

*PROPOSAL SUBMITTED BY:*

Performance Construction & Engineering, LLC

*Contractor's Name*

217 W. John Street

*Street*

*P.O. Box*

Plano

IL

60545

*City*

*State*

*Zip Code*



CITY OF AURORA  
KANE COUNTY  
STATE OF ILLINOIS

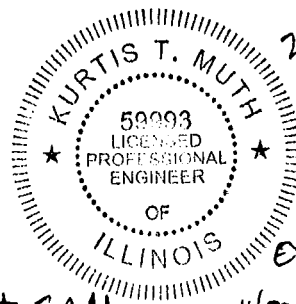
**PROPOSAL AND SPECIFICATIONS FOR**

*Hinman Ave & 2nd Ave Sewer Separation  
& Water Main Replacement*

**AURORA, ILLINOIS**

*February, 2023  
Bid Number 23-15*

PREPARED BY  
CITY OF AURORA  
Engineering Division  
77 S. Broadway Avenue  
AURORA, ILLINOIS 60507



## PROPOSAL

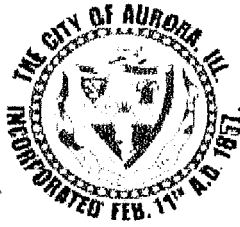
TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF AURORA  
44 EAST DOWNER PLACE  
AURORA, ILLINOIS 60507

1. Proposal of Performance Construction & Engineering, LLC  
for the improvement known as the *Hinman Ave & 2nd Ave Sewer Separation & Water Main Replacement, Bid 23-15*.
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:



**Schedule of Prices**  
**Hinman Street & 2nd Avenue Sewer**  
**Separation & Water Main Replacement**  
**Bid 23-15**

Route	Hinman St, 4th Ave, Spencer St &
County	Kane
Local Agency	City of Aurora

**RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Valve Box	EA	1	\$100.00	\$100.00
2	Abandon Existing Sewer Pipe Connection	EA	4	\$400.00	\$1,600.00
3	Storm, Sanitary, Water Structures to be Abandoned	EA	6	\$350.00	\$2,100.00
4	Sanitary Manhole Inverts to be Brick and Mortared	EA	10	\$100.00	\$1,000.00
5	Select Granular Trench Backfill	CY	1,300	\$45.00	\$58,500.00
6	Unsuitable Soil Removal and Replacement	CY	25	\$45.00	\$1,125.00
7	Exploratory Excavation	LF	60	\$10.00	\$600.00
8	Restrained Joint Gasket, 8"	EA	6	\$150.00	\$900.00
9	Zinc Coated DIP Water Main, CI 52, 6" w/V-bio Polywrap	LF	20	\$120.00	\$2,400.00
10	Zinc Coated DIP Water Main, CI 52, 8" w/V-bio Polywrap	LF	1,095	\$125.00	\$136,875.00
11	8" MJ Gate Valve in 48" Vault	EA	4	\$4,500.00	\$18,000.00
12	Additional Fittings	LB	500	\$0.10	\$50.00
13	Fire Hydrant Assembly Removal	EA	2	\$250.00	\$500.00
14	Fire Hydrant Assembly	EA	4	\$8,000.00	\$32,000.00
15	Sanitary Service Removal and Replacement, 6"	LF	145	\$10.00	\$1,450.00
16	1" Dia. Curb Stop & B-box	EA	45	\$650.00	\$29,250.00
17	1" Dia. Tap and Corp Stop	EA	45	\$1,950.00	\$87,750.00
18	Trenchless Copper Water Service, 1"	LF	2,492	\$10.00	\$24,920.00
19	Interior Service Connection Allowance	Allowance	1	\$80,000.00	\$80,000.00
20	Connect & Disconnect to Existing 6" WM (5th Ave.)	EA	1	\$12,000.00	\$12,000.00
21	Connect to Existing 6" WM (4th Ave.)	EA	1	\$8,000.00	\$8,000.00
22	Disconnect Existing WM (4th Ave.)	EA	1	\$1,500.00	\$1,500.00
23	Water Main Lowering, 8" DIP CL 52	LF	20	\$225.00	\$4,500.00
<b>Page 1 Total =</b>					<b>\$505,120.00</b>



**Schedule of Prices**  
**Hinman Street & 2nd Avenue Sewer**  
**Separation & Water Main Replacement**  
**Bid 23-15**

Route	Hinman St, 4th Ave, Spencer St &
County	Kane
Local Agency	City of Aurora

**RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
24	Storm Sewer - 12" RCP	LF	800	\$90.00	\$72,000.00
25	Storm Sewer - 15" RCP	LF	971	\$100.00	\$97,100.00
26	Storm Manhole, Type A, 4' dia.	EA	8	\$3,000.00	\$24,000.00
27	Storm Doghouse Manhole, Type A, 6' dia.	EA	1	\$15,000.00	\$15,000.00
28	Storm Infiltration Catch Basin, Ty B, 3' dia.	EA	15	\$2,500.00	\$37,500.00
29	Connect to Storm Structure (North Ave & S Spencer St)	EA	1	\$1,500.00	\$1,500.00
30	Connect to Storm Structure (4th Ave & S Spencer St)	EA	1	\$1,500.00	\$1,500.00
31	Connect to Storm Structure (2nd Ave)	EA	1	\$1,250.00	\$1,250.00
32	Field Adjustments to Proposed Storm Structures	EA	3	\$350.00	\$1,050.00
33	Class D Patching, 5" Binder & 1.5" Surface	SY	2,565	\$52.00	\$133,380.00
34	Combination PCC Curb and Gutter Removal and Replacement	LF	260	\$43.00	\$11,180.00
35	PCC Sidewalk Removal and Replacement, 5"	SF	350	\$11.00	\$3,850.00
36	Detectable Warnings	SF	16	\$36.50	\$584.00
37	PCC Drive Approach Removal & Replacement, 6", Residential	SY	50	\$95.00	\$4,750.00
38	HMA Drive Approach Removal & Replacement, 2", Residential	SY	20	\$35.00	\$700.00
39	Seeding - Aurora Mix	SY	750	\$10.00	\$7,500.00
40	Items Ordered by Engineer	Allowance	1	\$75,000.00	\$75,000.00
41	Traffic Control and Protection	LS	1	\$38,866.00	\$38,866.00
42	Inlet Protection	EA	22	\$150.00	\$3,300.00
43	Temporary Staging	TON	50	\$10.00	\$500.00
44	Non-Special Waste Disposal	TON	50	\$45.00	\$2,250.00
45	Special Waste Disposal	TON	20	\$45.00	\$900.00
				Page 2 Total =	\$533,660.00
				Page 1 Total =	\$505,120.00

**TOTAL BID: \$1,038,780.00**



(If an individual)

### Signatures

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

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

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(If a partnership)

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

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

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

Insert  
Names and  
Addresses of  
All Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(If a corporation)

Corporate Name Performance Construction & Engineering, LLC


Signed By  President

Business Address 217 W. John Street, Plano, IL 60545  
\_\_\_\_\_

President Jonnie Avery

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 Performance Construction & Engineering, LLC

ADDRESS 217 W. John Street

CITY/STATE/ZIP CODE Plano, IL 60545

NAME OF CORPORATE/COMPANY OFFICIAL Lonnie Avery

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE

DATE 3/1/2023

TELEPHONE (630) 273-2693

FAX No. ( ) N/A

E-MAIL ADDRESS lonnie6272@gmail.com

Subscribed and Sworn to

Before me this 1st day

of March, 2023

Holly J Barkei  
Notary Public

OFFICIAL SEAL  
HOLLY J BARKEI  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 10/18/23

Bid Number 23-15



## 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:

International Union of Operating Engineers & Fox Valley Laborers Union

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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.

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- 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. ☐

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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: Performance Construction & Engineering, LLC

Address: 217 W. John Street, Plano, IL 60545

By:   
(Signature)

Title: President

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 1st day of March, 2023.

By [Signature]  
(Signature of Bidder's Executing Officer)  
Lonnie Avery  
(Print name of Bidder's Executing Officer)  
President  
(Title)

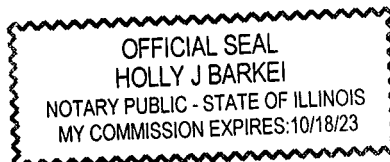
ATTEST/WITNESS:

By [Signature]  
Title Office Assistant

Subscribed and sworn to before me this  
1st day of March, 2023.

[Signature]  
Notary Public

(SEAL)



Bid Number 23-15

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

---

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE IL 60525-3992

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March 06, 2023

P C E  
217 W. John Street  
Plano, IL 60545

Employer #48020

To Whom It May Concern:

The Administrative Dues office has received administrative dues reports and accompanying payments from your company through the work month of January 2023

If you have any questions or concerns regarding this matter, please contact the Administrative Dues Office at 708 579-6639.

Sincerely,

Alicia Schnell  
Administrative Dues Department  
AS/ap

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

## Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 5, 2002

Date

92 008780173

Registration No.

*L. J. Chao*

Secretary of Labor

*Anthony D. ...*

Administrator, Apprenticeship Training, Employer and Labor Services



# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

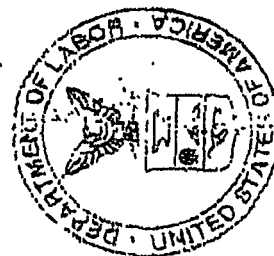
Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



*Loi. Chao*

Secretary of Labor

*Anthony Suvage*

Administrator, Apprenticeship Training, Employer and Labor Service

May 5, 2002

Date

1012020003

Registration No.



March 2, 2023

Performance Construction & Engineering LLC  
217 W John Street  
Plano, IL 60545

Contractor: 102118  
Via Fax: 815.431.0307

To Whom It May Concern:

Please be advised that Performance Construction & Engineering LLC is signatory with Laborers' District Council & Vicinity and has Submitted contributions to the Laborers' Work Dues Fund through the month of February 2023.

Please be advised that this letter does not address benefit contribution compliance with the Chicago Laborer's Pension and Welfare Funds ("Funds"). If you have any questions regarding the Company' reporting status with the Funds, please contact Deborah French at 847-742-0900, ext: 102 or email: [dfrench@fvlab.com](mailto:dfrench@fvlab.com).

Sincerely,

Kate Hughes

Laborer's District  
Laborer's Work Dues Fund.

Affiliated with Laborers' International Union of North America Locals #:

1 2 4 5 6 68 75 76 152 225 582 681 1001 1035 1092

Boone Cook DuPage Grundy Kane Kendall Lake McHenry Will

**James P. Connolly**  
Business Manager

**Joseph V. Healy**  
Secretary-Treasurer

**Rich Kuczkowski**  
President

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

## Certificate of Registration

*Chicago and Laborers' J.A.T.C.*

*Carol Stream, Illinois*

*For the Trade - Construction Craft Laborer*

*Registered as part of the National Apprenticeship Program*

*in accordance with the basic standards of apprenticeship*

*established by the Secretary of Labor*

April 12, 1999

Date REVISED August 13, 2004

11017990001

Registration No.



*L. L. Chao*

Secretary of Labor

*Anthony Dwyer*

Administrator, Apprenticeship Training, Employer and Labor Services



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 4684

Performance Construction and Engineering, LLC  
217 W. John Street PLANO, IL 60545

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

\$11,805,000.00

001	EARTHWORK	\$625,000
012	DRAINAGE	\$5,950,000
017	CONCRETE CONSTRUCTION	\$325,000
034	DEMOLITION	\$600,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/29/2022 TO 4/30/2023 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 6/29/2022.

  
Engineer of Construction



# 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 Performance Construction & Engineering, LLC as PRINCIPAL,

and Amerisure Mutual 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 1st day of March, 2023

#### Principal

Performance Construction & Engineering, LLC

By: [Signature] PRESIDENT  
(Company Name)  
(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.)

Amerisure Mutual Insurance Company  
(Name of Surety)

#### Surety

By: [Signature]  
(Signature of Attorney-in-Fact)  
Jacqueline L. Drey

STATE OF ILLINOIS,  
COUNTY OF Kendall

I, Holly J. Barkei, a Notary Public in and for said county,  
do hereby certify that Lonnie Avery & JACQUELYNE DREY

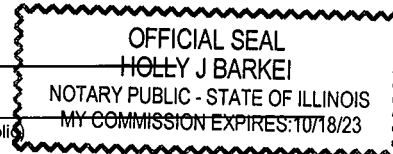
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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 1st day of March, 2023

My commission expires 10/18/2023

[Signature]  
(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.)

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Electronic Bid Bond ID Code

\_\_\_\_\_  
(Company/Bidder Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
Date

**Bid Number 23-15**



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

DAVID A. DOMINIANI, DUSTIN COOPER, KEVIN J. STENGER,  
JACQUELINE L. DREY, JOAN LEU and MAURA P. KELLY

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President

By:

Aaron Green, Vice President



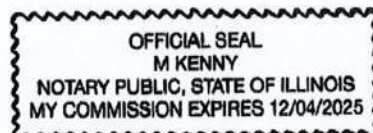
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company

have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of April, 2022.

Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company

State of Illinois  
County of Kane

On this 12th day of April, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of March, 2023.

Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary