



Local Agency Proposal Bid Bond

RETURN WITH BID

Route	Various
County	Kane
Local Agency	City of Aurora
Section	

PAPER BID BOND

WE M/M Peters Construction Inc as PRINCIPAL.

and Ohio Casualty Insurance Company 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 23rd day of February, 2023

Principal

M/M Peters Construction Inc

(Company Name)

By: Mary L. Peters
(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.)

Ohio Casualty Insurance Company

(Name of Surety)

Surety

By:

Catherine & Wood

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF Kane

Patricia A. Abens

do hereby certify that Mary Peters and Catherine E. Wood

do hereby certify that Mary Peters and Catherine E. Wood

(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 official seal this
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/24/2025

23rd day of February, 2023

My commission expires **MY COMMISSION EXPIRES 05/24/2025**

(Notary Public)

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.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

Bid Number 23-16



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208530-969832**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Catherine E. Wood; J. Michael Wulff; John J. Wulff; Kimberly L. Daly; Timothy R. Wulff

all of the city of Batavia state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of February, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

PROPOSAL

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

1. Proposal of M/M PETERS CONSTRUCTION, INC.
for the improvement known as the Fire Station No. 8 Driveway Improvements, Bid Number 23-16.
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 \$ BID BOND
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:



Schedule of Prices
Fire Station No. 8
Driveway Improvements
Bid 23-16

Route 3770 McCoy Drive
County DuPage
Local Agency City of Aurora

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Option 1 - 3 Phases					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Earth Excavation	CY	120	45.64	5,477.00
2	Geotechnical Fabric for Ground Stabilization - Undercut	SY	270	7.94	2,145.00
3	Subbase Granular Material, Type B, CA-1	Ton	160	31.81	5,090.00
4	Subbase Granular Material, Type B, CA-6	Ton	60	40.57	2,434.00
5	PCC Driveway Removal and Replacement, 8"	SF	225	19.96	4,491.00
6	PCC Driveway Removal and Replacement, 10"	SF	2,400	16.46	39,495.00
7	PCC Driveway Welded Wire Fabric	SF	2,625	1.72	4,515.00
8	Plastic Expansion Joint Cap and Joint Sealant at Building	LF	51	14.41	735.00
9	Seeding - Aurora Mix	SY	60	36.75	2,205.00
10	Inlet Protection	EA	1	650.00	650.00
11	Traffic Control	LSum	1	788.00	788.00
12	Items Ordered by Engineer	Allowance	1	\$5,000.00	\$5,000.00
Bidder's Total Option 1 Proposal for Making Entire Improvements =					73,025.00



**Schedule of Prices
Fire Station No. 8
Driveway Improvements
Bid 23-16**

Route	3770 McCoy Drive
County	DuPage
Local Agency	City of Aurora

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Option 2 - 2 Phases					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Earth Excavation	CY	120	43.47	5,216.00
2	Geotechnical Fabric for Ground Stabilization - Undercut	SY	270	7.56	2,042.00
3	Subbase Granular Material, Type B, CA-1	Ton	160	30.30	4,848.00
4	Subbase Granular Material, Type B, CA-6	Ton	60	38.63	2,318.00
5	PCC Driveway Removal and Replacement, 8"	SF	225	19.00	4,277.00
6	PCC Driveway Removal and Replacement, 10"	SF	2,400	15.67	37,614.00
7	PCC Driveway Welded Wire Fabric	SF	2,625	1.64	4,300.00
8	Plastic Expansion Joint Cap and Joint Sealant at Building	LF	51	13.73	700.00
9	Seeding - Aurora Mix	SY	60	35.00	2,100.00
10	Inlet Protection	EA	1	600.00	600.00
11	Traffic Control	LSum	1	750.00	750.00
12	Items Ordered by Engineer	Allowance	1	\$5,000.00	\$5,000.00
Bidder's Total Option 2 Proposal for Making Entire Improvements =					69,765.00



(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 M/M PETERS' CONSTRUCTION, INC.

Signed By Raechel Peters President

Business Address 178 S. WESTERN AVE.

AURORA, IL 60506

President MARY L. PETERS

Secretary _____

Treasurer _____

Attest: _____
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 M/M PETERS CONSTRUCTION, INC.

ADDRESS 178 S. WESTERN AVE.

CITY/STATE/ZIP CODE AURORA, IL 60506

NAME OF CORPORATE/COMPANY OFFICIAL MARY L. PETERS
PLEASE TYPE OR PRINT CLEARLY

TITLE PRESIDENT

AUTHORIZED OFFICIAL SIGNATURE Mary L. Peters

DATE 2-24-23

Subscribed and Sworn to

TELEPHONE (630) 465. 4667

Before me this 24 day

FAX No. (630) 896. 2969

of FEB, 2023

E-MAIL ADDRESS mmpetersconstruction@yahoo.com

Karen E Haske
Notary Public

Bid Number 23-16



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:

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 III 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.

SIGNATORY AND IN GOOD STANDING W/THE FOLLOWING TRADE UNIONS
ALL WHICH HAVE APPRENTICESHIPS IN PLACE
LABORERS, CARPENTERS, FINISHERS, IRON-WORKERS

- III. 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. ☐

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: M/M PETERS CONSTRUCTION, INC.

By: Raechel Peters
(Signature)

Address: 178 S. WESTERN AVE. AURORA

Title: CONTROLLER

CEMENT MASONS' UNION LOCAL No. 502

"Unified Strength Since 1914"

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA

739 SOUTH 25th AVENUE - BELLWOOD, ILLINOIS 60104
PHONE: 708-544-9100 FAX: 708-544-0232

March 8, 2023

Re: **PETERS M/M CONSTRUCTION INC.**

To whom it may concern:

PETERS M/M CONSTRUCTION INC. is in good standing with the
Cement Mason's Union Local 502- Plasterers Area 5.

They are current with their contributions through February 2023 and
have the CBA required Wage / Benefit Bond on file.

If you have any further questions, please feel free to call me at
(708) 544-9100 ext. 214.

Sincerely,



Lawrence J. Picardi, Sr.
Secretary- Treasurer
Cement Masons' Union Local #502



FOX VALLEY & VICINITY LABORERS

HEALTH AND WELFARE AND PENSION FUNDS

VIA EMAIL ONLY

March 8, 2023

Ms. Raechel Peters (mmpetersconstruction@yahoo.com)
M/M Peters Construction, Inc.
178 S. Western Ave.
Aurora, IL 60506

BOARDS OF TRUSTEES

WELFARE FUND

Employer Trustees

John P. Bryan, Secretary
Steven E. Lamp
Brian T. Rausch

Employee Trustees

Alberto Alfaro
Mark A. Castelvechi, Chairman
Brian M. Urso

Subject: Letter of Good Standing
Employer Account No. 1378
Fox Valley Laborers Health and Welfare Fund
Fox Valley and Vicinity Laborers Pension Fund

Dear Ms. Peters:

In response to your request March 8, 2023, the Fox Valley Laborers Fund Office records reflect that **M/M Peters Construction, Inc.** is current in remittance of monthly reports to the Fox Valley Laborers Fringe Benefit Funds through **January 2023**.

Please be advised that this letter does not address any issues pending with the Construction and General Laborers' District Council of Chicago and Vicinity or the Chicago Laborers' Pension and Welfare Funds.

If you have any questions regarding this company's status with the District Council, please contact Ms. Jannette Zarris at (630) 655-8289. For this company's status with the Chicago Laborer's fringe benefit funds, please contact Ms. Alicia Grossi at (708) 562-0200.

This Letter of Good Standing is valid for 30 days from the date above.

If you need any additional information, please contact me at (847) 742-0900 extension 103 or by email at dugarte@fvlab.com.

Sincerely,

David Ugarte
Contributions and Collections Representative

STATE OF ILLINOIS) ss.
County of Kane)

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 24th day of Feb., 2023.

By Mary L. Peters
(Signature of Bidder's Executing Officer)

Maryl Peters
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By NANewman
Title Universal Banker

Subscribed and sworn to before me this
24 day of Feb, 2023

Karen E. Hosh
Notary Public

(SEAL)



Bid Number 23-16



SUBMITTED

APPROVED

APRIL 24, 2022

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: _____
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

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:
 - a. 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
 - b. 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
 - c. 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

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

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

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____



Finance Department | Purchasing Division

44 East Downer Place | Aurora, Illinois 60507

Office: (630) 256-3550 | Fax: (630) 256-3559

Email: Purchasingdl@Aurora-il.org | Web: www.aurora-il.org

February 25, 2022

Dear Vendor:

We have received and approved your City of Aurora Local Preference Application.

The City may give preference to a qualified and responsive local business in the solicitation of bids for supplies, materials and equipment or a contract for any work or public improvements. The City shall provide formal notice that Local Vendor Preference will be applicable in bid specifications or requests for proposals.

As an approved business, you must request such preference in your solicitation response and advise of your approved status.

If you have any questions, please contact our office at (630) 256-3550.

Sincerely,

Jolene Coulter
Director of Purchasing

jdc/ar



**Illinois Department
of Transportation**

Certificate of Eligibility

M/M Peters Construction, Inc.
178 S. Western Ave. AURORA, IL 60506-4618

Contractor No 482C

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$750,000.00

017 CONCRETE CONSTRUCTION \$750,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 11/15/2022 TO 3/3/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 11/15/2022.


Engineer of Construction



MMPET-1

OP ID: CW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Buttrey-Wulff-Mamminga Agency
355 First St. PO Box 580
Batavia, IL 60510
John J. Wulff

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Burlington Insurance Company

INSURER B: Acuity

14184

INSURER C: Evanston Insurance Co.

INSURER D: Amerisafe

31895

INSURER E: Auto-Owners Insurance Company

18988

INSURER F:

INSURED
M/M Peters Construction Inc
178 South Western Avenue
Aurora, IL 60506-4618

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		268BG07467	05/25/2022	05/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z27181	08/22/2022	08/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV2EUL105117	05/25/2022	05/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCIL3091132022	05/25/2022	05/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Equip			07874384	05/25/2022	05/25/2023	All Risk 267,195
E	Leased/Rent Equip			07874384	05/25/2022	05/25/2023	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sidewalk Excavation Maintenance Bond. City of Aurora is a primary and non-contributory additional insured on the general liability policy.

CERTIFICATE HOLDER

AURCI-1

City of Aurora
44 East Downer Place
Aurora, IL 60507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Hoffman Estates
2815 Forbs Ave
Suite 102
Hoffman Estates, Illinois 60192
+1 (847) 3967100 Fax: +1 (866) 5486573

Continuation Certificate

To be attached to and form a part of surety bond number LSF223518 (the "Bond"), cross reference bond number 5044260 for All Contractors License - Performance and/or Payment (Where Bond Runs to Municipality) dated the 28th day of February, 2009, in the penal sum of 20,000.00 USD issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of M/M Peters, Construction, Inc. as principal (the "Principal"), in favor of CITY OF AURORA, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 28th day of February, 2024, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 8th day of December, 2022.

The Ohio Casualty Insurance Company
(Surety)

By: Timothy A. Mikolajewski
Timothy A. Mikolajewski, Assistant Secretary

