

PROPOSAL SUBMITTED BY:

YOUNGREN'S INC
Contractor's Name

736 NEW HAVEN AVE

Street		P.O. Box
<u>AURORA</u>	<u>IL</u>	<u>60506</u>
City	State	Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

DSC 2nd Floor Bridge - HVAC

Located at
77 S. Broadway
AURORA, ILLINOIS

April 2019
Bid Number 19-30

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

OHIO FARMERS INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we YOUNGREN'S INC., 736 NEW HAVEN AVE.
AURORA, ILLINOIS 60506

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center,
Ohio 44251

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF AURORA, 44 E. DOWNER PLACE
AURORA, ILLINOIS 60506

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID
Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for HVAC WORK

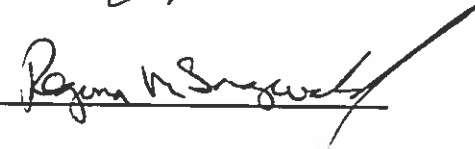
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 8TH day of MAY, 2019.

WITNESS



WITNESS



YOUNGREN'S INC.

(Principal) (Seal)

By: Secretary
(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety) (Seal)

AGNES A. FROEMEL ATTORNEY-IN-FACT (Title)



Illinois Department of Transportation

PROPOSAL

Local Agency Proposal Bid Bond

Route Various
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

WE YOUNGTRANS inc. as PRINCIPAL
and OHIO FARMERS 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.

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 8 day of MAY 2019

Principal

By: YOUNGTRANS inc. (Company Name)
By: (Company Name)
By: (Signature and Title)
By: (Signature and Title)

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

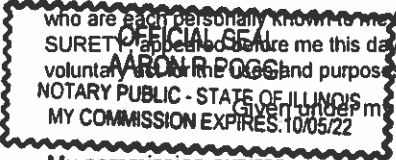
Surety

By: (Name of Surety)
By: (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Kane
I, Sharon R. Polow, a Notary Public in and for said county, do hereby certify that Charles Lange

(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 and for the purposes therein set forth.



NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/05/22
Given under my hand and notarial seal this 8th day of May, 2019
My commission expires 10/5/22
(Charles Lange)
(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.

Electronic Bid Bond ID Code (grid)

(Company/Bidder Name)
(Signature and Title)
Date

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

1. Proposal of HVAC
for the improvement known as the Bid Number 19-30, DSC 2nd Floor Bridge - HVAC, located at 77 S. Broadway, 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 **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

DSC 2nd Floor Bridge - HVAC

Base Bid:

Please provide a lump sum cost for each of the following line items:

1. Demolition and disposal of select existing HVAC components as shown on Plan Page MD201

\$ 10,720.00

1

2. Furnish install all new HVAC system components as shown on Plan Pages M001 and M201

\$ 85,647.00

2

3. Overhead and Profit

\$ 8,558.00

3

4. Engineering Allowance (Contingency)

add

\$ 15,000

Total Base Bid

\$ 119,925.00

Bid Alternate:

Please provide a lump sum cost (including overhead and profit) for the following bid alternate. Note that if the City elects to award this alternate, it would be in-lieu of base bid item 1 above and not in addition to.

- 1A. Demolition and disposal of select existing HVAC components as shown on Plan Page MD201 excluding the boiler, OA, AHU, and Supply located in the Mechanical Room southwest of the Bridge area

\$ 4,760.00



(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 YOUNGREN'S INC

Signed By [Signature] President

Business Address 736 NEW HAVEN AVE

AMENIA IL 60506

President ROBERT POGGI JR

Secretary ARROW POGGI

Treasurer ARROW POGGI

Attest: [Signature] 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 City of Aurora Ordinance No. O18-054 (file 18-0493): An Ordinance of the City of Aurora, Illinois, Ascertaining the Prevailing Wage Rate of Wages for Laborers, Mechanics, and other Workers Employed in Public Works Projects.
- 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 will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME YOUNGREN'S INC

ADDRESS 736 NEW HAVEN AVE.

CITY/STATE/ZIP CODE AURORA, IL 60506

NAME OF CORPORATE/COMPANY OFFICIAL ROBERT POGGI, JR.

PLEASE TYPE OR PRINT CLEARLY

TITLE PRESIDENT

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE _____

Subscribed and Sworn to

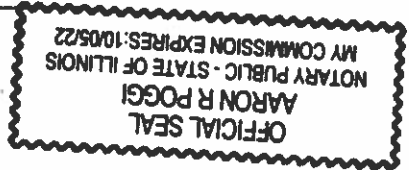
TELEPHONE (____) _____

Before me this 3rd day

FAX No. (____) _____

of May, 2019

[Signature]
Notary Public



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 and all bidders' subcontractors 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 further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. 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. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

PIPEFITTERS L.U. 597

SHEET METAL WORKERS L.U. 265

VI. Except for any work identified above, any bidder or subcontractor 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, and the contractor shall require this certification provision to be included in all approved subcontracts. 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: Youngblood's Inc By:  (Signature)
Address: 236 New Haven Ave Aurora, IL Title: PRESIDENT

PIPE FITTERS' TRAINING FUND, LOCAL UNION 597

10850 W. 187th St. Mokena, IL 60448
708.326.9240 training@pftf597.org



October 9, 2018

Youngren's Inc.
736 New Haven
Aurora IL 60506

To Whom It May Concern,

This letter verifies that The Pipefitters', Local Union 597, is registered with the United States Department of Labor, registration number IL017780093.

This letter also verifies that Youngren's Inc. is signatory to the Collective Bargaining Agreement, participates in the Pipe Fitters Apprenticeship Program and is in good standing with the Pipefitters, Local Union 597.

Please call 708-326-9240 if you have any questions regarding this information.

Sincerely,

Mike Schmidt
Apprentice Coordinator
Pipe Fitters' Training Center
Local Union 597



**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR,
RAIL AND TRANSPORTATION WORKERS LOCAL UNION No. 265**

JOINT APPRENTICE TRAINING COMMITTEE

205 ALEXANDRA WAY, CAROL STREAM, IL 60188-2080
Phone (630) 668-0110; Fax (630) 668-2876

JOHN DANIEL,
Committee Chairman

JON P. HUDGENS,
Secretary

DENNIS MORAN,
Director of Training

—
JOHN DANIEL,
Coordinator

Committee Members:
HENRY J. ARTLIP
ROBERT BAIER
RICK DAHLMAN
KEVIN GALASS
JOHN HOPP
DON MORAN
MIKE OBROCHTA
KEN WIESBROOK

October 9, 2018

To Whom it may Concern-

Youngrens Inc. located in Aurora, IL is an active participant in SMART Local 265's apprenticeship program.

Regards,

A handwritten signature in black ink that reads "Dennis Moran". The signature is written in a cursive, flowing style.

Dennis Moran
Director of Training
SMART Local 265

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

International Association of Sheet Metal, Air,
Rail & Transportation Workers Local Union No. 265

Carol Stream, Illinois

For the Trades -- Sheet Metal Worker and HVAC Service Technician --

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

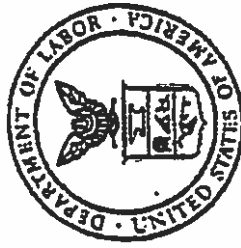
June 18, 1946

Revised April 3, 2014

IL015460002

Date

Registration No.



J. C. G. R.

Secretary of Labor

J. V. Hall

Administrator, Office of Apprenticeship

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 3RD day of MAY, 2019.

By [Signature]
(Signature of Bidder's Executing Officer)

ROBERT E POGGI, JR
(Print name of Bidder's Executing Officer)

PRESIDENT
(Title)

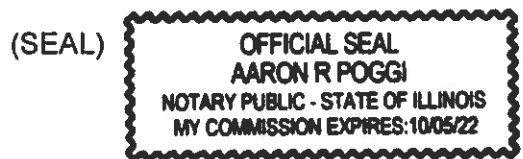
ATTEST/WITNESS:

By [Signature]

Title Estimator

Subscribed and sworn to before me this 3rd day of May, 2019.

[Signature]
Notary Public



DSC 2nd Floor Bridge - HVAC
Bid Number 19-30


REFERENCES

(Please Type)

Organization East Aurora School Dist. # 131
Address 500 Tomcat Lane
City, State, Zip Aurora IL. 60505
Phone Number 630-746-7210
Contact Person Mark Spangler
Date of Project 6-15-18

Organization Fermi-Lab
Address P.O. Box 500
City, State, Zip Batavia IL. 60510
Phone Number 630-840-4649
Contact Person Kerry Schenbach
Date of Project 7-12-18

Organization Dunham Fund Office
Address 2430 West Indian Trail
City, State, Zip Aurora IL. 60506
Phone Number 630-844-3000
Contact Person Carl Wegman
Date of Project 5-18-18

Bidder's Name CHUCK LANGR
Signature & Date  5-8-19