

**PROPOSAL SUBMITTED BY:**

Simlow Construction Corporation  
Contractor's Name

4250 Lacey Road  
Street

P.O. Box

Downers Grove, IL 60515  
City

State

Zip Code



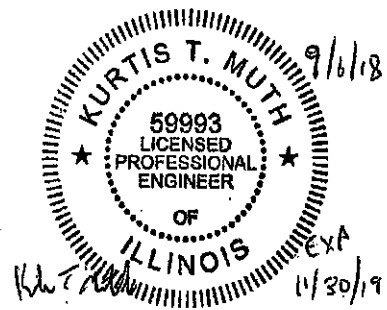
**CITY OF AURORA  
KANE COUNTY  
STATE OF ILLINOIS**

**PROPOSAL AND SPECIFICATIONS FOR  
Fox Valley Center Drive Water Main Replacement**

**B18-52**

**AURORA, ILLINOIS**  
September 2018

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





Illinois Department of Transportation

Local Agency Proposal Bid Bond
Fox Valley Center Drive Water Main Replacement B18-52
Route Various
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

WE Swallow Construction Corporation as PRINCIPAL,
and Hudson 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 18th day of September, 2018

Principal

Swallow Construction Corporation

(Company Name)

By:

Anthony R. ... (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

Hudson Insurance Company

(Name of Surety)

By:

(Signature of Attorney-in-Fact)

Kevin J. Scanlon

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Sherry Bacskai

do hereby certify that

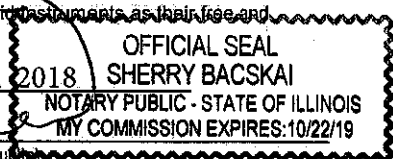
( Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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 18th day of September, 2018

My commission expires 10/22/2019

(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.)

Electronic Bid Bond ID Code grid

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint Stephen T. Kazmer, James I. Moore, Joel E. Speckman, Elaine G. Marcus, Heather A. Beck, Tariese M. Pisciotto, Bonnie J. Kruse, Dawn L. Morgan, Jennifer J. McComb, Peggy Faust, Mary Beth Peterson, Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr.

of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if the President of said Company under its corporate seal attested by its Secretary.



Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 8th day of May, 2018 at New York, New York.

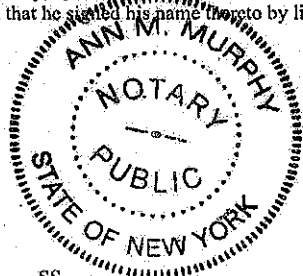
Attest: *Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY  
By: *Michael P. Cifone*  
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 8th day of May, 2018 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



*Ann M. Murphy*  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2021

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 18th day of September, 2018.

By: *Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

## PROPOSAL

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

1. Proposal of Swallow Construction Corporation  
for the improvement known as the **B18-52 Fox Valley Center Drive Water Main Replacement**.
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 insure 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  
Fox Valley Center Drive  
Water Main Replacement  
B18-52**

Route Fox Valley Center Drive  
 County DuPage  
 Local Agency City of Aurora

**RETURN WITH BID**

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

<b>Addendum No. 2</b>					
<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>AMOUNT</b>
1	Abandon Water Valve Box	EA	4	60.00	240.00
2	Remove Water Valve Box	EA	3	60.00	180.00
3	Abandon Valve Vault	EA	2	100.00	200.00
4	Remove Hydrant Assembly	EA	4	25.00	100.00
5	Unsuitable Soil RR	CY	32	8.00	256.00
6	Exploration Trench, 8 Ft	LF	60	12.00	720.00
7	Trench Backfill	CY	1,323	24.25	32,082.75
8	Storm Sewer Removal and Replacement, 12" DIP	FT	39	15.00	585.00
9	Storm Sewer Removal and Replacement, 15" DIP	FT	43	25.00	1,075.00
10	DIP WM, Cl 52, 4" w/V-bio polywrap	FT	50	30.50	1,525.00
11	DIP WM, Cl 52, 6" w/V-bio polywrap	FT	85	82.00	6,970.00
12	DIP WM, Cl 52, 8" w/V-bio polywrap	FT	115	38.00	4,370.00
13	Directionally Drilled DIP WM, Cl 52, 12" w/V-bio polywrap	FT	1,395	200.00	279,000.00
14	Restrained Joint Gasket, 12"	EACH	16	25.00	400.00
15	Line Stop, 8"	EACH	4	250.00	1,000.00
16	Line Stop, 12"	EACH	2	250.00	500.00
17	4" MJ Gate Valve in 48" Vault	EACH	3	2,850.00	8,550.00
18	6" MJ Gate Valve in 48" Vault	EACH	1	3,000.00	3,000.00
19	8" MJ Gate Valve in 48" Vault - Cut into Existing Main	EACH	2	3,350.00	6,700.00
20	8" MJ Gate Valve in 48" Vault	EACH	4	3,350.00	13,400.00
21	12" MJ Gate Valve in 60" Vault	EACH	9	4,950.00	44,550.00
22	Fire Hydrant Assembly	EACH	6	6,500.00	39,000.00
23	1.5" Water Service, Open Cut	FT	20	28.50	570.00
24	2" Dia Water Service, Open Cut	FT	15	35.00	525.00
25	Connect to Existing 1.5" WM (Night)	EACH	1	1,750.00	1,750.00
26	Connect to Existing 1.5" WM	EACH	1	1,750.00	1,750.00
27	Connect to Existing 2" WM (Night)	EACH	1	1,750.00	1,750.00
<b>Page 1 Total</b>					<b>450,748.75</b>



**Schedule of Prices  
Fox Valley Center Drive  
Water Main Replacement  
B18-52**

Route Benton Street  
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
28	Connect to Existing 6" WM	EACH	1	3,500.00	3,500.00
29	Connect to Existing 8" WM (Night)	EACH	1	3,500.00	3,500.00
30	Connect to Existing 8" WM	EACH	3	3,500.00	10,500.00
31	Connect to Existing 12" WM (Night)	EACH	2	3,500.00	7,000.00
32	Connect to Existing 12" WM	EACH	1	3,500.00	3,500.00
33	Cut in Tee	EACH	13	4,500.00	58,500.00
34	Additional Fittings	LB	1,200	5.50	6,600.00
35	Temporary Pavement, 2"	SY	455	1.00	455.00
36	Driveway Pavement Removal & Replacement, 4"	SY	50	50.00	2,500.00
37	Class D Patching, 5"	SY	455	25.00	11,375.00
38	HMA Surface Removal, 1.5"	SY	2,845	1.00	2,845.00
39	HMA Surf Course, 1.5", N50	TON	285	20.00	5,700.00
40	Sanitary MH to Be Adj, New F&L & Chimney Seal	EA	2	350.00	700.00
41	MH To be Adj, New F&L	EA	3	225.00	675.00
42	Bit Materials, Prime Coat	Gal	500	01	5.00
43	Combo PCC Curb and Gutter RR	LF	170	34.15	5,805.50
44	PCC Sidewalk RR, 6"	SF	100	11.75	1,175.00
45	Detectable Warnings	SF	10	23.00	230.00
46	Seeding - Aurora Mix	SY	280	15.00	4,200.00
47	Items Ordered by Engineer	Allow	1	\$60,000.00	\$60,000.00
48	Traffic Control and Protection	LS	1	30,000.00	30,000.00
49	Inlet Filters	EA	6	130.00	780.00
50	Dewatering Bag	EA	1	50.00	50.00
51	Temporary Staging	CY	250	1.00	250.00
52	Non-Special Waste Disposal	TON	200	1.00	200.00
53	Special Waste Disposal	TON	50	1.00	50.00
54	Thermoplastic Pvt Markings, 4"	FT	315	1.40	441.00
55	Thermoplastic Pvt Markings, 6"	FT	1,500	2.15	3,225.00
56	Thermoplastic Pvt Markings, 24"	FT	95	8.50	807.50
Page 2 Total =					224,569.00
Total Carried Forward from Page 1 =					450,748.75
<b>Total Amount for All Improvements for Addendum No. 2=</b>					<b>675,317.75</b>





**Signatures**

(If an individual)

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 Swallow Construction Corporation

Signed By *[Signature]*  
Anthony Rendina, President

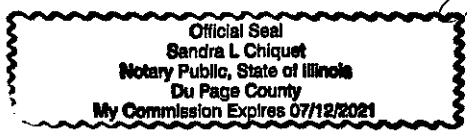
Business Address 4250 Lacey Road  
Downers Grove, IL 60515

President Anthony Rendina

Secretary Anthony Rendina

Treasurer Anthony Rendina

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, adopted on June 26, 2018.
- 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.


COMPANY NAME Swallow Construction Corporation

ADDRESS 4250 Lacey Road

CITY/STATE/ZIP CODE Downers Grove, IL 60515

NAME OF CORPORATE/COMPANY OFFICIAL Anthony Rendina  
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE September 18, 2018

Subscribed and Sworn to

TELEPHONE (630) 512-9900

Before me this 18 day

FAX No. (630) 512-9902

of September, 2018

  
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:

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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 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.

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*See Attached Certificates*

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- 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.

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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: Swallow Construction Corporation

Address: 4250 Lacey Road  
Downers Grove, IL 60515

By:

  
Anthony Kerkling (Signature)

Title:

President

**Executive Director**

Thomas Nordeen

13 September 2018

**Labor Trustees**

James P. Connolly  
Martin Dwyer  
Martin Flanagan  
Joseph V. Healy  
Charles V. LoVerde III  
William Martin

Swallow Construction  
4250 Lacey Road  
Downers Grove, Illinois 60515

To Whom It May Concern:

**Management Trustees**

Seth Gudeman  
Shane Higgins  
Joseph Koppers  
Robert G. Krug  
David Lorig  
William Vignocchi

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Swallow Construction Company is indeed signatory to the Chicagoland Laborers District Council and contribute to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

**Carol Stream Location**

1200 Old Gary Avenue  
Carol Stream IL 60188  
(630) 653-0006

Yours very truly,



Savannah Maddie  
Administrative Assistant

**Chicago Location**

5700 West Homer Street  
Chicago IL 60639  
(773) 413-3315

**United States Department of Labor**

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

**Certificate of Registration**

**Chicagoand 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

IL017990001

Registration No.

S. L. Chao  
Secretary of Labor

Anthony Sanga  
Administrator, Apprenticeship Training, Employer and Labor Services

# INTERNATIONAL UNION OF OPERATING ENGINEERS

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

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
8200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

September 11, 2018

Swallow Construction Corp.  
4250 Lacey Road  
Downers Grove, IL 60515

Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

At the request of Swallow Construction Corp., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Swallow Construction Corp., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office

Caroline Lesniak

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

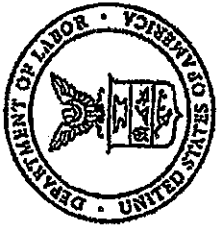
Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund

Wilmington, Illinois

For the Trade - Operating Engineer (Heavy Equipment Technician)

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



*Alvin K. Hall*  
Secretary of Labor

*Alvin K. Hall*  
Administrator, Office of Apprenticeship

May 5, 2002  
Date Revised June 21, 2011

Registration No. IL012020003



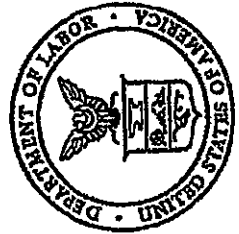
**THE UNITED STATES DEPARTMENT OF LABOR**

**Office of Apprenticeship**

**Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
For the Trade — Operating Engineer*

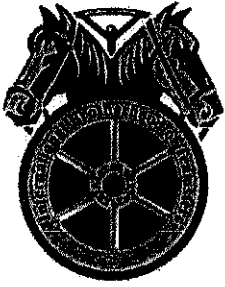
*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



*December 31, 1978*  
Date Revised June 23, 2011

Registration No. **IL008780173**

*Walter J. Solis*  
Secretary of Labor  
*Al V. Hall*  
Administrator, Office of Apprenticeship



# Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431  
Office: (815) 773-0700 Fax: (815) 773-1122  
Info@illinoisteamsterstraining.org

September 12, 2018

To Whom It May Concern:

This letter will certify that Swallow Construction Corp., is currently contributing and is current with its contributions, as of July 2018, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

Rose Wyler  
Administrative Assistant

cc: file

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

**Illinois Teamsters Joint Council No. 25  
Employers JATF**

*Joliet, Illinois*

*For The Trade of: Construction Driver*

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship*

*established by the Secretary of Labor*

**June 22, 2005**

**Revised: April 8, 2016**

**IL8151005004**

*Date*

*Registration No.*



*A. S. G. R.*

*Secretary of Labor*

*John V. Kelly*

*Administrator, Office of Apprenticeship*

STATE OF ILLINOIS )  
County of Kane ) ss.

**BIDDER'S TAX CERTIFICATION**

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

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

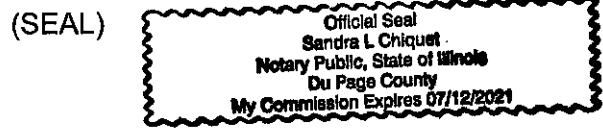
DATED this 18 day of September, 2018.

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

ATTEST/WITNESS:  
By [Signature]  
Title Witness

Subscribed and sworn to before me this 18 day of September, 2018.

[Signature]  
Notary Public





**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 5866

Swallow Construction Corporation  
4250 Lacey Road Downers Grove, IL 60515

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 \$7,079,000.00

001	EARTHWORK	\$1,850,000
012	DRAINAGE	\$7,079,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/22/2018 TO 4/30/2019 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 5/22/2018.

*Tim Bell*

Engineer of Construction

**B18-52  
Fox Valley Center Dr Water Main Replacement  
Bid opening – September 18, 2018**

**ADDENDUM NO. 1  
Page 1 of 2**

**TO: All Bidders**  
**FROM: Engineering Division, City of Aurora**  
**DATE: September 11, 2018**

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.**

1. The attached design notes were mistakenly left off the plan and profile sheets. They will be added to the construction set of drawings.

Sincerely,



Kurt Muth, P.E.  
Professional Engineer  
City of Aurora Engineering Division

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**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT [kmuth@aurora-il.org](mailto:kmuth@aurora-il.org) IMMEDIATELY UPON RECEIPT.**

**COMPANY NAME** Swallow Construction Corporation

**SIGNATURE OF COMPANY REPRESENTATIVE** Anthony Rendina

#### Design Notes:

1. 12" water main shall be directionally drilled using ductile iron pipe. Pits shall be located to prevent disruption of commercial entrances.
2. Connections to services and 8" looped water main if necessary shall be made at night to prevent negatively impacting operation of businesses. Cost of performing night connections shall be included in the connection pay item as noted. Night time connections shall include pre digging the connection point and finishing the connection by 5 am. Day time connections shall include pre digging the connection point and completing the connection between 5 am and 9 am.
3. Roadway shutdowns shall be limited to the outer two lanes of Fox Valley Center Drive. Traffic control shall be set up to shift northwest bound traffic to turn lane to maintain two way traffic.
4. Connections or crossings impacting the function of Entrances 1 or 6 shall be performed at night to minimize impact to traffic.
5. 1" whips shall be installed in all 4" valve vaults and 1.5" whips shall be installed in all 8" valve vaults for flushing purposes.
6. Excavation of boring and receiving pits shall be included in the cost of the water main installation. Pit Locations shall be approved by the engineer first and shall be set to limit disturbance to traffic and access. Payment for restoration of pit locations will be limited to 4 locations outside of anticipated connection points.
7. Relief pits (as needed) to be located in areas to be dug for future connections for services, loops and hydrants. Any restoration for additional relief pits shall be considered included in the cost of the project.
8. The 12" connection at entrance 6 to the existing main shall not be made until all new main up to lateral valves and hydrants is in the ground and ready for flushing/testing within the immediate future due to the condition of the existing main.
9. Cut in Tees shall be paid for separately when they do not fall within a boring, receiving, or relief pit.
10. Orange Crush is scheduled to pave the center lane and inner two lanes of Fox Valley Center Drive between 9/10 and 10/19. The outer two lanes will be either binder patched or milled and overlaid as part of this project.
11. Contractor shall begin construction the first week of October assuming City Council approval is achieved on September 25<sup>th</sup> as anticipated.

**B18-52  
Fox Valley Center Dr Water Main Replacement  
Bid opening – September 18, 2018**

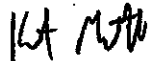
**ADDENDUM NO. 2  
Page 1 of 3**

**TO: All Bidders**  
**FROM: Engineering Division, City of Aurora**  
**DATE: September 14, 2018**

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.**

1. Due to the tight timeline of the project bid opening, award and construction and the lead time on zinc coated ductile iron pipe used for directional drilling, the requirement for the pipe to be zinc coated will be waived for this project. The attached bid schedule has be revised to reflect this. The water main shall still be encased in the appropriate size v-bio polywrap.
2. The C&G R&R, trench backfill, patching and seeding restoration quantities have been increased as reflected in the revised schedule of quantities.

Sincerely,



Kurt Muth, P.E.  
Professional Engineer  
City of Aurora Engineering Division

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT [kmuth@aurora-il.org](mailto:kmuth@aurora-il.org) IMMEDIATELY UPON RECIEPT.**

**COMPANY NAME** Swallow Construction Corporation

**SIGNATURE OF COMPANY REPRESENTATIVE** Anthony Rendina