

PROPOSAL SUBMITTED BY:

M/M PETERS CONSTRUCTION, Inc.

Bidder's Name

178 S. WESTERN AVE.

Street

Aurora

City

P.O. Box

IL

State

60506

Zip Code



**CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS**

PROPOSAL AND SPECIFICATIONS FOR

Broadway Vault Masonry Walls and Infill

*Located in
AURORA, ILLINOIS*

March 2024

Bid Number 24-042

**PREPARED BY
CITY OF AURORA
Engineering Division
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507**

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 Bid Number 24-042, Broadway Vault Masonry Walls and Infill,
Aurora, IL.

2. The 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, 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 alter the improvement 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 which shall bind the undersigned, without
limitation, to all terms and conditions, specifications, requirements, and the statement of work

contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

The undersigned further agrees to execute 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 ten (10) days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work as 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 \$ **5% 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:

REVISED SCHEDULE OF PRICES

RFB 24-042

Broadway Vault Masonry Walls and Infill

| <u>ITEM</u> | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT COST</u> | <u>AMOUNT</u> |
|--|-------------|-----------------|------------------|---------------------|
| Mobilization, Overhead, etc. | LS | 1 | \$29,888.00 | \$29,888.00 |
| Sidewalk Removal (Special) | SF | 850 | \$22.00 | \$18,700.00 |
| Portland Cement Concrete Sidewalk (4") | SF | 850 | \$23.40 | \$19,888.00 |
| Masonry Wall Construction | SF | 5177 | \$71.42 | \$369,766.00 |
| Geocomposite Wall Drain (Special) | SY | 714 | \$15.41 | \$11,000.00 |
| Controlled Low Strength Materials (CLSM) | CY | 1324 | \$200.32 | \$265,220.00 |
| Items Ordered by Engineer | LS | 1 | \$150,000.00 | \$150,000.00 |
| <i>Total</i> | | | | \$864,462.00 |

Bid Alternate Pricing

| <u>ITEM</u> | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT COST</u> | <u>AMOUNT</u> |
|--------------------------|-------------|-----------------|------------------|---------------|
| Soil Cell System | CF | 1080 | \$18.52 | \$20,000.00 |
| Reinforced Concrete Wall | SF | 5177 | N/A | N/A |



(If an individual)

Signature of Bidder _____

Signatures

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 Mary S. 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, 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 will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. 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 RAESEL PETERS
PLEASE TYPE OR PRINT CLEARLY

TITLE CONTROLLER

AUTHORIZED OFFICIAL SIGNATURE D. Peters

DATE 3-26-24

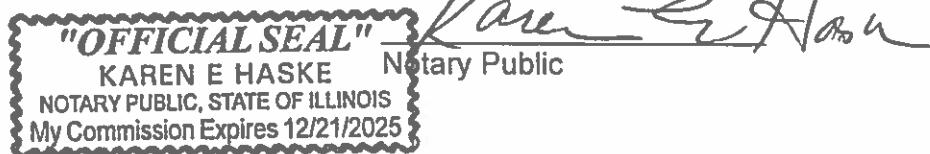
Subscribed and Sworn to

TELEPHONE (132) 742-4729

Before me this 26 day

FAX No. ()

of MARCH, 20 24



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:

BID # 04-042 BROADWAY VAULT MASONRY WALLS + INFILL

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.

MMP IS SIGNATORY WITH AND IN GOOD STANDING w/ THE FOLLOWING
TRADE UNIONS WHO WE PAY AND HIRE APPRENTICES THRU THE APPROPRIATE
PROGRAMS: LABORERS / FINISHERS / CARPENTERS /
IRONWORKERS.

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: R. Peters
(Signature)

Address: 178 S. WESTERN AVE. AURORA IL

Title: CONTROLLER

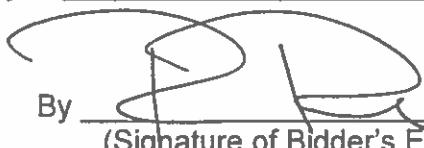
STATE OF ILLINOIS)
)
 ss.
County of Kane)

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 26th day of MARCH, 2024.

By 
(Signature of Bidder's Executing Officer)

KAREN E. PETERS
(Print name of Bidder's Executing Officer)

PRESIDENT
(Title)

ATTEST/WITNESS:

By Michelle Dowd
Title Universal Banker

Subscribed and sworn to before me this
26 day of MARCH, 2024

Karen E. Haske
Notary Public

(SEAL)



H/M Peters IN PROGRAM IN GOOD STANDING



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 O20-029 approved April 28, 2020.

- 1) Date Submitted: _____
- 2) Name of Business: H/M PETERS CONSTRUCTION
- 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.us

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____



Illinois Department
of Transportation

Local Public Agency
Proposal Bid Bond



Local Public Agency

County

Section Number

City of Aurora

Kane

WE, M/M Peters, Construction, Inc.

as PRINCIPAL, and

The Ohio Casualty Insurance Company

as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") 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 LPA 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 LPA 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 LPA 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 LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA 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 19th of March 2024

Day

Month and Year

Principal

Company Name

M/M Peters, Construction, Inc.

Company Name

Signature

Date

By:

Mary L. Peters

03/19/24

Signature

Date

By:

Title President

Title

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

Surety

Name of Surety

The Ohio Casualty Insurance Company

Signature of Attorney-in-Fact

Date

Catherine E. Wood

March 19, 2024

Catherine E. Wood

STATE OF IL

COUNTY OF KANE

I, Patricia A. Abens



By:

Mary L. Peters and Catherine E. Wood

, a Notary Public in and for said county do hereby certify that

(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 19th day of March 2024.

Day

Month and Year

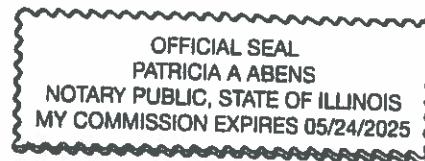
Notary Public Signature

Patricia A. Abens

Date commission expires

5/24/25

(SEAL)



Local Public Agency

City of Aurora

County

Kane

Section Number

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA 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 LPA 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

M/M Peters, Construction, Inc.

Signature

| |
|--|
| |
|--|

Date

March 19, 2024

Title

| |
|--|
| |
|--|



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.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: M/M Peters, Construction, Inc.

Agency Name: BUTTREY-WULFF-MAMMINGA AGCY INC

Bond Number: BID-0023339

Obligee: City of Aurora

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Catherine E. Wood in the city and state of Batavia, 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 Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY ss

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty 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 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-law and Authorizations of The Ohio Casualty Insurance Company, which is 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 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.

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 or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond 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, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company 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 Company this 19th day of March, 2024.



By:

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOEUR@libertymutual.com.

Coulter, Jolene

From: MM Peters Construction <mmpetersconstruction@yahoo.com>
Sent: Thursday, March 21, 2024 12:00 PM
To: Purchasing Division
Subject: Acknowledgement of Add 1 Bid24-042
Attachments: Add. 1 Valult Signed 3.21.24.pdf

Warning! This e-mail originated outside the organization. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

Please see attached signed acknowledgement of Addendum 1

Bid 24-042-Broadway Vault Masonry Walls and Infill

Thanks
Raechel Peters

M/M Peters Construction, Inc.
178 S. Western Ave.
Aurora, IL 60506
330.742.4729
330.896.2969 fax
mmpetersconstruction@yahoo.com

Additionally, the following topics were discussed at the non-mandatory pre-bid meeting held on March 14, 2024:

A. The specifications provided under "GENERAL NOTES" on page 2 of the Project Plans should be amended as follows:

- o Item 4: All active public and privately owned utilities that require relocation will be addressed prior to the work requested in this contract.
- o Item 7: Since the extent of the required removal and disposal of debris, etc. at the various locations is not known, this work shall not be included in the cost of Controlled Low Strength Material as indicated. Instead, the contractor will work with the City to determine the extent of debris/equipment removal required at each location and this work will be paid for by the City on a Time and Materials basis using "Items Ordered by Engineer" (which has been increased to \$150,000 in the Revised Schedule of Prices).
- o "VAULT FILL": Coordination with utilities and interruption to building utility service is not anticipated.

B. Bidders should assume that vaults shown on page 1 of the project plans with no line between them (see example below) are connected. The rest are not and will require individual access at each address.



- C. The contractor must adhere to the safety requirements listed under section 6.4 ("BARRICADES, LIGHTS, AND SIGNS") of the RFB. This should include protective fencing, sidewalk closure signs, and may include the use of steel plates over openings created in the sidewalk as needed. Work shall not be performed in a sequence that creates concurrent sidewalk closures on both sides of the same block of Broadway at any time.
- D. The entire scope of this contract will be awarded to a single contractor (not multiple contractors). The awarded contractor may utilize subcontractors at their discretion.
- E. Limited pictures of the vaults and a list of which vaults are connected to active business, inactive business, and City-owned buildings are included with this Addendum. The City will work with the awarded contractor to provide all available contact information for each location.
- F. An error was discovered in the page numbering of the Project Plans. Page seven was errantly skipped in sequence, so the total number of pages should have been listed as 22 and not 23. The 22-page set provided includes all pages.

City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN E-MAIL TO purchasingDL@aurora.il.us IMMEDIATELY UPON RECEIPT.

COMPANY NAME M/M PETERS CONSTRUCTION, Inc.

SIGNATURE OF COMPANY REPRESENTATIVE

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Mid-America Carpenters Regional Council

Elk Grove Village, Illinois

For the Trades – Carpenter, Form Builder (Const.), Drywall Applicator, Floor Layer
Insulation Worker, Lather, Cabinetmaker, Millwright, Carpenter-Piledriver
Roofer, Residential Carpenter

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

August 30, 1965

Date

Name Updated: July 5, 2022

IL017650001

Registration No.



M. V. K.
Administrator, Office of Apprenticeship

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

KEVIN McLAUGHLIN
Executive Secretary-Treasurer

JOEL POGOSE
President



12 East Erie Street
Chicago, Illinois 60611-2796

312-787-3076 • Fax: 312-951-1540
www.carpentersunion.org

April 2, 2024

M/M Peters Construction, Inc.
178 S. Western Avenue
Aurora, IL 60506
Attn: Raechel Peters

RE: Acct #21486

Dear Raechel:

This letter is being sent to confirm that M/M Peters Construction, Inc. is signatory to the current collective bargaining agreement with the Mid-America Carpenters Regional Council, and also a participant with the Mid-America Carpenters Regional Council Apprentice Program, and as of this date in good standing with the Mid-America Carpenters Regional Council.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Lid".

Robert Lid
Assistant to the Executive Secretary Treasurer

RDL
Cc: File

STRONG ALONE. UNSTOPPABLE TOGETHER.®



MID-AMERICA CARPENTERS REGIONAL COUNCIL

Health, Pension, and Supplemental Retirement Funds

12 East Erie Street, Chicago, Illinois 60611 • (312) 787-9455 • carpenterbenefits.org

April 1, 2024

M/M Peters Construction INC
178 S. Western Ave
Aurora, IL 60506-9803

Employer: M/M Peters Construction INC
Account Number(s): 21486-50335

Dear Sir or Madam:

This letter shall serve as formal notification of the status of the above employer relative to payments made to the Mid-America Carpenters Regional Council Health, Pension, Supplemental Retirement & Apprentice Training Funds for fringe benefit contributions.

The above employer is current through the month of February 2024 on its submittal of fringe benefit contribution reports and payments of the amounts due on those reports.

The Mid-America Carpenters Regional Council Health, Pension, Supplemental Retirement & Apprentice Training Funds reserve their rights as stated in the Collective Bargaining and Trust Agreements to later determine whether the fringe benefit contribution reports and payments made are accurate and whether the account is delinquent since a fringe benefit compliance audit has not been performed on the account for the period of this notification.

If you have any questions or comments, please contact Dalia Garcia at (312) 787-9455 ext. 5238.

Respectfully,

John Conklin
Audits & Collections Manager

Kristina M. Guastaferri
Administrator

Gary Perinar, Chairman
Board of Trustees

Gerald W. Thiel, Jr., Secretary
Board of Trustees





FOX VALLEY & VICINITY LABORERS

HEALTH AND WELFARE AND PENSION FUNDS

VIA EMAIL ONLY

April 3, 2024

BOARDS OF TRUSTEES

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Employer Trustees
John P. Bryan, Chairman
Steven E. Lamp
Brian T. Rausch

Employee Trustees
Michael S. Bivins
Brandon J. Sheahan
Brian M. Urso, Secretary

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 April 3, 2024, 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 **February 2024**.

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