf of bidder or bidder's subcontractor.
2. Also during the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this nondiscrimination clause.
 - b. Comply with the procedures and requirements of the Department's regulation concerning equal employment opportunities and affirmative action.
 - c. Provide such information and assistance with respect to employees and applicants for employment as the Department may reasonably request.
 - d. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.
 - e. The contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

K. EMPLOYMENT AND PREVAILING WAGE LAWS

1. Contractors will be required to comply with all laws, including those relating to the

employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic need to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work (including, but not necessarily limited to Ill.Rev.Stat. ch. 48, pars. 39n - 39s, "Wages of Employees on Public Works") as ascertained by the Department of Labor for Kendall County, Illinois shall be paid for each craft or type of worker needed to execute the contract or to perform such work. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol/rates/rates.htm>

2. The Contractor shall require all subcontractors (if any) to conform with said laws, and Contractor agrees to indemnify School District for any and all violations of said laws and any rules and regulations now or hereafter issued pursuant to said laws by Contractor, his subcontractor, and/or anyone working through or on behalf of Contractor or Contractor's subcontractors.
3. The Contractor shall prominently post the current schedule of prevailing wages at the contract site and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the contractor and not at the expense of the School District. The contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work.
4. Contractor shall be solely responsible for complying with the Substance Abuse Prevention on Public Works Act as it amends the Prevailing Wage Act, and prior to commencing work, shall file a copy of the required written Substance Abuse Prevention Program with the School District.
5. While participating on public works, the contractor and each subcontractor shall:
 - a. Make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
 - b. **Submit a certified payroll** to the School District with each pay request. The certified payroll shall consist of a complete copy of the records identified in paragraph (a).

The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B

misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor.

- c. Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in this Section to the School District its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

L. BACKGROUND CHECKS

1. All on-site personnel of Contractor, Subcontractors and Suppliers must pass a background check, performed by the School District or by an outside agency of the School District's choosing.
 - a. At least 7 days prior to a Contractor, Subcontractor or Supplier employee being present on the jobsite, provide School District with employee's full name, date of birth, address, and social security number to allow the School District to conduct a background check on the individual using the form provided by the School District.
 - b. Prior to allowing employee to come to the jobsite, await School District's receipt of background check results and written confirmation from School District that employee is permitted to be on site.

M. NO SMOKING POLICY

1. No smoking or tobacco products are allowed on school district property at any time during this project.

N. CONTRACT

1. Upon acceptance of this bid by the School District, the bidder agrees, upon notification by School District of such acceptance, that bidder will execute and deliver back to the School District a contract in the form of the American Institute of Architects, Doc. A101, 2007 edition, "Standard Form of Agreement Between School District and

Contractor," in such amended form as prepared by the School District's legal counsel. Said contract shall incorporate by reference all "Contract Documents" as defined in Section II of the "General Conditions".

O. PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND

1. The successful bidder must furnish a performance, labor and material payment bond in accordance with the provisions of the Public Construction Bond Act 30 ILCS 550/1, as amended, in relation to bonds of contractors entering into contracts for public

construction with good and sufficient sureties approved by the School District. The performance, labor and material payment bond must be in the form of an AIA A312-2010 edition or substantially similar.

2. Such bond shall be in the amount of 100% of the contract amount and shall provide, among other conditions, for completion of the subject contract and for the payment of material used in such work, whether by subcontractor or otherwise. Said Act provides that such bond will be deemed to contain certain stated provisions as outlined in said Act.

NOTE: Said Act requires that such a bond must be supplied to the School District by the successful bidder. Cash or letters of credit will not suffice.

3. Contractor must submit the bond rating of the surety for the current year to the School District for approval. The rating shall be at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency, with a financial size category of at least \$500 million and be licensed for the State of Illinois. The owner reserves the right to request substitute surety, dismiss the contractor, or waive requirements herein to the School District's and the Park District's best interests.
4. The successful bidder shall also set forth in said performance bond such provisions as will guarantee the faithful performance of the prevailing wage clause as set forth in the "Instructions to Bidders", the "Bid Form" and as set forth in Section IV of the "General Conditions" as required by the Illinois Revised Statutes.

P. INSURANCE

1. The contractor and all subcontractors shall keep in force at all times during the performance of this contract insurance and as required herein. Contractor shall not commence work under the contract until all the required insurance has been obtained, approved and until the School District has been furnished with Certificates of Insurance in duplicate stating that such policies will not be cancelled, transferred or terminated prior to their stated expiration date, except upon ten (10) days prior written notice to the School District.
2. The contractor shall not allow any sub-contractor to commence work on any sub-contract until similar insurance required of the subcontractor as required by this contract has been obtained, approved and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the School District with a rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency, with a financial size category of at least \$500 million and shall be of the following kinds and with at least the following limits of coverage.
3. The successful bidder and their subcontractors will be required to name the Oswegoland Park District and Community Unit School District 308 as "co-insured" and the policy shall include an endorsement. The successful bidder will be required to purchase additional insurance for this project if his limits are not the minimum specified.

4. Comprehensive General Liability Including Contractual Liability Insurance: Contractor shall maintain comprehensive general liability insurance, including contractual liability insurance covering the liability of the contractor under the "Hold Harmless and Indemnification" provisions of Section III, paragraph A of the General Conditions, and "explosion, collapse and underground" insurance in at least the following limits:

| | | | |
|----|-------------------|-------------------|-------------|
| a. | General Liability | Each occurrence | \$1,000,000 |
| | | General aggregate | \$2,000,000 |

5. Comprehensive Automobile Liability Insurance: Contractor shall maintain comprehensive automobile liability insurance covering all vehicles incident to the contractor's work, whether at the site or elsewhere, in at least the following limits:

| | | | |
|----|----------------|---------------|-------------|
| a. | Bodily Injury: | Each person | \$1,000,000 |
| | | Each accident | \$1,000,000 |

| | | | |
|----|------------------|---------------|-------------|
| b. | Property Damage: | Each accident | \$1,000,000 |
|----|------------------|---------------|-------------|

6. Comprehensive Umbrella Liability Policy: In addition to the minimum limits stated above, the contractor shall maintain a comprehensive umbrella liability policy in at least the following limits:

| | | |
|----|---------------|-------------|
| a. | Each accident | \$2,000,000 |
|----|---------------|-------------|

7. Worker's Compensation and Employer's Liability Insurance: Worker's compensation insurance with limits as prescribed by the laws of the state in which the site is located and employer's liability insurance with minimum limits of \$500,000.

Q. SCHEDULE, STARTING AND COMPLETION DATES

1. *If this bid is accepted by the School District, the bidder agrees to the following:*

- a. *Work shall commence on **Monday, June 3, 2019***
- b. *Contractor will coordinate with School District and Kids Around the World to remove the playground equipment. The Contractor is to set up the construction fence before Kids Around the World starts the removals.*
- c. *All work shall be completed by **Friday, August 2, 2019***

DATED THIS 08 DAY OF February 2019.

Hacienda Landscaping, Inc.
Company Name of Bidder (Print)

- A) Individual ☐
B) Partnership ☐
C) Corporation ☒


Full Name of Bidder (Signature)

Maria Guzman
Full Name of Bidder (Print)

President
Official Title

17840 Grove Rd.
Street Address

Minooka, IL 60447
City State Zip

(815) 782-6493
Telephone

hacienda5779@yahoo.com
Email

If Corporation:

Attest:

Nohemi Orliga
Name

Secretary
Title

(Seal if Corporation)

(If partnership or corporation, please designate the title of person signing.
Example: If partnership, state "partner"; if corporation, state name of office signer holds.)

BIDDING & CONTRACT REQUIREMENTS
Section 00400 – Certifications

A. The following documents shall be completed, signed and submitted with the bid form:

| | <u>Page</u> |
|---|-------------|
| a. Prevailing Wage Affidavit | 2 |
| b. Insurance Requirements | 3 |
| c. Certificate of Compliance Freedom of Information Act | 7 |
| d. Certificate of Compliance Drug Free Workplace Act | 8 |
| e. Certificate of Compliance IL Human Rights Act | 10 |
| f. Certifications | 11 |
| g. Smoking/Tobacco Policy | 13 |
| h. References and Jobs of Similar Scope | 14 |

PREVAILING WAGE AFFIDAVIT

I, Maria Guzman on oath hereby state and certify that
President
Hacienda Landscaping, Inc. pursuant to a contract dated Feb 08, 2019
Company

with Community Unit School District 308, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for Will and/or Kendall County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker needed to execute the aforesaid contract or to perform such work.

[Signature]
Signature

Feb 08, 2019
Date

Subscribed and sworn to before me

this 08 day of February, 2019.

[Signature]
Notary Public

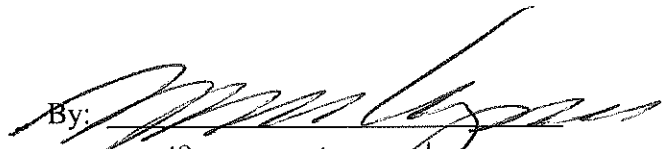


| |
|--|
| <p>INSURANCE REQUIREMENTS</p> |
|--|

INSURANCE – The contractor and subcontractor shall maintain during the progress of the Work, and if required to return during the warranty period, insurance with the minimum limits and coverages as shown below or, if higher, the requirements set forth in prime contract documents:

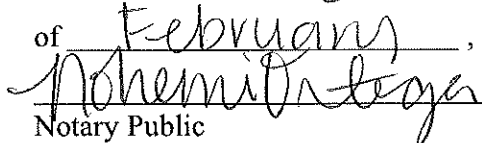
- (A) **WORKERS COMPENSATION** meeting the statutory requirements of the State in which the work is to be performed and containing Employers Liability insurance in an amount of \$500,000 for each insured limit. A **waiver of subrogation** in favor of **COMMUNITY UNIT SCHOOL DISTRICT 308** and **OSWEGOLAND PARK DISTRICT** shall be provided.
- (B) **COMMERCIAL GENERAL LIABILITY** insurance providing limits of \$1,000,000 each occurrence and \$2,000,000 aggregate (Per Project). The policy must include **COMMUNITY UNIT SCHOOL DISTRICT 308** and **OSWEGOLAND PARK DISTRICT** as additional insured and others if required in a prime contract. Coverage provided for the additional insureds shall be on a primary and noncontributory basis. Coverage must include premises/operations, independent contractors, products/completed operations and contractual liability. Coverage shall be provided on the latest edition of ISO Form CG 0001 or equivalent (General Liability) and ISO Forms CG 2010 07/04 and CG 2037 07/04 or equivalent (Additional Insured). All exclusionary endorsements attached to these forms must be indicated on the certificate of insurance. A waiver of subrogation in favor of **COMMUNITY UNIT SCHOOL DISTRICT 308** (School District) and **OSWEGOLAND PARK DISTRICT** (Park District) shall be provided.
- (C) **COMMERCIAL AUTOMOBILE LIABILITY** insurance providing coverage on all owned, non-owned and hired vehicles with limits and endorsements equal to (B) above.
- (D) **COMMERCIAL UMBRELLA LIABILITY** insurance with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate providing excess coverage over (A), (B) and (C) above **including the additional insured and waiver of subrogation requirements (follow form)**.
- (E) A certificate of insurance, on an approved form, must be delivered to the **SCHOOL DISTRICT** prior to commencing the work and must state that coverage will not be altered, cancelled or allowed to expire without 30 days **written notice** to the **SCHOOL DISTRICT**.

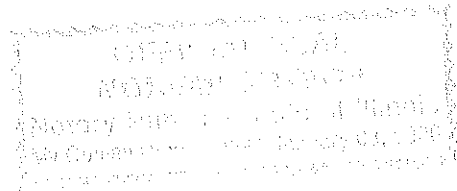
- (F) It is agreed that the contractor and subcontractor shall purchase and maintain property insurance for material and equipment used on the jobsite. It is further agreed that the contractor and subcontractor shall have **no recourse** or rights of subrogation for loss or damage to any such property from **SCHOOL DISTRICT, PARK DISTRICT** or any other party to the prime contract.
- (G) **Equivalent insurance coverage must be obtained from each of your subcontractors or suppliers**, if any, before permitting them on any job site. Otherwise, their protection must be included within your insurance policies.
- (H) It is understood and agreed that authorization is hereby granted to **SCHOOL DISTRICT** to withhold payments to the contractor and/or contractor and subcontractor until a properly executed certificate of insurance is delivered.
- (I) Contractor and subcontractor agrees to maintain the above insurance for the benefit of the **SCHOOL DISTRICT** and **PARK DISTRICT** for a **period of two years** or the expiration of the statute of limitations, whichever is greater.

By: 
Title: President

SUBSCRIBED AND SWORN TO

before me this 08 day
of February, 2019.


Notary Public





**CERTIFICATE OF COMPLIANCE
FREEDOM OF INFORMATION ACT**
5 ILCS 140/1 et seq.

Hacienda Landscaping, Inc., the Contractor under a certain contract dated February 08, 2019 with Community Unit School District 308 (District) for Fox Chase Elementary School Playground Renovations hereby certifies that the Contractor agrees to maintain all records and documents for projects of the District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq.

In addition, Contractor shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the District and if possible, the District shall request an extension so as to comply with the Act.

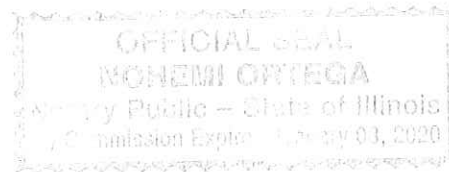
In the event that the District is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, the Contractor shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

By: [Signature]
Title: President
Date: February 08, 2019

SUBSCRIBED AND SWORN TO

before me this 08 day
of February, 2019.

[Signature]
Notary Public





**CERTIFICATE OF COMPLIANCE
DRUG FREE WORKPLACE ACT**

Illinois Revised Statutes
1991, Ch. 127, Sec. 132.311 et seq.

Hacienda Landscaping, Inc., the Contractor under a certain contract dated February 8, 2019 with COMMUNITY UNIT SCHOOL DISTRICT 308 (School District) for Fox Chase Elementary School Playground Renovations hereby certifies that said Contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A. Publishing a statement:

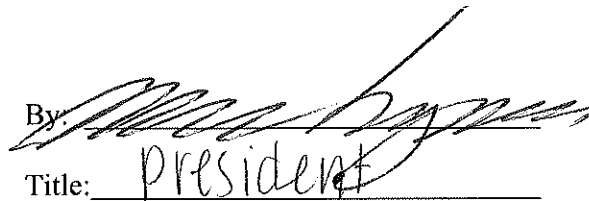
1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the contractor's policy of maintaining a drug free workplace;
3. any available drug counseling, rehabilitation, and employee assistance programs; and
4. the penalties that may be imposed upon employees for drug violations.

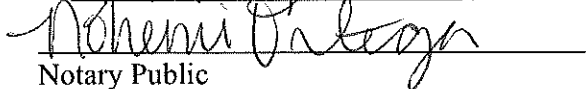
C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

- D. Notifying the School District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 - 1. Take appropriate personnel action against such employee up to and including termination; or
 - 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

By: 
Title: President

SUBSCRIBED AND SWORN TO

before me this 08 day
of February, 2019.


Notary Public





**CERTIFICATE OF COMPLIANCE
ILLINOIS HUMAN RIGHTS ACT
ON SEXUAL HARASSMENT
775 ILCS 5/2 - 105**

Hacienda Landscaping, Inc., the Contractor under a certain contract dated February 08, 2019 with COMMUNITY UNIT SCHOOL DISTRICT 308 for Fox Chase Elementary School Playground Renovations hereby certifies that said Contractor shall, as a condition of the aforesaid contract, certify that there is available a written company sexual harassment policy that includes, at a minimum, the following information:

1. the illegality of sexual harassment
2. the definition of sexual harassment under State law
3. a description of sexual harassment using examples
4. the Contractor's internal complaint policies and procedures including penalties
5. the legal recourse, investigation, and complaint process available through the IL. Dept. of Human Rights and the Human Rights Commission and directions on how to contact both, and
6. protection against retaliation as provided by Section 6-101 of the IL. Human Rights Act.

A copy of this policy shall be provided to the IL. Dept. of Human Rights upon request.

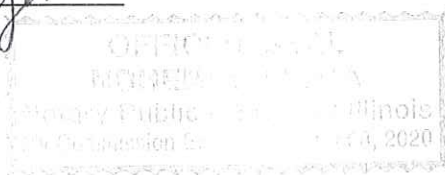
By: 

Title: President

SUBSCRIBED AND SWORN TO

before me this 8 day of February, 2019.


Notary Public



CERTIFICATION BY BIDDER

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Hacienda Landscaping, Inc.
Name of Bidder (Please Print)

[Signature]
Submitted by (Signature)

President.
Title

The undersigned hereby certifies that the Bidder is in compliance with the Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Right Act as amended under Compliance with Legislation in Instructions to Bidder.

Hacienda Landscaping, Inc.
Name of Bidder (Please Print)

[Signature]
Submitted by (Signature)

President
Title

The undersigned hereby certifies he has read, understands, and agrees that acceptance by Oswego Community Unit School District 308 of the Bidder's offer by issuance of a Purchase Order (specifications and bidding conditions contained or reference therein) will create a binding contract.

Hacienda Landscaping, Inc.
Name of Bidder (Please Print)

[Signature]
Bid submitted by (Signature)

17840 Grove Rd.
Address

President
Title

(815) 782-6493
Phone Number

Feb 08, 2018
Date



COMMUNITY UNIT
SCHOOL DISTRICT

World Class Schools. Serving Our Community.

The company shall at all times observe and comply with all law, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract and in particular any such laws pertaining to safety. It shall be mandatory that the contractor will not discriminate against members of the public, any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry age, marital status, physical or mental impairment unrelated to ability, or unfavorable discharge from military service; and further that he will comply with all the provisions of the Illinois Fair Employment Practices Commission as required by the rules and regulations for public contracts.

Hacienda Landscaping, Inc.
Name of Bidder (Please Print)

[Signature]
Submitted by (Signature)

President
Title



OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308 SMOKING/TOBACCO POLICY

THE USE OF TOBACCO BY ANY SCHOOL PERSONNEL, STUDENT, OR OTHER PERSON IS PROHIBITED ON THE SCHOOL PROPERTY OF OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308 WHEN SUCH PROPERTY IS BEING USED FOR ANY SCHOOL PURPOSES. THIS PROHIBITION WILL APPLY TO SUCH PROPERTY BEFORE, DURING, AND AFTER THE REGULAR SCHOOL DAY AND ON DAYS WHEN SCHOOL IS NOT IN SESSION.

THE TERM "TOBACCO" WILL MEAN CIGARETTES, CIGARS, PIPES, OR TOBACCO IN ANY FORM INCLUDING SMOKELESS TOBACCO WHICH IS MAY LOOSE, CUT, SHREDDED, GROUND, POWDERED, COMPRESS OR LEAF TOBACCO THAT IS INTENDED TO BE PLACED IN THE MOUTH WITHOUT BEING SMOKED.

"SCHOOL PROPERTY" WILL INCLUDE, WITHOUT LIMITATION, ANY AREA WITHIN A BUILDING OR OTHER INDOOR FACILITY USED FOR SCHOOL PURPOSES, AND THE AREAS OUTSIDE OF SUCH BUILDINGS AND FACILITIES, WHETHER OWNED, LEASED OR CONTRACTED FOR BY THE DISTRICT.

"SCHOOL PURPOSES" WILL INCLUDE ALL EVENTS, ACTIVITIES OR OTHER USES OF SCHOOL PROPERTY THAT THE BOARD OR THE OFFICIALS OF THE DISTRICT AUTHORIZE OR PERMIT THEREON, INCLUDING WITHOUT LIMITATION, ALL INTERSCHOLASTIC OR EXTRA-CURRICULAR ATHLETIC, ACADEMIC OR OTHER EVENTS SPONSORED BY THE BOARD OR IN WHICH PUPILS OF THE DISTRICT PARTICIPATE.

THE ACTION IS BEING TAKEN IN COMPLIANCE WITH THE ILLINOIS SCHOOL CODE, SECTION 10-20.5B; GOAL 2000: EDUCATE AMERICA ACT, PART C, (THE "PRO-CHILDREN ACT OF 1994").

Hacienda Landscaping, Inc.

Name of Bidder (Please Print)

Submitted by (Signature)

President

Title

| |
|---|
| REFERENCES AND JOBS OF SIMILAR SCOPE |
|---|

Project References: List the projects of this type and size that your organization has completed within the past five (5) years or provide your own form with the following information. The Owner will use this information to verify the bidder's references.

| | <u>Project-Type of Work</u> | <u>Contract Amount</u> | <u>% Completed by Own Forces</u> | <u>Date Completed</u> |
|----|-------------------------------------|------------------------|--------------------------------------|---------------------------|
| 1. | Please see our attached references. | | | |
| | Location: _____ | | | |
| | Owner or agent for the project: | | | |
| | _____ | _____ | | |
| | Company | Contact Person/Title | | |
| | _____ | _____ | | |
| | Street | Phone | | |
| | _____ | _____ | | |
| | City/State/Zip | | | |
| 2. | _____ | _____ | _____ | _____ |
| | Location: _____ | | | |
| | Owner or agent for the project: | | | |
| | _____ | _____ | | |
| | Company | Contact Person/Title | | |
| | _____ | _____ | | |
| | Street | Phone | | |
| | _____ | _____ | | |
| | City/State/Zip | | | |
| 3. | _____ | _____ | _____ | _____ |
| | Location: _____ | | | |
| | Owner or agent for the project: | | | |
| | _____ | _____ | | |
| | Company | Contact Person/Title | | |
| | _____ | _____ | | |
| | Street | Phone | | |
| | _____ | _____ | | |
| | City/State/Zip | | | |

| | <u>Project-Type of Work</u> | <u>Contract Amount</u> | <u>% Completed by Own Forces</u> | <u>Date Completed</u> |
|----|---------------------------------|------------------------|--------------------------------------|---------------------------|
| 4. | _____ | _____ | _____ | _____ |
| | Location: _____ | | | |
| | Owner or agent for the project: | | | |
| | _____ | _____ | | |
| | Company | Contact Person/Title | | |
| | _____ | _____ | | |
| | Street | Phone | | |
| | _____ | _____ | | |
| | City/State/Zip | | | |
| 5. | _____ | _____ | _____ | _____ |
| | Location: _____ | | | |
| | Owner or agent for the project: | | | |
| | _____ | _____ | | |
| | Company | Contact Person/Title | | |
| | _____ | _____ | | |
| | Street | Phone | | |
| | _____ | _____ | | |
| | City/State/Zip | | | |

DATED THIS 08 day of February 2019.

Mariatuzman
Full Name of Bidder (Print)

[Signature]
Full Name of Bidder (Signature)

Hacienda Landscaping, Inc.
Company Name

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hacienda Landscaping, Inc.
17840 Grove Rd.
Minooka, IL 60447

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202
Mailing Address for Notices

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)

Oswego Community Unit School District 308
71 Stonehill Rd.
Oswego, IL 60543

BOND AMOUNT: 10%

Ten Percent of Amount Bid

PROJECT:

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

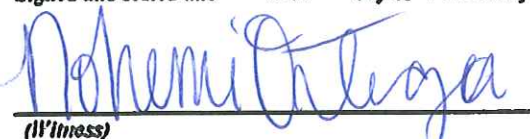
Fox Chase Elementary School Playground Renovations

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 12th day of February, 2019.


(Witness)

Hacienda Landscaping, Inc.

(Principal)

(Seal)

By:

(Title) Maria Guzman

President

Great American Insurance Company

(Surety)

(Seal)

By:

(Title) William Reidinger

Attorney-in-Fact


(Witness) Thomas Green



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 1

Bond No. Bid Bond

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 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, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

| Name | Address | Limit of Power |
|-------------------|---|------------------|
| William Reidinger | One Century Centre, 1750 East Golf Road Schaumburg, IL 60173 | \$100,000,000.00 |

Principal: Hacienda Landscaping, Inc.

Obligee: Oswego Community Unit School District 308

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 12th day of February, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 12th day of February, 2019, 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.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-10-2020

Susan A. Kohorst

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 12th day of February, 2019.



Stephen C. Beraha
Assistant Secretary

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Hacienda Landscaping, Inc.

Plainfield, Illinois

For The Trade of: Landscape Technician

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

November 1, 2017

Date

2018-IL-70069

Registration No.



John V. Ladd

Administrator, Office of Apprenticeship



This Certificate Approves
Hacienda Landscaping Inc.

As having met the high standards necessary to become a
Certified Installer
of equipment manufactured by Landscape Structures Inc.

Calendar Years 2017-2020

Date

A handwritten signature in dark ink, appearing to read 'Duane L. Lippert', written over a horizontal line.

Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA

Subject: CMS: Certification Approved

From: cms@diversitycompliance.com

To: hacienda5779@yahoo.com

Date: Tuesday, March 20, 2018, 11:55:15 AM CDT

Maria Guzman
Hacienda Landscaping, Inc.
2005 Cumberland Dr
Plainfield, IL 60586

Dear Maria Guzman:

Re: Minority Business Enterprise (MBE)
Certification Term Expires: March 19, 2019

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification under the Business Enterprise Program (BEP) for Minority, Females, and Persons with Disabilities.

This certification is in effect with the State of Illinois as specified on the above certification term expiration date.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 91240: DEMOLITION SERVICES

NIGP 96118: REFINISHING AND RESURFACING SERVICES, CONCRETE, SWIMMING POOLS, DRIVEWAYS, PATIOS, ETC.

NIGP 96839: EXCAVATING

NIGP 96888: TREE AND SHRUB REMOVAL SERVICES

NIGP 98852: LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING, ETC. BUT NOT GROUNDS MAINTENANCE OR TREE TRIMMING SERVICES)

NIGP 98873: PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR (INCLUDING INSTALLATION AND REMOVAL)

Please visit our website at www.opportunities.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager
Business Enterprise Program

This message was sent to: hacienda5779@yahoo.com
Sent on: 3/20/2018 11:55:14 AM



U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP
Bays Professional Centre
10 West Cass Street
Joliet, Illinois 60432

Phone: (815) 740-2082
Fax: (815) 740-2118

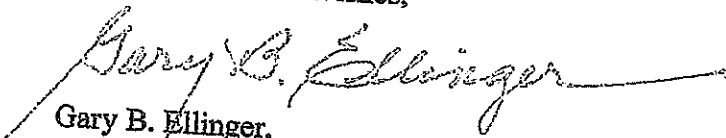
Employment and Training Administration

Dear Sponsor;

Please find enclosed the United States Department of Labor, Office of Apprenticeships' *Certificate of Registration*. The Office of Apprenticeship hopes you will display the Certificate proudly, and thank you once again for being part of the National Apprenticeship System.
Also enclosed are two(2) sets of Apprenticeship Standards with Appendixes.

You will be receiving an email from my National Office instructing you to generate a password for the Registered Apprenticeship Partners Information Data System RAPIDS 2.0 electronic registration of apprentices, etc., once you establish the password you will be able to register apprentices.
If you have any concerns please feel free to call my office.

Sincerely and Best Wishes,


Gary B. Ellinger,
Apprenticeship and Training Representative
USDOL / Office of Apprenticeship



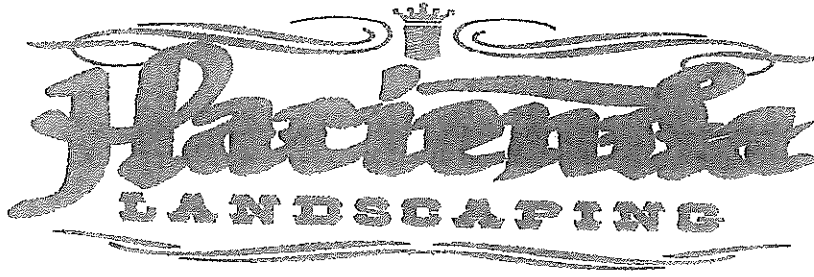
QUESTIONS FOR REFERENCES

Company: Hacienda Landscaping **Reference:** Bill Riordan, Lockport Township Park District
Project: Fox Chase Elementary School Playground Renovations

1. What type of work did they do for you? How much? What size? Cost? When did they do the work? **Playground Projects, Poured in Place. Worked on a number of different projects for them**
2. Are they conscientious about their work? **Yes**
3. Do they have competent people working for them? **Yes, Juan the foreman is great**
4. Did they have the proper equipment and manpower to complete the work?
5. Did they complete the work on time or in a timely manner? **Yes**
6. Were they consistently on the job from start to finish?
7. Change orders – how many and why were they needed? Did the contractor underbid? **No issues. Always send their paperwork in on time and correctly.**
8. Are they qualified to be a general contractor?
9. Follow-up – did they do the guarantee work? Was it hard to get them in a year later to follow up? **They came back with no issues**
10. Would you recommend them or use them again? **Yes, have worked with them on a number of projects and would use them again in the future.**

Company: Hacienda Landscaping **Reference:** Angela Ferrentino, Elmhurst Park District
Project: Fox Chase Elementary School Playground Renovations

11. What type of work did they do for you? How much? What size? Cost? When did they do the work? **Multiple Playground Projects**
12. Are they conscientious about their work? **Yes, good workmanship**
13. Do they have competent people working for them? **Yes, good people**
14. Did they have the proper equipment and manpower to complete the work?
15. Did they complete the work on time or in a timely manner? **Yes**
16. Were they consistently on the job from start to finish?
17. Change orders – how many and why were they needed? Did the contractor underbid? **No issues with that or any other paperwork**
18. Are they qualified to be a general contractor?
19. Follow-up – did they do the guarantee work? Was it hard to get them in a year later to follow up?
20. Would you recommend them or use them again? **Yes**



WE INSTALL THE BEST AND FIX THE REST

- 1) Owner: Oswego Park District
Project: Augusta & Willowgate Park / Old Post Elementary
Contact: Chad Feldotto
Phone: 630-554-1010
E-mail: cfeldotto@oswegolandpd.org
Complete: 2015/ 2017
- 2) Owner: Fox Valley Park District
Project: Lincoln & Birmingham Park
Contact: Nathan Graig
Phone: 630-897-0516
E-mail: ntroia@fvdpd.net
Complete: 2015
Value: \$223,625.70 - \$308,977.49
- 3) Owner: Schaumburg Park District
Project: Olympic Park
Contact: Matthew Gaynor
Phone: 847-985-2115
E-mail: magaynor@parksfun.com
Complete: 2015
Value: \$70,280.00
- 4) Owner: Lockport Township Park District
Project: Arrowhead & Renaissance Park
Contact: Bill Riordan
Phone: 815-838-1183
E-mail: briordan@lockportpark.org
Complete: 2015
Value: \$160,153.00
- 5) Owner: Round Lake Park District

Project: Meadow View Park
Contact: Jeff Lurquin
Phone: 847-546-8558
E-mail: jurquin@rlapd.org
Complete: 2015
Value: \$ 50,262.00

6) Owner: Oak Forest Park District
Project: Gene, Terry Steczo & Malecky Park
Contact: Cindy Grannan
Phone: 708-687-7270
E-mail: CGrannan@oakforestparks.org
Completed: 2015
Value: \$83,650.00

7) Owner: Butterfield Park District
Project: Concrete Work
Contact: Larry Reiner
Phone: 630-858-2229
E-mail: larry@butterfieldpd.com
Completed: 2015

8) Owner: Lockport Township Park District
Project: Victoria Park
Contact: Bill Riordan
Phone: (815) 838-1183
Email: brordan@lockportpark.org
Completed: 2016

9) Owner: New Lenox
Project: Firefighter Park
Contact: George Travnicek
Phone: (815) 435-3584
Email: gtravnicek@newlenoxparks.org
Completed: 2016

10) Owner: Elmhurst Park District
Project: 2016 Butterfield Park / Plunkett Park
Contact: Miranda Lovato
Phone: (630) 993-8939
Email: mlovato@epd.org
Completed: 2016/ 2017

- 11) Owner: Geneva Park District
Project: Shannon & Linden Park
Contact: Larry Gabriel
Phone: (630) 232-4542
Email: Lgabriel@genevaparks.com
Completed: 2016
- 12) Owner: Lemont Park District
Project: Kensington & Rolling Meadows
Contact: Larry Rizzo
Phone: (630) 257-6787
Email: larry-rizzo@lemontparkdistrict.org
Completed: 2016

Bond No. 2556229

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Hacienda Landscaping, Inc.
17840 Grove Rd.
Minooka, IL 60447

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202
Mailing Address for Notices

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)

Board of Education of Oswego Community Unit
School District No. 308
4175 Route 71
Oswego, IL 60543

CONSTRUCTION CONTRACT

Date: March 18, 2019

Amount: \$ 313,542.50

Three Hundred Thirteen Thousand Five Hundred Forty Two Dollars and 50/100

Description:

(Name and location)

Fox Chase Elementary School - Playground Renovations - 260 Fox Chase Drive North, Oswego, IL 60543

BOND

Date: April 16, 2019

(Not earlier than Construction Contract Date)

Amount: \$ 313,542.50

Three Hundred Thirteen Thousand Five Hundred Forty Two Dollars and 50/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Hacienda Landscaping, Inc.

Signature:

Name: Maria Guzman
and Title: President

SURETY

Company:

(Corporate Seal)

Great American Insurance Company

Signature:

Name: William Reidinger
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Assurance Agency, Ltd.

One Century Centre, 1750 East Golf Road
Schaumburg, IL 60173
847-797-5700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. 2556229

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Hacienda Landscaping, Inc.
17840 Grove Rd.
Minooka, IL 60447

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202
Mailing Address for Notices

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)

Board of Education of Oswego Community Unit
School District No. 308
4175 Route 71
Oswego, IL 60543

CONSTRUCTION CONTRACT

Date: March 18, 2019

Amount: \$313,542.50 Three Hundred Thirteen Thousand Five Hundred Forty Two Dollars and 50/100

Description:

(Name and location)

Fox Chase Elementary School - Playground Renovations - 260 Fox Chase Drive North, Oswego, IL 60543

BOND

Date: April 16, 2019

(Not earlier than Construction Contract Date)

Amount: \$313,542.50 Three Hundred Thirteen Thousand Five Hundred Forty Two Dollars and 50/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Hacienda Landscaping, Inc.

SURETY

Company:

(Corporate Seal)

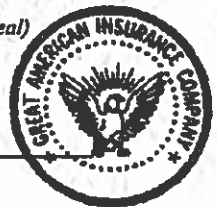
Great American Insurance Company

Signature:

Name: Maria Guzman
and Title: President

Signature:

Name: William Reidinger
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Assurance Agency, Ltd.
One Century Centre, 1750 East Golf Road
Schaumburg, IL 60173
847-797-5700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

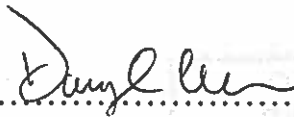
Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

State of ... Illinois
County of Cook ss.:

Surety
Company
Acknowledgment:

On this 16th day of April 2019., before me
personally appeared ... William Reidinger , to be known,
whom being by me duly sworn, did depose and say: that he/she resides
at ... Schaumburg, IL ,
that he/she is the Attorney In Fact of ... Great American
Insurance Company , the corporation described in and which
executed the annexed instrument; that he/she knows the corporate seal of
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; that he/she signed his/her name thereto by like order; and
that the liabilities of said corporation do not exceed its assets as
ascertained in the manner provided by law.

..... 
Notary Public in and for the above County and State.

My commission expires 7/21/2020



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 1

Bond No. 2556229

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 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, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

| Name | Address | Limit of Power |
|-------------------|---|------------------|
| William Reidinger | One Century Centre, 1750 East Golf Road Schaumburg, IL 60173 | \$100,000,000.00 |

Principal: Hacienda Landscaping, Inc.

Obligee: Board of Education of Oswego Community Unit School District No. 308

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 16th day of April, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16th day of April, 2019, 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.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

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 16th day of April, 2019.



Atty L C. B.
Assistant Secretary