

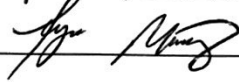
PROPOSER SUMMARY SHEET  
RFP #25-058  
Schussler Park Inclusive Playground

Business Name: Ars Landscaping Corp.  
Street Address: 7000 W Pauling Rd  
City, State, Zip: Monee, IL 60449  
Contact Name: Ryan Martinez  
Title: President  
Phone: 516-554-6209 Fax: \_\_\_\_\_  
E-Mail address: ryan@arsrubber.com

Price Proposal

GRAND TOTAL PROPOSAL PRICE \$ 644,655.25

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Ryan Martinez  
Signature of Authorized Signee:   
Title: President Date: 10/6/2025

 **ORLAND PARK**  
CERTIFICATE OF COMPLIANCE

*Proposers shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposers is not responsible.*

The undersigned Ryan Martinez  
(Enter Name of Person Making Certification)

as President  
(Enter Title of Person Making Certification)

and on behalf of AKS Landscaping  
(Enter Name of Business Organization)

certifies that Proposer is:

1) A BUSINESS ORGANIZATION: Yes ☒ No ☐

Federal Employer I.D. #: 81-1211358  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor  
☐ Independent Contractor (Individual)  
☐ Partnership  
☐ LLC  
☒ Corporation New York                       
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

|                                         |                                                         |
|-----------------------------------------|---------------------------------------------------------|
| Minority-Owned <input type="checkbox"/> | Small Business <input type="checkbox"/> (SBA standards) |
| Women-Owned <input type="checkbox"/>    | Prefer not to disclose <input type="checkbox"/>         |
| Veteran-Owned <input type="checkbox"/>  | Not Applicable <input checked="" type="checkbox"/>      |
| Disabled-Owned <input type="checkbox"/> |                                                         |

How are you certifying? Certificates Attached ☐ Self-Certifying ☐

**STATUS OF OWNERSHIP FOR SUBCONTRACTORS**

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned ☒  
Women-Owned ☐  
Veteran-Owned ☐  
Disabled-Owned ☐

Small Business ☐ (SBA standards)  
Prefer not to disclose ☐  
Not Applicable ☐

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes ☒ No ☐

The Proposer is authorized to do business in the State of Illinois.

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other

agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Proposer shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes ☒ No ☐

In the manner and to the extent required by law, this RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 *et seq.* as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Proposer shall maintain full compliance with its requirements.

9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes ☐ No ☐

As of September 16, 2025, in the manner and to the extent required by 1-16-7 (Construction Bidding and Contracts) of the Village Code, this RFP is subject to the Responsible Bidder Ordinance requirements for Village public works projects with a value of \$25,000 or more. Each bidder/proposer must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

- (1) Participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training or the Illinois Department of Labor, including the graduation of at least five (5) apprentices in each of the applicable construction crafts in the preceding five (5) years;

Bidder/Proposer meets all of the requirements noted above as well as participates in apprenticeship and training programs applicable to the work to be performed on the project, with the United States Department of Labor's Bureau of Apprenticeship and Training or the Illinois Department of Labor, including the graduation of at least five (5) apprentices in each of the applicable construction crafts in the preceding five (5) years and has attached certifications and supporting documents as proof.

Name of A&T Program: LOCAL 150, Laborers local 1, Cement Mason local 502

Brief Description of Program: \_\_\_\_\_

\_\_\_\_\_

Applicable Trades Covered by Apprenticeship Programs: \_\_\_\_\_

\_\_\_\_\_

10) TAX COMPLIANT: Yes [☒] No [☐]

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

  
\_\_\_\_\_  
Signature of Authorized Officer

Ryan Martin  
\_\_\_\_\_  
Name of Authorized Officer

President  
\_\_\_\_\_  
Title

10/6/2026  
\_\_\_\_\_  
Date

## REFERENCES

Provide three (3) references for which your organization has performed similar work.

Proposer's Name: ARS Landscaping  
(Enter Name of Business Organization)

1. ORGANIZATION Indian Prairie School District 204  
ADDRESS 780 Shoreline Drive Aurora IL 60504  
PHONE NUMBER (630) 375-3195  
CONTACT PERSON Richard Searl  
PROJECT NAME IPSD 204 Playground Renovations  
YEAR OF PROJECT 2025
  
2. ORGANIZATION Upland Designs  
ADDRESS 2404 W Lockport St 200 Plainfield IL 60544  
PHONE NUMBER 815-254-0091 X748  
CONTACT PERSON Heath Wright  
PROJECT NAME IPSD 204 Playground Renovations  
YEAR OF PROJECT 2025
  
3. ORGANIZATION Aurora Indian Prairie  
ADDRESS 780 Shoreline Drive Aurora IL 60504  
PHONE NUMBER (630) 375-3048  
CONTACT PERSON Kenneth Schwolow  
PROJECT NAME Brooks Elementary, Welch, Steele Elementary  
YEAR OF PROJECT 2025

## SUBCONTRACTORS AND SUPPLIERS

Provide three (3) subcontractors/suppliers who have performed similar work for your organization.

Proposer's Name: ARS Landscaping Corp  
(Enter Name of Business Organization)

Subcontractor/Supplier No. 1

ORGANIZATION Paul Herrera Const Co  
~~Address~~ ~~TRADE OR WORK~~ 24520 Harmony Rd Mokengo IL  
~~ADDRESS~~ ~~Trade~~ Concrete  
PHONE NUMBER 815-528-4548  
CONTACT PERSON Fred VRTIS

Subcontractor/Supplier No. 2

ORGANIZATION Beverly Asphalt Paving  
TRADE OR WORK Asphalt Paving  
ADDRESS 1514 West Pershing Rd  
PHONE NUMBER 773-247-5345  
CONTACT PERSON Chris Grawoda

Subcontractor/Supplier No. 3

ORGANIZATION V & G Transport Inc  
TRADE OR WORK Trucking  
ADDRESS 4540 Komensky Ave Chicago IL 60632  
PHONE NUMBER 773-617-8136  
CONTACT PERSON Felix Islas

If you are using additional Subcontractors/Suppliers, provide an additional list and attach it to the Proposal.



# ORLAND PARK

## Unit Price Sheet - AMENDED

RFP #25-058

### Shussler Park Inclusive Playground

#### SCHEDULE OF VALUES:

The Unit Price Schedule of Values is for number comparison, aiding the Proposer in estimating quantities and preparing the lump sum Proposal price. Proposers are responsible for verifying all quantities and not to rely solely on the quantities shown in this schedule. The contract award is based on single lump sum pricing, however, should the project encounter change orders, the unit prices listed below shall govern. The unit price shall include all equipment, materials, and labor necessary to complete the work.

| ITEM                                   | DESCRIPTION                                                        | QTY  | UNIT  | UNIT PRICE                    | Cost                 |
|----------------------------------------|--------------------------------------------------------------------|------|-------|-------------------------------|----------------------|
| <b>Earthwork</b>                       |                                                                    |      |       |                               |                      |
| 1                                      | Topsoil Stripping and Placement                                    | 280  | CY    | 25                            | \$ 7000 -            |
| 2                                      | Earth Excavation                                                   | 300  | CY    | 45                            | \$ 13500 -           |
| <b>Erosion Control and Restoration</b> |                                                                    |      |       |                               |                      |
| 3                                      | Silt Fence (Perimeter Erosion Barrier)                             | 400  | LF    | 5.50                          | \$ 2200 -            |
| 4                                      | Stabilized Construction Entrance                                   | 1    | EA    | 500                           | \$ 500 -             |
| 5                                      | Inlet Protection                                                   | 1    | EA    | 400                           | \$ 400 -             |
| 6                                      | Perennial and Grass/Sedge Planting, 1 gal                          | 537  | EA    | 21.95                         | \$ 11787.15 -        |
| 7                                      | Deciduous Shrubs, 24" ht                                           | 27   | EA    | 75.00                         | \$ 2025.00 -         |
| 8                                      | Evergreen Shrubs, 24" ht                                           | 10   | EA    | 82.50                         | \$ 825.00 -          |
| 9                                      | Ornamental Tree, 4" ht                                             | 5    | EA    | 425                           | \$ 2125.00 -         |
| 10                                     | Ornamental Tree, 7" ht                                             | 1    | EA    | 625                           | \$ 625 -             |
| 11                                     | Deciduous Tree, 2" cal.                                            | 3    | EA    | 600                           | \$ 1800 -            |
| 12                                     | Deciduous Tree, 2.5" cal                                           | 4    | EA    | 660                           | \$ 2640 -            |
| 13                                     | Turf Seeding                                                       | 0.35 | ACRE  | 41325                         | \$ 41325 -           |
| <b>Paving and Aggregate</b>            |                                                                    |      |       |                               |                      |
| 14                                     | Asphalt Paving, Surface Course                                     | 25   | TONS  | 214.50                        | \$ 5362.50 -         |
| 15                                     | Asphalt Paving, Binder Course                                      | 40   | TONS  | 201.50                        | \$ 8060 -            |
| 16                                     | Bituminous Tack Coat, RC-70                                        | 26   | GA    | 15.40                         | \$ 400.40 -          |
| 17                                     | Athletic Pavement Coating and Striping                             | 277  | SQ YD | 57.75                         | \$ 15996.25 -        |
| 18                                     | CA-6, Compacted at Depths Specified                                | 160  | TONS  | 58                            | \$ 9280 -            |
| 19                                     | CA-7, Compacted                                                    | 350  | TONS  | 67                            | \$ 23450 -           |
| 20                                     | 5" PCC Pavement                                                    | 68   | SQ FT | 12.35                         | \$ 839.80 -          |
| 21                                     | 6" PCC Pavement                                                    | 5358 | SQ FT | 13.65                         | \$ 73136.20 -        |
| 22                                     | Playground 5' Mound Structure                                      | 1    | LSUM  | 1800                          | \$ 1800 -            |
| 23                                     | 6" Playground Ribbon Curb                                          | 328  | LF    | 49.40                         | \$ 16203.20 -        |
| 24                                     | Poured-In-Place Playground Surfacing, 2" Base Mat Thickness        | 2980 | SQ FT | 19.85                         | \$ 59153 -           |
| 25                                     | Poured-In-Place Playground Surfacing, 3" Base Mat Thickness        | 3600 | SQ FT | 21.50                         | \$ 77400 -           |
| 26                                     | Poured-In-Place Playground Surfacing, 4" Base Mat Thickness        | 716  | SQ FT | 22.25                         | \$ 15931 -           |
| <b>Utilities</b>                       |                                                                    |      |       |                               |                      |
| 27                                     | 6" SDR 26 PVC, Installed, Complete                                 | 40   | LF    | 45                            | \$ 1800 -            |
| 28                                     | 6" Perforated SDR35 PVC Pipe, Installed, Complete                  | 141  | LF    | 40                            | \$ 5640 -            |
| 29                                     | 4" Perforated HDPE Drain Tile                                      | 290  | LF    | 39                            | \$ 11020 -           |
| 30                                     | 6" PVC Cleanout                                                    | 1    | EA    | 450                           | \$ 450 -             |
| <b>Furnishings</b>                     |                                                                    |      |       |                               |                      |
| 31                                     | Playground Equipment Installation, Complete                        | 1    | LSUM  | 120,000                       | \$ 120,000 -         |
| 32                                     | 24' x 48' Prefabricated Shelter Installation, Complete             | 1    | EA    | 23372                         | \$ 23372 -           |
| 33                                     | Pavilion Post Masonry Surround with Precast Concrete Cap, Complete | 1    | LSUM  | 10,500                        | \$ 10,500 -          |
| 34                                     | Shade Sail Structure, Furnish and Install, Complete                | 1    | EA    | 21028                         | \$ 21028 -           |
| 35                                     | Basketball Goal Assembly, Furnish and Install, Complete            | 1    | EA    | 2972                          | \$ 2972 -            |
| 36                                     | Benches, Furnish and Install, Complete                             | 6    | EA    | 2430                          | \$ 14580 -           |
| 37                                     | Bike Rack, Furnish and Install, Complete                           | 12   | EA    | 605                           | \$ 7260 -            |
| <b>General Requirements</b>            |                                                                    |      |       |                               |                      |
| 38                                     | Bonds                                                              | 1    | LSUM  | 10000                         | \$ 10000 -           |
| 39                                     | Insurance                                                          | 1    | LSUM  | 12,267                        | \$ 12,267 -          |
| 40                                     | Mobilization                                                       | 1    | LSUM  | 8,000                         | \$ 8,000 -           |
|                                        |                                                                    |      |       | <b>*GRAND TOTAL BID PRICE</b> | <b>\$ 649,655.25</b> |

\*Please enter Total Cost on Bidder Summary Sheet

Proposer:

Ryan Martinez

Firm Name:

ARS Landscaping

Signed:

[Signature]

Title:

President

Dated:

10/10/2025

# **AIA® Document A310™ – 2010**

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*  
ARS Landscaping Corp  
2503 Cadillac Drive  
East Meadow, NY 11554

### **SURETY:**

*(Name, legal status and principal place of business)*  
Capitol Indemnity Corporation  
1600 Aspen Commons, STE 300  
Middleton, WI 53562

### **OWNER:**

*(Name, legal status and address)*  
Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

**BOND AMOUNT:** \$Ten Percent of the Principals Bid Amount  
(10% of the Principals Bid Amount)

### **PROJECT:**

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

Construction of an inclusive playground, half-court basketball court, prefabricated pavilion structure, concrete pavement, drainage improvements, and all other associated site work as detailed in the attached project plans ("Project")

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

### **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.

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 10th day of October 2025

(Witness)

(Witness) Jarret Packer

ARS Landscaping Corp

(Contractor as Principal)

(Seal)

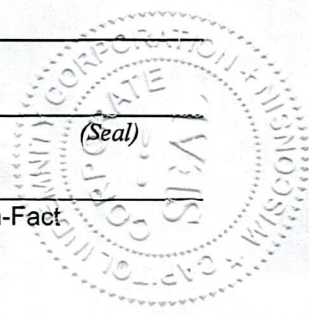
(Title)

Capitol Indemnity Corporation

(Surety)

(Seal)

(Title) Jeffrey W. Price, Attorney-in-Fact



Init.

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User Notes:

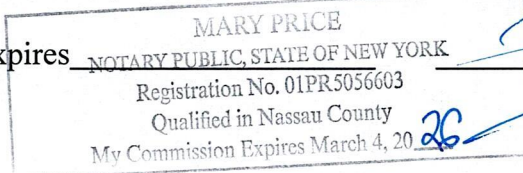
(1937322106)

Surety Acknowledgment

State of New York }  
 } ss:  
County of Nassau }

On this 10<sup>th</sup> day of October, 2025, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Capitol Indemnity Corporation the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires



Notary Public

**CAPITOL INDEMNITY CORPORATION**  
**BALANCE SHEET**  
December 31, 2024

**Admitted Assets**

|                                                                                          |                       |
|------------------------------------------------------------------------------------------|-----------------------|
| Cash and invested assets:                                                                |                       |
| Bonds                                                                                    | \$ 5,113,369          |
| Common stocks                                                                            | 125,828,587           |
| Cash, cash equivalents and short-term investments                                        | 532,405,346           |
| Total cash and invested assets                                                           | <u>663,347,302</u>    |
| Investment income due and accrued                                                        | 29,125                |
| Uncollected premiums and agents' balances in course of collection                        | 80,783,002            |
| Deferred premiums, agents' balances and installments booked but deferred and not yet due | 4,563,543             |
| Amounts recoverable from reinsurers                                                      | 12,878,478            |
| Other amounts receivable under reinsurance contracts                                     | 173,799               |
| Net deferred tax asset                                                                   | 12,299,391            |
| Electronic data processing equipment and software                                        | 777,545               |
| Receivables from parent, subsidiaries and affiliates                                     | 152,766               |
| Other admitted assets                                                                    | 89,432                |
| Total admitted assets                                                                    | <u>\$ 775,094,383</u> |

**Liabilities and Surplus as Regards Policyholders**

|                                                                       |                       |
|-----------------------------------------------------------------------|-----------------------|
| Liabilities:                                                          |                       |
| Losses                                                                | \$ 216,962,687        |
| Reinsurance payable on paid losses and loss adjustment expenses       | 49,064,738            |
| Loss adjustment expenses                                              | 64,047,026            |
| Commissions payable, contingent commissions and other similar charges | 1,142,516             |
| Other expenses (excluding taxes, licenses and fees)                   | 12,623,642            |
| Taxes, licenses and fees (excluding federal and foreign income taxes) | 174,854               |
| Current federal and foreign income taxes                              | 45,139                |
| Unearned premiums                                                     | 84,844,952            |
| Advance premium                                                       | 17,761                |
| Ceded reinsurance premiums payable (net of ceding commissions)        | (11,551,010)          |
| Amounts withheld or retained by company for account of others         | 15,082,393            |
| Payable to parent, subsidiaries and affiliates                        | 31,964,968            |
| Other liabilities                                                     | 1,585,098             |
| Total liabilities                                                     | <u>466,004,764</u>    |
| Surplus as regards policyholders:                                     |                       |
| Common capital stock                                                  | 4,201,416             |
| Gross paid in and contributed surplus                                 | 103,923,753           |
| Unassigned funds (surplus)                                            | 200,964,450           |
| Surplus as regards policyholders                                      | <u>309,089,619</u>    |
| Total liabilities and capital and surplus                             | <u>\$ 775,094,383</u> |

I, Adam L. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2024, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

*Adam L. Sills*

Adam L. Sills  
CEO & President



# CAPITOL INDEMNITY CORPORATION

## POWER OF ATTORNEY

CIC196176

Bond Number

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

----- JEFFREY W PRICE; MARY ANNA PRICE; RACHEL PRICE -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

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

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

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

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

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

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

Attest:

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

*Suzanne M. Broadbent*  
Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

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

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

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

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

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

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

Signed and sealed at the City of Middleton, State of Wisconsin this 10th day of October, 2025



*Andrew B. Diaz-Matos*

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