



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Well #9 Rehabilitation		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water and Wastewater		
Date:	November 2, 2020		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$100,275.42		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Well #9, located at 3739 Keslinger Road, has been budgeted for rehabilitation due to a decline in pumping capacity. The well was last rehabilitated in 2014. Staff prepared a bid spec to pull the pump and motor. The bid was advertised in the Daily Herald and the City web site. Three bids were received on September 21st with the low Base Bid provided by Cahoy Pump Service, Sumner, Iowa in the amount of \$70,290.42. Additional items to be included at this time are costs for a replacement pump bowl assembly, additional test pumping, and bailing the well to remove material at the bottom of the well. Total cost for these additional items is \$29,985.00. If the motor cannot be repaired, staff will return to the City Council at a later date for approval of a replacement motor. The cost to rehabilitate the well will be paid for within the existing budget and be reflected in a future budget amendment if necessary.</p> <p>The reason that Well #9 is significantly higher than Well #8 is due to the motor in Well #9. The motor in Well #9 is larger and has a mercury seal which requires containment and handling costs. Well #9 will continue to be in operation until Well #8 rehabilitation is complete.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Tabulation 			
Voting Requirements:			
<i>This motion requires 6 affirmative votes for passage.</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend approval of Resolution authorizing the City Administrator to accept bid and execute contract with Cahoy Pump Service in an amount not-to-exceed \$100,275.42.			

RESOLUTION NO. 2022/; 3
RESOLUTION AUTHORIZING ACCEPTANCE OF BID
AND EXECUTION OF Contract for Well 9 Rehabilitation

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to accept bid and execute, on behalf of the City of Geneva, a contract with Cahoy Pump Service, for Well 9 rehabilitation in an amount not-to-exceed \$100,275.42.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2020

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

Notice of Award

Date: November 17, 2020

To: Cahoy Pump Service, Inc.
24568 150th Street Ste 200
Sumner, IA 50674

Project: City of Geneva – Well 9 Pump and Motor Rehabilitation

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of: One Hundred Thousand Two Hundred Seventy-Five Dollars & Forty-Two Cents (\$100,275.42)

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 17th day of November, 2020

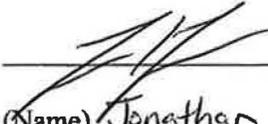
City of Geneva, Illinois



Superintendent of Water & Wastewater

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Cahoy Pump Service this the 17th day of November, 2020.



(Name) Jonathan E Lilja
(Title) Project Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:

- a. Your premises; or
- b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

(1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Cahoy Pump Service, Inc.

(Name of Contractor)

24568 150th St, Ste 200, Sumner, IA 50674

(Address of Contractor)

Corporation

_____ hereinafter called Principal, and

(Corporation Partnership or Individual)

Old Republic Surety Company

(Name of Surety)

P.O. Box 1635, Milwaukee, WI 53201-1635

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF GENEVA

(Name of Owner)

22 S 1st St, Geneva, Illinois 60134

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Thousand Two Hundred Seventy-Five

and 42/100 Dollars, \$(100,275.42).

in lawful money of the UNITED STATES OF AMERICA for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 17 day of November, 2020 a copy of which is hereto attached and made a part hereof for the construction of:

ATTEST:

Cahoy Pump Service, Inc.

By: _____
PRINCIPAL


PRINCIPAL SECRETARY

(SEAL)


WITNESS AS TO PRINCIPAL
24568 150th Street
ADDRESS OF WITNESS
Sumner IA 50674

Old Republic Surety Company

By: 
SURETY: Connie Smith, Attorney-in-Fact


ATTEST: Tamarah Hayes, Witness

N/A
SURETY SECRETARY:

(SEAL)

OWNER'S ATTORNEY

ADDRESS OF ATTORNEY

IMPORTANT: Surety companies executing bonds must hold certificates of authority as acceptable sureties and be authorized to transact business in the State of Illinois.

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

Cahoy Pump Service (Contractor)
is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

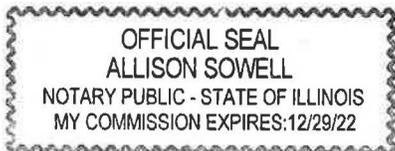
Cahoy Pump Service
Name of Contractor

[Signature]
Signature

Jonathan E. Lij's
Print/Type Name

Project Manager
Title

Subscribed and sworn to before me this 25 day of November, 2020



Allison Sowell
Notary Public
12/29/22
Commission Expires

Notary Seal



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED (\$20,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of January, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of January, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172



Signed and sealed at the City of Brookfield, WI this 18th day of November, 2020.

Karen J. Haffner
Assistant Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Cahoy Pump Service, Inc.

(Name of Contractor)

24568 150th St, Ste 200, Sumner, IA 50674

(Address of Contractor)

Corporation

_____ hereinafter called Principal, and

(Corporation Partnership or Individual)

Old Republic Surety Company

(Name of Surety)

P.O. Box 1635, Milwaukee, WI 53201-1635

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF GENEVA

(Name of Owner)

22 S 1st St, Geneva _____, Illinois 60134

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Thousand Two Hundred Seventy-Five

and 42/100 Dollars, \$(100,275.42).

in lawful money of the UNITED STATES OF AMERICA for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 17 day of November 2020 a copy of which is hereto attached and made a part hereof for the construction of:

ATTEST:

Cahoy Pump Service, Inc.

By: _____
PRINCIPAL



PRINCIPAL SECRETARY

(SEAL)



WITNESS AS TO PRINCIPAL
24568 150th Street

ADDRESS OF WITNESS
Sumner IA 50674

Old Republic Surety Company

By: 

SURETY: Connie Smith, Attorney-in-Fact



ATTEST: Tamara J. Hayes, Witness

N/A

SURETY SECRETARY:

(SEAL)

OWNER'S ATTORNEY

ADDRESS OF ATTORNEY

IMPORTANT: Surety companies executing bonds must hold certificates of authority as acceptable sureties and be authorized to transact business in the State of Illinois.

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

Cahoy Pump Service (Contractor)
is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

Cahoy Pump Service
Name of Contractor

[Signature]
Signature

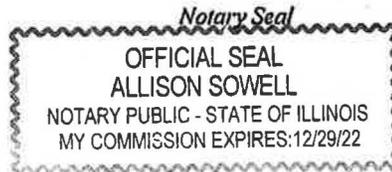
Jonathan E Lijg
Print/Type Name

Project Manager
Title

Subscribed and sworn to before me this 25 day of November, 2020

Allison Sowell
Notary Public

12/29/22
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its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED (\$20,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of January, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
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STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of January, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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24-5172



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PERFORMANCE BOND

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(Name of Contractor)

24568 150th St, Ste 200, Sumner, IA 50674

(Address of Contractor)

Corporation

hereinafter called Principal, and

(Corporation Partnership or Individual)

Old Republic Surety Company

(Name of Surety)

P.O. Box 1635, Milwaukee, WI 53201-1635

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hereinafter called Surety, are held and firmly bound unto

CITY OF GENEVA

(Name of Owner)

22 S 1st St, Geneva, Illinois 60134

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Thousand Two Hundred Seventy-Five

and 42/100

Dollars, \$(100,275.42).

in lawful money of the UNITED STATES OF AMERICA for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 17 day of November, 2020a copy of which is hereto attached and made a part hereof for the construction of:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Cahoy Pump Service, Inc.

hereinafter called Principal, and

Old Republic Surety Company P.O. Box 1635, Milwaukee, WI 53201-1635

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the City of Geneva, Illinois, hereinafter called the OWNER, in the penal sum of *** Dollars, (\$100,275.42), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with OWNER, dated the 17th day of November, 2020 for the construction of:

***One Hundred Thousand Two Hundred Seventy-Five and 42/100

CITY OF GENEVA

WELL 9 – PUMP AND MOTOR REHABILITATION

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used on connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall bridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this 18th day of November, 2020

ATTEST:

Cahoy Pump Service, Inc.

By: _____
PRINCIPAL



PRINCIPAL SECRETARY

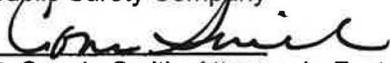
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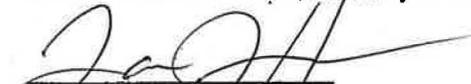


WITNESS AS TO PRINCIPAL
24568 150th Street

ADDRESS OF WITNESS
Sumner IA 50674

Old Republic Surety Company

By: 
SURETY: Connie Smith, Attorney-in-Fact



ATTEST: Tamara J. Hayes, Witness

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SURETY SECRETARY:

(SEAL)

OWNER'S ATTORNEY

ADDRESS OF ATTORNEY

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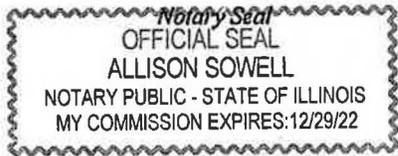
Jonathan E Ulija
Print/Type Name

Project Manager
Title

Subscribed and sworn to before me this 25 day of November, 2020

Allison Sewell
Notary Public

12/29/22
Commission Expires





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED (\$20,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of January, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of January, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172



Signed and sealed at the City of Brookfield, WI this 18th day of November, 2020.

Karen J. Haffner
Assistant Secretary