



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Henson Robinson Company
3550 Great Northern Avenue
Springfield, IL. 62711

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit
Company of Maryland
1299 Zurich Way
Schaumburg, IL. 60196

OWNER:

(Name, legal status and address)

Board of Education, Rochester CUSD #3A
4 Rocket Drive

Rochester, IL. 62563

BOND AMOUNT: \$ (---10%---)

Ten Percent of Bid Amount

PROJECT:

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

Air Conditioner Replacement for Rochester
Elementary School 2-3-456 Bartrand,
Rochester, IL. 62563

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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

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User Notes:

(1766873677)

Signed and sealed this 31st day of July 2024

Norma Stetter
(Witness)

Kim Fenton
(Witness) Kim Fenton, Witness

Henson Robinson Company
(Contractor as Principal) (Seal)

Joe Kulek
(Title) Joe Kulek, President

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

Andrea J. Petrilli
(Title) Andrea J. Petrilli,
Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John P. ECK, JR., Laurie A. WALDECK, William H. SOWLE, John S. HESTER, James J. REAVY, Michael A. AIELLO, Andrea J. PETRILLI, Lori RUPPEL WILLIAMS, Peter M. CASPER, JR. and Kim FENTON, all of Springfield, Illinois,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of December, A.D. 2023.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: **Robert D. Murray**
Vice President

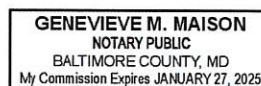
By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of December, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of July, 2024



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

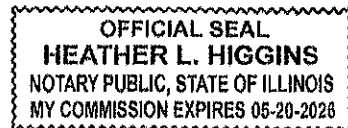
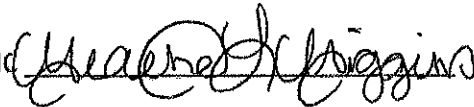
Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

STATE Illinois

COUNTY Sangamon

On July 31, 2024, before me, a Notary Public in and for said County and State, residing therein, duly Commissioned and Sworn personally appeared Andrea J. Petrilli known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland who executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said Corporation, and they duly acknowledged to me that such Corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year stated in this certificate above.

MY COMMISSION EXPIRES: 5-20-26 NOTARY PUBLIC



SECTION 00 50 00 - BID FORM

Proposed Air Conditioner Replacement For
ROCHESTER ELEMENTARY SCHOOL 2-3
Rochester CUSD 3A
456 Bertrand
Rochester, Illinois 62563

DUE DATE: Wednesday July 31st, 2024 at 2:00 p.m. local time

DELIVERED TO: Board of Education for Rochester CUSD 3A, Brad Alewelt, Director of
Operations, Bruce Hays Administrative Building, 4 Rocket Drive, Rochester, Illinois 62563

BIDDER:

Henson Robinson Company

NAME:

3550 Great Northern Ave.

ADDRESS:

CITY:

Springfield

STATE:

Illinois

ZIP:

62711

TELEPHONE:

(217) 544-8451

FAX:

(217) 544-0829

Having examined all bidding documents and project manual prepared by J.H. Petty & Associates, Ltd., 3220 Executive Park Drive, Springfield, Illinois 62703 for the project entitled above and dated July 2024, visited the site and examined all conditions affecting work, the undersigned proposes to furnish all labor, materials, equipment required by said work for the stipulated sum of:

BASE BID:

Ninety Nine Thousand Six Hundred Sixty Five and no/100 Dollars (\$ 99,665.00)

The bidder acknowledges receipt of the following addenda:

Addendum #1 No Addenda issued

Addendum #2

Addendum #3

Taxes

This project is tax exempt for all materials and equipment purchased. The Superintendent will provide a tax-exempt identification number.

Agreement:

If undersigned is notified of bid acceptance within 60 days after the bid opening date, he agrees to execute a Contract for the above work, for the stated compensation, in the form of American Institute of Architects Owner – Contractor Agreement, AIA Document A101.

Time of Completion:

If undersigned negotiates above mentioned Agreement with the Owner, he agrees to begin work within ten (10) days after notice to proceed and he agrees to final completion of work within forty-five (45) calendar days in accordance with the terms and conditions of the bidding documents.

Insurance Requirements

It shall be the responsibility of the contractor to furnish the owner with Certificates of Insurance, showing the owner as additional named insured, as its interests may appear, evidencing that the contractor has obtained the following insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide. Such certificates will provide that the owner will receive at least thirty (30) days prior written notice of any material change in, or cancellation of, such insurance:

1. Comprehensive General Liability Insurance including a Broad Form endorsement and a Broad Form Property Damage endorsement with limits not less than \$2,000,000.00 Combined Single Limit.
2. Worker's Compensation Insurance in accordance with applicable state requirements.
3. Employer's Liability Insurance in an amount not less than \$1,000,000.00.
4. Comprehensive Automobile Liability Insurance including owned, non-owned and hired coverage in an amount not less than \$1,000,000.00 Combined Single Limit.
5. Contractor shall also satisfy any insurance requirements necessitated by any pertinent governmental authority.
6. Contractor shall maintain scaffolding and demolition insurance if scaffolding or demolition is required to complete the Work.

Identification of Proposed Supervisory Personnel

Superintendent / Coordinator for all work shall be the following:

Name: John Terneus

Address: 3550 great Northern Ave., Springfield, IL 62711

Date: 7-31-24

Firm: Henson Robinson Company



Signed: 
Joe Kulek

Title: President

Witness: 

PUBLIC ACT 85-1295 (720 ILCS 5/33E-3, 33E-4)

The undersigned provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the provider made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the provider committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the provider. The undersigned provider further certifies that it is not barred from submitting a proposal or entering into a Contract as a result of a conviction of Illinois State Laws prohibiting bid-rigging or bid-rotating.

BIDDER:  WITNESS: 
Joe Kulek, President NOTARY PUBLIC

END OF SECTION 00 50 00



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BIDDER:


Joe Kulek, President

WITNESS:



NOTARY PUBLIC

END OF SECTION 00 50 00

