

**PROPOSAL SUBMITTED BY:**

**MBE Fence Inc**

*Contractor's Name*

**35340 Rockwell Street**

*Street*

**Warrenville**

*City*

**IL**

*State*

*P.O. Box*

**60555**

*Zip Code*



**CITY OF AURORA**

**KANE COUNTY**

**STATE OF ILLINOIS**

**PROPOSAL AND SPECIFICATIONS FOR**

***RiverEdge Park Fencing***

**AURORA, ILLINOIS**

*May 2023*

*Bid 23-42*

***Bids due 10:00 A.M., Thursday 5/18/2023***

**PREPARED BY**

**CITY OF AURORA**

**Engineering Division**

**77 S. Broadway Avenue**

**AURORA, ILLINOIS 60507**



# Illinois Department of Transportation

## Local Agency Proposal Bid Bond

**RETURN WITH BID**

Route Various  
County Kane  
Local Agency City of Aurora  
Section \_\_\_\_\_

**PAPER BID BOND**

WE MBE Fence as PRINCIPAL,  
and Selective Insurance Company of America as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 17 day of May 2023

Principal

By: MBE Fence Inc. (Company Name)  
Mary Young, President (Signature and Title)  
By: \_\_\_\_\_ (Company Name)  
\_\_\_\_\_  
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety  
By: Selective Insurance Company of America (Name of Surety)  
Kelsey Sabatino (Signature of Attorney-in-Fact)

STATE OF ILLINOIS  
COUNTY OF DuPage  
I, Amy Evans

a Notary Public in and for said county,

do hereby certify that Mary Young & Kelsey Sabatino  
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of MAY 2023

My commission expires 8/20/26  
Amy Evans (Notary Public)

OFFICIAL SEAL  
AMY EVANS

NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 8/20/2026

**ELECTRONIC BID BOND**

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

**Bid Number 23-42**

## PROPOSAL

TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF AURORA  
44 EAST DOWNER PLACE  
AURORA, ILLINOIS 60507

1. Proposal of MBE Fence Inc  
for the improvement known as the RiverEdge Park Fencing.
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work not later than ~~ten~~ **(10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora.  
The amount of the check is \$ \_\_\_\_\_
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile

liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.

22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:

BID 23-42 RiverEdge Park Fencing

No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Decorative Fencing, 8'	LF	800	\$125/LF	\$100,000
2	Decorative Fencing, 5'	LF	475	\$88/LF	\$41,800
3	Sliding Gate Assembly, 8'h, 22'w	EACH	1	\$13,100 EA	\$13,100
4	Sliding Gate Assembly, 8'h, 10'w	EACH	1	\$8,520 EA	\$8,520
5	Sliding Gate Assembly, 5'h, 10'w	EACH	3	\$7,920 EA	\$23,760
6	Fence Removal	LF	200	\$35/LF	\$7,000
7	Items Ordered by Engineer	LS	1	\$30,000	\$30,000

TOTAL: \$224,180.00

Notes:

- Final layout to be reviewed prior to ordering materials
- Fencing quantities shown on the exhibit are estimated & not reflective of the actual amounts needed
- Contractor to be paid for actual installed field measured quantities



(If an individual)

Signatures

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If a corporation)

Corporate Name MBE Fence Inc.

Signed By Mary Young

President

Business Address 38340 Rockwell St. Unit 101

Waukegan IL 60055

President Mary Young

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: Randall R Dean  
Secretary

### BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.

- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.

☒ Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.

- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME MBE Fence INC.

ADDRESS 35340 Rockwell St #101

CITY/STATE/ZIP CODE Warrenville IL 60555

NAME OF CORPORATE/COMPANY OFFICIAL Mary Young

TITLE President PLEASE TYPE OR PRINT CLEARLY

AUTHORIZED OFFICIAL SIGNATURE Mary Young

DATE 5-17-23

Subscribed and Sworn to

TELEPHONE (708) 223-5700

Before me this 17 day

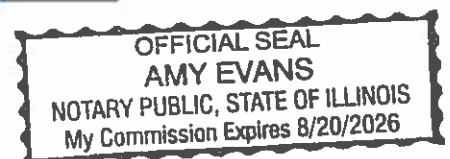
FAX No. (708) 223-5800

of MAY, 2023

E-MAIL ADDRESS mbefence@gmail.com

[Signature]  
Notary Public

Bid Number 23-42





## Apprenticeship or Training Program Certification

Return with Bid

**All contractors are required to complete the following certification:**

- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☒ For the following deliver and install groups in this material proposal:

IRONWORKERS Local 63

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

IRONWORKERS Local 63

- VI. Except for any work identified above, any bidder that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☒

IRONWORKERS LOCAL 63

The requirements of this certification and disclosure are a material part of the contract. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: MBE Fence INC.

By: Mary O'Young  
(Signature)

Address: 35340 ROCKWELL ST #101  
WARRENVILLE IL 60555

Title: President



**Architectural Metal Trainee School for Local No.63  
and the Iron League of Chicago, Inc.**

May 17, 2023

A.M.T.S.

2523 Lexington St  
Broadview, IL 60155

To Whom It May Concern,

Phone Number:  
708-345-6067 ext.4

MBE Fence is a contributor to Ironworkers Local 63 Fence Apprenticeship Program. This apprenticeship is registered with the US Department of Labor Office. The Registration number is IL012000859.

Fax Number:  
708-345-6079

E-Mail:  
apprenticetraining@  
amts63.com

Thank you,

Jason Butz  
Apprentice Coordinator



# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

FENCE ERECTORS, DIV. OF IRONWORKER #63

Broadview, IL

For the occupation of FENCE ERECTOR

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

June 26, 2001

*Date*

IL012010003

*Registration No.*



*John V. Ladd*

*Administrator, Office of Apprenticeship*

STATE OF ILLINOIS)

County of Kane )

ss.

### BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 17 day of May, 2023.

By Mary D Young  
(Signature of Bidder's Executing Officer)

Mary D Young  
(Print name of Bidder's Executing Officer)

President  
(Title)

#### ATTEST/WITNESS:

By Randell R. Dean

Title Project Manager

Subscribed and sworn to before me this  
17 day of May, 2023.

Amy Evans  
Notary Public

(SEAL)



Bid Number 23-42



## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, amended with ordinance O20-029 approved April 28, 2020.

1) Date Submitted: 5-17-23  
2) Name of Business: MBE Fence Inc.  
3) Address of Local Office: 35340 Rockwell St #101  
4) City, State, Zip: Warrenville IL 60555  
5) Company's Web Address: mbefence.com  
6) Phone: 708-223-5700 Fax: 708-223-5800  
7) County your Local Business is Located In: DuPage  
Submitted By (Signature): Mary Young  
Print Name and Title: Mary Young President  
Email Address: mbefence@gmail.com

### Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
  - Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
  - Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

*Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.*

*Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.*

Return completed application, with all required backup documentation to:  
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507  
Or email to: [PurchasingDL@Aurora-il.org](mailto:PurchasingDL@Aurora-il.org)

Do not write below this line: For City of Aurora use ONLY

- (a) a.  
(a) b.  
(a) c.

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_  
Initials: \_\_\_\_\_



# AIA® Document A310™ - 2010

**Bid Bond**

BondNo.B 1283449

**CONTRACTOR:**

Must Buy Enough Fence, Inc. DBA MBE Fence,  
Inc.

**SURETY:**

Selective Insurance Company of America

40 Wantage Avenue

Branchville, NJ 07890

35340 Rockwell St. Unit 101

Warrenville, IL 60555

**OWNER:**

(Name, legal status and address)

City of Aurora

44 E Downers Place Aurora, IL 60507

**BOND AMOUNT:** 5 % Percent of Total Bid

**PROJECT:**

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

Riveredge Park Fencing

**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.

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.

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.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this 18th day of

May 2023

Must Buy Enough Fence, Inc. DBA MBE Fence, Inc.

*Randall R Dean II*

(Witness)

*Mary D Young President*

(Title)

Selective Insurance Company of America

(Surety)

(Seal)

*Kelsey Sabatino*

(Title)

Kelsey Sabatino, Attorney-in-Fact

973-948-3000

(Witness)



**SURETY BOND TRANSACTION REPORT**

**PRINCIPAL**

**Must Buy Enough Fence, Inc. DBA MBE Fence, Inc.**  
**35340 Rockwell St. Unit 101**  
**Warrenville, IL 60555**

**OBLIGEE**

**City of Aurora**

**BOND**

EFF DATE: **5/18/2023**      BILLED EFF DATE:      STATE: **IL**  
EXP DATE: **Continuous until cancell** TYPE: **Public (State, County and Municipality)**  
RENEWAL METHOD:

**RATING SUMMARY**

	KIND OF BOND	CLASS	BOND AMT	PREMIUM
<b>Public Bid</b>		<b>700</b>	<b>219,180.00</b>	<b>\$0.00</b>

TOTAL PREM: **\$0.00**      TOTAL COMM:

**REMARKS**

**AGENT**

NAME **BELMONT INSURANCE BROKERAGE INC**  
AND **123 N WACKER DR SUITE 1025**  
ADDRESS **CHICAGO, IL 60606**

NUMBER: **001229200000**

**RENEWAL COMMENTS**



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNo.B 1283449

### STATEMENT OF FINANCIAL CONDITION

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2022:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,141,305	Reserve for losses and loss expenses	\$1,395,501
Preferred stocks at convention value	7,862	Reserve for unearned premiums	582,531
Common stocks at convention values	60,767	Provision for unauthorized reinsurance	818
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	43,037
Short-term investments	123,365	Other accrued expenses	30,780
Mortgage loans on real estate (including collateral loans)	101,914	Other liabilities	<u>451,942</u>
Other invested assets	210,529	Total liabilities	2,504,609
Interest and dividends due or accrued	19,769		
Premiums receivable	514,883	Surplus as regards policyholders	<u>851,829</u>
Other admitted assets	176,044		
Total admitted assets	<u>3,356,438</u>	Total liabilities and surplus as regards policyholders	<u>3,356,438</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 2nd day of March, 2023.

  
Michael H. Lanza  
SICA Corporate Secretary



STATE OF NEW JERSEY :  
:ss. Branchville  
COUNTY OF SUSSEX :

On this 2nd day of March 2023, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

  
Notary Public  
My Commission Expires:



CHRISTINE MARIE LAWSON  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 15, 2024

**POWER OF ATTORNEY**

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Kelsey Sabatino**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$650,000.00**

Signed this 18th day of May, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By: \_\_\_\_\_

**Brian C. Sarisky**

Its SVP, Strategic Business Units, Commercial Lines



**STATE OF NEW JERSEY :**

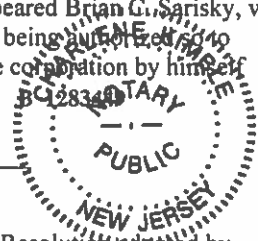
**:ss. Branchville**

**COUNTY OF SUSSEX :**

On this 18th day of May, 2023 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

**Charlene Kimble**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

**Charlene Kimble**  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions has full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 18th day of May, 2023.

**Michael H. Lanza**  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY



**ALL NOTICES REGARDING CLAIMS AGAINST  
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA  
Attention: BOND CLAIMS  
P.O. Box 7265  
London, KY 40742**

**Email address: CSVRIORITY@selective.com**

**Telefax: (877) 352-6541**

**Phone: (866) 455-9969**

**For all other inquiries not related to claims, contact:**

**Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890  
1 (800) 777-9656  
1 (973) 948-3000**