Performance Construction & Engineering, LLC		
Contractor's Name		· · · · · · · · · · · · · · · · · · ·
217 W. John Street		
Street		P.O. Box
Plano	<u>IL</u>	60545
City	State	Zip Code



### CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

### PROPOSAL AND SPECIFICATIONS FOR

77 S. Broadway Ave. Parking Structure & 65 Water St. Demolition Project Bid 18-23

AURORA, ILLINOIS

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 Performance Construction & Engineering, LLC for the improvement known as the 77 S. Broadway Ave. Parking Structure & 65 Water St. Demolition Project, Bid 18-23.
- 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 <u>5% Bid Bond</u> 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 77 S. Broadway Ave. Parking Structure & 65 Water St Demolition Project B18-23

Route

S. Broadway Ave. & Water St.

County

Kane

Local Agency City of Aurora

### RETURN WITH BID

### Addendum No. 1

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	6' Chain Link Temporary Construction Perimeter Fence	FT	800	5.00	4,000.00
2	Tree removal (6-15 units)	UNIT	6	125.00	750.00
3	65 Water St Trash Enclosure Fence Removal	LS	1	1,500.00	1,500.00
4	Curb and Gutter Removal	FT	150	5.00	750.00
5	Sidewalk Removal (Adjacent to 65 Water St)	SF	1,000	0.50	500.00
6	Light Pole Foundation Removal (65 Water St)	EA	1	500.00	500.00
7	65 Water Street Building Demolition	LS	1	80,000.00	80,000.00
8	77 S. Broadway Avenue Parking Structure Demolition	LS	1	163,445.00	163,445.00
9	77 S. Broadway Avenue Interior Building Demolition	LS	1	10,000.00	10,000.00
10	Communications Service Conduit Installation & Wall Bracing	FT	60	40.00	2,400.00
11	Excavation for Structural Concrete	СҮ	30	50.00	1,500.00
12	Concrete Structures	CY	70	1,000.00	70,000.00
13	Exterior Stair Railing, 3' Tall	FT	20	75.00	1,500.00
14	Stairwell Gate	FT	4	500.00	2,000.00
15	Removal of Cladding on Three East Columns	LS	1	4,500.00	4,500.00
16	Fill Drive Trough Tunnel	CY	35	30.00	1,050.00
17	Masonry Wall (NE stairwell doorways, Non- structural)	SF	60	35.00	2,100.00
18	Foundation Waterproofing	SF	2,400	3.50	8,400.00
19	Drain Tile, 6" Perforated PVC SDR-26	FT	350	20.00	7,000.00
20	Connect drain tiles with 6" Wye connection	EA	1	500.00	500.00
21	Connect proposed underdrain to existing storm sewer	EA	2	1,000.00	2,000.00
22	Aggregate Base Course, Tye A, 12"	SY	900	18.00	16,200.00
23	Bituminous Materials (Prime Coat)	GAL	600	5.00	3,000.00
24	Hot Mix Asphalt, Binder Course, N50, 2.5"	TON	208	80.00	16,640.00
25	Hot Mix Asphalt, Surface Course, N50, 1-1/2"	TON	80	97.00	7,760.00
26	Class D Patching, 10"	SY	50	110.00	5,500.00

NO.	<u>ITEM</u>	UNIT	QUANTITY	UNIT COST	AMOUNT
27	Surface Course Removal	SY	20	20.00	400.00
28	6" PCC Barrier Curb	FT	110	23.00	2,530.00
29	10" PCC Barrier Curb	FT	60	28.00	1,680.00
30	Concrete Flume, 6" Thick	SF	25	24.00	600.00
31	Install Furnished Brick	SF	250	15.00	3,750.00
32	Furnish and Install Common Brick	SF	500	25.00	12,500.00
33	Bollard, 6" Dia., 6' tall, 3' Bury	EA	1	1,000.00	1,000.00
34	Bolfard Removal	EA	2	200.00	400.00
35	Concrete Apron Removal	SY	25	75.00	1,875.00
36	Combination PCC Curb & Gutter Removal and Replacement	FT	210	30.00	6,300.00
37	Decorative Fence, 4'	FT	110	50.00	5,500.00
38	PCC Sidewalk Rem. and Replace, 5"	SF	2,000	7.40	14,800.00
39	PCC Sidewalk, 5" w/Welded Wire Fabric & Aggregate Base	SF	2,050	7.60	15,580.00
40	Detectable Warnings	SF	100	22.00	2,200.00
41	Brick Ribbon Removal and Replacement	SF	330	15.00	4,950.00
42	Brick Ribbon Installation	SF	180	10.00	1,800.00
43	Seal Coat	SY	450	3.00	1,350.00
44	Paint Pavement Marking - Line, 4"	FT	1,500	2.00	3,000.00
45	Paint Pavement Marking - Letters & Symbols	SF	55	10.00	550.00
46	Topsoil, 6" (Landscape Islands only)	SY	140	6.00	840.00
47	Seeding - Aurora Mix	SY	2,000	3.00	6,000.00
48	Items Ordered by Engineer	Allowance	1	\$50,000.00	\$50,000.00
49	Traffic Control and Protection	LS	1	25,000.00	25,000.00
50	Inlet Protection	EACH	5	200.00	1,000.00
51	Silt Fence	FT	60	5.00	300.00
52	Dewatering Bag	EACH	1	600.00	600.00
	Bidder's Total Proposal for Making Base	Bid Improv	ements (Add	endum No. 1) =	\$ 578,000.00



V <sub>n</sub> ,		Signatures
(If an individual)	Signature of Bidder	_
	Business Address	
(If a partnership)		
	Firm Name	<u> </u>
	Signed by	
	Business Address	
	<del></del>	
	Insert Names and Addresses of	
	All Partners	
(If a corporation)		
	Corporate Name Performance Construction &	Engineering, LLC
	Signed By	
	Business Address 217 W. John Street	President
	Plano, IL 60545	
	President Lonnie Avery	
	Secretary	
	Transumer K Paul Corbin	

Attest: Sarah Tamel Secretary



### Local Agency Proposal Bid Bond

								Route	Various	
							_	County	Kane	
			l	RETURN	HTIW I	BID		Local Agency	City of Auror	a
								Section		
					PAPER	BID BOND	)			
WE	Performance	Construct	on and E	ngineering						_ as PRINCIPAL,
and	Merchants Bo	ndina Cor	npany (N	lutual)						as SURETY.
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the amour	nt specified in the , administrators, s	proposal c	ocument	s in effect on	the date o	f invitation fo	r bids whichev	er is the lesser su	ım. We bind our	
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preceding	E EVENT the LA or paragraph, then purt costs, all attor	the LA acti	ng throug	h its awardir	ng authority	shall immed				set forth in the t out above, together
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			. •			Principal				
Performan	nce Construction	and Engi	neering,	LLC		•				
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Lonnie	very, President	(Signatur	and Tille	)	<del>- '</del>			(Signat	ture and Title)	
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Merchants	Bonding Comp	any (Mutu	al)			By: 4	/ Kin	ンベレ	no	
· · · ·		(Name of Si							f Attorney-in-Fact)	<del></del>
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COUNTY	Y OF Dallas									
l	Anne Crowner					tary Public	in and for sa	id county,		
do hereb	y certify that	Lonnie A	very and	Dione R. Ye		( ) B ( ) 1	· · · · · · ·	V / DOINIGIDAL & C	ALIBETT A	<del></del>
SURETY,	each personally kr , appeared before act for the uses a	me this da	y in perso	same perso on and ackno	ns whose i	names are s	ubseribed to th		ment on behalf o	f PRINCIPAL and s their free and
	Given	under m	/ hand a	nd notarial	seal this	/22nd	day of	March, 2018	·	
My com	mission expires	7/21/	2018				11/12			
						Ange C		(Notary I	Public)	81.12-L
The Prin an electr the Princ venture	ronic bid bond II	nit an elec D code ar are firmly contractor	tronic bio d signin bound	d bond, in li g below, the unto the LA	checked be ieu of come Principa a under the	npleting the Il is ensurin e conditions	ctronic bid I above section g the identifies of the bid b	on of the Proposed electronic bid ond as shown a	al Bid Bond Fo bond has been bove. (If PRIN	CIPAL is a joint
	Electronic Bid Bond	ID Code		1	•		(Company	/Bidder Name)	·	
							(Signatu	re and Title)		Date



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Jody Decker; Kami Brower; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th

day of

Novembe

, 2017



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 7th day of November 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of

March

2018.

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Secretary

William Harner Is.

### **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. O17-029, adopted on June 27, 2017.
- 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 Sates Department of Labor.

Contractor shall check the box indicating that a copy of applicable program

Н.	I/We will a statutes.	rtification ibide by	all other	Federal,	State	and	local	codes,	rules,	regulations,	ordinances	and
COMP	ANY NAME	Perfo	rmance	Construc	tion &	Engi	ineeri	ng, LLO	<u> </u>		_	

ADDRESS \_\_\_\_\_\_ 217 W. John Street

CITY/STATE/ZIP CODE \_\_Plano, IL 60545

NAME OF CORPORATE/COMPANY OFFICIAL \_\_Lonnie Avery

PLEASE TYPE OR PRINT CLEARLY

NAME OF CORPORATE/COMPANY OFFICIAL Lonnie Avery
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE

DATE March 28, 2018 Subscribed and Sworn to

TELEPHONE (630) 918-1237 Before me this 28th day

FAX No. (\_\_\_\_) N/A of March \_\_\_\_, 2018

Notary Public

CAROLE L PARNELL OFFICIAL SEAL Notary Public, State of Illinois My Commission Expirés August 31, 2021

### INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M AFFILIATED WITH THE A.F.L.-C.J.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY PRESIDENT-BUSINESS MANAGER



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

January 16, 2017

Performance Construction & Engineering. Otherwise known as P.C.E

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

Dear Sir or Madam:

At the request of P.C.E, 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, IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, P.C.E. 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 2 dispatch office

Virginia Turvey

VT

**Enclosures: Certificates** 

# States Bepartment of States States

Office of Apprenticeship Araining, Amployer and Yahor Services Aureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150 Plainfield, Illinois 4on the Trade of Repairen (Heavy) Registered as part of the Xational Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Babor

A.C. chas

Secretary of Babor

THE STATE

Administrator, Apprenticeship Training, Camployer and Babar Services

May 5, 2002

<u>IL012020003</u>

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Office of Spyrenticeship Craining, Employer and Jahor Securices Autour of Approniteeship and Araining

Centrale at Registratur

Operating Engineers Local #150 Mainfield, Minass

Registered as part of the Vational Apprenticeship Program gor the Trade of Operating Engineer

in accordance with the basic standards of apprenticeship

established by the Secretary of Dabor

Macuember 5, 2002

AL 008780173



ACR. Cha

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C. FD42-

16 January 2017

Executive Director
Thomas Nordeen

Labor Trustees
James P. Connolly
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
Joe Riley

Management Trustees
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug

David Lorig William Vignocchi Mr. Lonnie Avery 722 E. South St. Unit B Plano, IL 60545

Dear Mr. Avery

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 Performance Construction and Engineering, LLC is indeed signatory to the Fox Valley Laborers' Health & Welfare Fund and contributes to the Laborers' Apprenticeship Fund.

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

n Mareldin

Yours very truly,

Miranda Maddie Office Manager

**Carol Stream Location** 

### Apprenticeship or Training Program Certification

Return with Bid

AII	contra	ectors 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:
req all o bid app and	uires the other reders' so oroved the Traini	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, his contract to be awarded to the lowest responsive and responsible bidder. In addition to esponsibility factors, this contract or deliver and install proposal requires all bidders and all subcontractors to disclose participation in apprenticeship or training programs that are by and registered with the United States Department of Labor's Bureau of Apprenticeshiping, and applicable to the work of the above indicated proposals or groups. Therefore, all required to complete the following certification:
	ł.	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.
	11.	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.
		Stokes Excating

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.						
contractor bidder is r craft job c	rements of this certification and disclosure a shall require this certification provision to be esponsible for making a complete report and ategory that will be utilized on the project is accompled to the complete state.	included in all approved subcontracts. The shall make certain that each type of work or counted for and listed. The City of Aurora					
<u>requires</u> Departme	a copy of each applicable Certificate of Fent of Labor evidencing such participation	n by the contractor and any or all of its					
subcontr	actors be included with the bid in order to	qualify to bid on the project.					
	D. C. Constant & Fundamenton 11.0						
Bidder:	Performance Construction & Engineering, LLC	By: (Signature)					
Address:	217 W. John Street, Plano, IL 60545	Title: President					

STATE OF ILLING	NS)	
	)	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 28th	day of _	March	, 20 <u>18</u> .
	Ву	John	
		Signature of Bid	Ider's Executing Officer)
		Lonn	ie Avery
		(Print name of Bi	dder's Executing Officer)
		Pro	esident
		(7	Title)
ATTEST/WITNESS:			
By arole tamel			
Title Secretary	<del></del>		
Subscribed and sworn to before me 28th day of March , 201			
CAROLE L PARNELL OFFICIAL SEAL Notary Public, State of Illin	ols	,	

My Commission Expires
August 31, 2021

### B18-23

77 S. Broadway Ave Parking Structure and 65 Water St Demolition Project Bid opening – March 28, 2018 April 2, 2018 @ 2 p.m.

# ADDENDUM NO. 1 Page 1 of 10

TO:

All Bidders

FROM:

**Engineering Division, City of Aurora** 

DATE:

March 23, 2018

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

1. The bid opening will be rescheduled for April 2, 2018 at 2 p.m. in City Council Chambers.

2. The outline from the March 21st mandatory pre-bid meeting and attendance list are included with this addendum.

- 3. The IDOT prequalification mentioned in the bidder instruction item 3 of the advertisement will not be required for this project.
- 4. The allowable working days for this contract will be increased to 70 days.
- 5. All material left onsite shall be in general accordance with CCDD acceptable fill and shall generally be minus 6"; no pieces larger than 1' will be allowed. Materials that are not in conformance with general CCDD guidelines shall be removed and recycled or removed and transported to an appropriate landfill by the contractor (included in the cost of the demolition). Any equipment and efforts required to meet the size requirements shall be included in the cost of the demolition. The City will provide testing services to confirm that the minimum compaction requirements are met.
- 6. The contractor shall provide continual dust control during the demolition; debris outside the limit of construction fencing shall be addressed immediately and not only at the end of the day. If the contractor intends to use water to control the dust, a meter shall be obtained per the protocol outlined in the specifications; the cost of any water used shall be considered included in the cost of the demolition.
- 7. Doorways in northeast stairwell are to be abandoned with the Masonry Wall pay item.
- 8. The City is currently coordinating the relocation of the gas meter with Nicor. It is anticipated that at least a portion of the demolition will need to be completed prior to relocating the meter.
- 9. The Contractor will be required to protect the existing AT&T line in the parking garage during demolition.
- 10. The City will provide final grades for 65 Water Street once the building is removed; the final pavement grade will match the existing adjacent lots to the north and south.
- 11. 65 Water Street to be excavated down to proposed pavement subgrade elevation and any footings to be removed to at least that elevation.
- 12. The pavement section at 65 Water Street will be 12" aggregate base course, 2.5" binder course, & 1.5" surface course. The binder course thickness will be revised in the schedule of prices.

- 13. The concrete entrance to the parking structure ramp on Benton is to be removed. The schedule of prices will be updated to include the necessary bid items and quantities.
- 14. It was confirmed that the drive through tunnel was not previously filled so the exploratory excavation pay item has been removed.
- 15. The disconnection of the electrical services entering the underground garage pump room from the 77 S. Broadway Avenue basement will be disconnected from the electrical box in the basement prior to the start of this project.
- 16. The opening at the drive through window and the doorway to the building's basement in the underground parking garage are to be abandoned according to the attached sketch from the structural engineer. This detail will be added to the construction set of plans. These abandonments will be paid for using the concrete structures pay item. The cost of the required rebar and post applied waterstop by Durajoint (Type 12 RT) to be installed around the perimeter of the opening shall be incidental to the concrete structures pay item.
- 17. A pay item has been added for 77 S. Broadway Avenue interior building demolition. The attached sketch details the demolition location and items while the special provision below lists the requested activities.
- 18. The contractor to protect brick above upper parking deck from being damaged during removal of the deck. The City will provide replacement bricks for the contractor to install for any damaged bricks. This installation of replacement bricks shall be paid for at the contract unit price of SQUARE FOOT for INSTALL FURNISHED BRICK which price shall include all labor, material and equipment required to perform the work as specified herein.
- 19. The contractor shall install common brick in place of the upper parking deck concrete edges adjacent to the brick walls along the north and south faces of the parking deck which are to be removed. The contractor shall be responsible for furnishing the common bricks to be installed at this location. This installation of common bricks shall be paid for at the contract unit price of SQUARE FOOT for FURNISH AND INSTALL COMMON BRICK which price shall include all labor, material and equipment required to perform the work as specified herein.
- 20. Special provisions for the foundation waterproofing, bollard, stairwell gate, and staircase railing are included with this addendum.
- 21. An updated schedule of prices is attached for the bidders use.

### SP R.15 – FOUNDATION WATERPROOFING

This work shall consist of waterproofing exterior building faces composed of existing and proposed CMU block or concrete surfaces that are to be buried according to the plans and details.

This work shall be completed in accordance with article 503.18 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. In addition, a geocomposite wall drain shall also be installed adjacent to the exterior building face to be buried. The geocomposite wall drain shall extend a length of 2' horizontally away from and at the bottom elevation of the vertical wall to receiving waterproofing. The cost of the geocomposite wall drain shall be included in the cost of FOUNDATION WATERPROOFING.

This work will be measured and paid for at the contract unit price per SQUARE FOOT for **FOUNDATION WATERPROOFING** of buried vertical wall face which price shall include all labor, material and equipment required to perform the work as specified herein.

### SP R.16 - BOLLARD

This work shall consist of installing a bollard in the proposed concrete flume similar to the existing bollard in the parking lot north of 65 Water Street.

The proposed concrete bollard shall be encased in a 6" diameter galvanized pipe. The pipe shall have a bury depth of 6' and shall have 3' of exposure above grade. A 15" diameter hole shall be excavated for the bollard base and the hole shall be backfilled with concrete.

This work will be measured and paid for at the contract unit price per EACH for **BOLLARD** which price shall include all labor, material and equipment required to perform the work as specified herein.

### SP R.17 - EXTERIOR STAIR RAILING

This work shall consist of installing stair railing on the proposed concrete staircase located on the west side of 77 S. Broadway Avenue.

A stair railing shall be installed along the north and south edges of the concrete stairs. Each stair railing shall be a 36" tall Trex griprail aluminum center handrail with a powdercoat finish or an engineer approved equal. The handrail shall be installed and mounted per manufacturer recommendations. Shop drawings shall be submitted for approval to the City prior to the purchase of the materials. The railing shall be paid for per foot with the length measured along the of top railing not including the vertical supports.

This work will be measured and paid for at the contract unit price per FOOT for EXTERIOR STAIR RAILING which price shall include all labor, material and equipment required to perform the work as specified herein.

### SP R.18 – STAIRWELL GATE

This work shall consist of installing a gate in the northeast stairwell of 77 S. Broadway Avenue at the Broadway Avenue street elevation restricting access to the lower level of the stairwell. The lower doorway in this stairwell below the elevation of Broadway Avenue is to be abandoned in preparation of the shear wall construction.

The gate shall be a 3' tall wrought iron gate with an access opening of at least 30". The gate shall have a maximum spacing of 4" between the vertical bars. Shop drawings shall be submitted for approval to the City prior to the purchase of the materials. The gate shall be paid for per foot with the length measured along the top railing of the gate.

This work will be measured and paid for at the contract unit price per FOOT for STAIRWELL GATE which price shall include all labor, material and equipment required to perform the work as specified herein.

### SP R.19 - 77 S. BROADWAY AVENUE INTERIOR BUILDING DEMOLITION

This work shall consist of demolition of the areas depicted in the attached exhibit. The south wall, raised wooden platform, stairwell, and doorways of the old bank drive thru teller room shall be removed according to the attached plan.

This work will be measured and paid for at the contract unit price per LUMP SUM for 77 S. BROADWAY AVENUE INTERIOR BUILDING DEMOLITION which price shall include all labor, material and equipment required to perform the work as specified herein.

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 <a href="mailto:kmuth@aurora-ilorg">kmuth@aurora-ilorg</a> IMMEDIATELY UPON RECIEPT.

COMPANY NAME PERFORMANCE CONSTRUCTION & ENG., LLC

SIGNATURE OF COMPANY REPRESENTATIVE



### **Schedule of Prices** 77 S. Broadway Ave. Parking Structure & 65 Water St Demolition Project B18-23

Route

S. Broadway Ave. & Water St.

County

Kane

Local Agency City of Aurora

### RETURN WITH BID

### Addendum No. 1

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
11	6' Chain Link Temporary Construction Perimeter Fence	FT	800		
2	Tree removal (6-15 units)	UNIT	6		
3	65 Water St Trash Enclosure Fence Removal	LS	1		
4	Curb and Gutter Removal	FT	150		
5	Sidewalk Removal (Adjacent to 65 Water St)	SF	1,000		
6	Light Pole Foundation Removal (65 Water St)	EA	1		
7	65 Water Street Building Demolition	LS	1		
8	77 S. Broadway Avenue Parking Structure Demolition	LS	1		
9	77 S. Broadway Avenue Interior Building Demolition	L\$	1		
10	Communications Service Conduit Installation & Wall Bracing	FT	60		
11	Excavation for Structural Concrete	CΥ	30		
12	Concrete Structures	CY	70		
13	Exterior Stair Railing, 3' Tall	FT	20		
14	Stairwell Gate	FT	4		
15	Removal of Cladding on Three East Columns	LS	1		
16	Fill Drive Trough Tunnel	CY	35		
17	Masonry Wall (NE stairweil doorways, Non- structural)	SF	60		
18	Foundation Waterproofing	SF	2,400		
19	Drain Tile, 6" Perforated PVC SDR-26	FT	350		
20	Connect drain tiles with 6" Wye connection	EA	1		
21	Connect proposed underdrain to existing storm sewer	EA	2		
22	Aggregate Base Course, Tye A, 12"	SY	900		
23	Bituminous Materials (Prime Coat)	GAL	600		
24	Hot Mix Asphalt, Binder Course, N50, 2.5"	TON	208		
25	Hot Mix Asphalt, Surface Course, N50, 1-1/2"	TON	80		
26	Class D Patching, 10"	SY	50		

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
27	Surface Course Removal	SY	20		
28	6" PCC Barrier Curb	FT	110		
29	10" PCC Barrier Curb	FŤ	60		
30	Concrete Flume, 6" Thick	SF	25		
31	Install Furnished Brick	SF	250		
32	Furnish and Install Common Brick	SF	500		
33	Bollard, 6" Dia., 6' tall, 3' Bury	EA	1		
34	Bollard Removal	EA	2		
35	Concrete Apron Removal	SY	25		
36	Combination PCC Curb & Gutter Removal and Replacement	FT	210		
37	Decorative Fence, 4'	FT	110		
38	PCC Sidewalk Rem. and Replace, 5"	SF	2,000		
39	PCC Sidewalk, 5" w/Welded Wire Fabric & Aggregate Base	SF	2,050		
40	Detectable Warnings	SF	100	·	
41	Brick Ribbon Removal and Replacement	SF	330		
42	Brick Ribbon Installation	SF	180		
43	Seal Coat	SY	450		
44	Paint Pavement Marking - Line, 4"	FT	1,500		
45	Paint Pavement Marking - Letters & Symbols	SF	55		
46	Topsoil, 6" (Landscape Islands only)	SY	140		
47	Seeding - Aurora Mix	SY	2,000		
48	Items Ordered by Engineer	Allowance	1	\$50,000.00	\$50,000.00
49	Traffic Control and Protection	LS	1		
50	Inlet Protection	EACH	5		
51	Silt Fence	FT	60		
52	Dewatering Bag	EACH	1		
	Bidder's Total Proposal for Making Bas	e Bld Impro	vements (Add	lendum No. 1) =	

### **City of Aurora**

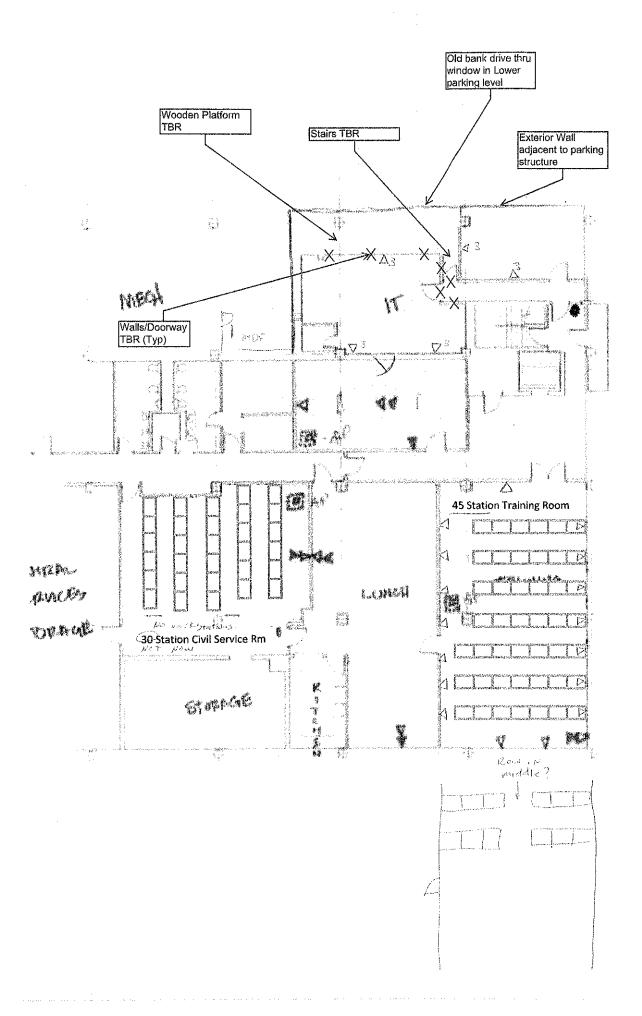
# 77 S. Broadway Ave. Parking Structure & 65 Water St. Demolition Project Mandatory Pre-Bid Meeting Outline Aurora City Hali, 44 E. Downer Place, Aurora IL 60507 March 21st, 10:30 A.M. CST

- 1. The minutes from this meeting will be distributed via an addendum.
- 2. Bids are due to the City Clerk by 2:00 P.M. CST, March 28th, 2018.
- 3. IDOT Prequalification, as mentioned in bidder instruction item 3 of the advertisement, will be not be required for this project.
- 4. Anticipated contract approval is currently the City Council meeting on April 24th.
- 5. There are 50 Working Days to achieve Substantial Completion which starts with the execution of the contract or 15 days from the Notice to Proceed (Anticipated 4/24), whichever occurs first.
- 6. Project Limitations and Work Restrictions:
  - a. Full closure of Water Street to be limited to one week.
  - b. Closure of the parking lot on the North side of 65 Water Street shall be limited to one week.
  - c. Closure of the parking module (two rows of parking and aisle) on the South side of 65 Water Street shall be allowed for the duration of the project to be used as storage and staging.
  - d. Closure of northbound Water Street during the demolition of the west side of the parking garage should be kept to a minimum.
  - e. Flaggers should be utilized as necessary when crossing Water Street outside of any closures.
  - f. Detour routes utilizing Stolp Avenue will be required for any lane closures of Water Street.
  - g. Trucks shall enter and exit the site via Benton Street; construction traffic shall not utilize Downer Place.
- 7. All material left onsite shall be in general accordance with CCDD acceptable fill and shall generally be minus 6"; no pieces larger than 1' will be allowed. Materials that are not in conformance with general CCDD guidelines shall be removed and recycled or removed and transported to an appropriate landfill by the contractor (included in the cost of the demolition). Any equipment and efforts required to meet the size requirements shall be included in the cost of the demolition.
- 8. The contractor shall provide continual dust control during the demolition; debris outside the limit of construction fencing shall be addressed immediately and not only at the end of the day. If the contractor intends to use water to control the dust, a meter shall be obtained per the protocol outlined in the specifications; the cost of any water used shall be considered included in the cost of the demolition.
- 9. An addendum is forthcoming, which will contain details for a bollard, a gate in the northeast stairwell and an exterior staircase railing.
- 10. Doorways in northeast stairwell are to be abandoned with the Masonry Wall pay item.
- 11. The City is currently coordinating the relocation of the gas meter with Nicor. It is anticipated that at least a portion of the demolition will need to be completed prior to relocating the meter.
- 12. The Contractor will be required to protect the existing AT&T line in the parking garage during demolition.
- 13. The City will provide final grades for 65 Water Street once the building is removed; the final pavement grade will match the existing adjacent lots to the north and south.
- 14. 65 Water Street to be excavated down to proposed pavement subgrade elevation and any footings to be removed to at least that elevation.
- 15. The pavement section at 65 Water Street will be 12" aggregate base course, 2.5" binder course, & 1.5" surface course. The binder course thickness will be revised in the schedule of prices.
- 16. The concrete entrance to the parking structure ramp on Benton is to be removed. The schedule of prices will be updated to include the necessary bid items and quantities.
- 17. The City will be adding some internal demolition work at 77 S. Broadway Avenue inside the bank teller window. More detail will be provided with the addendum.

# City of Aurora 77 S. Broadway Ave & 65 Water Street Demolition Project Mandatory Pre-Bid Meeting 3/21/18

### Sign-In Sheet

Name	Organization	Number
Kurt Muth	City of Aurora	630-256-3200
Jason Bauer	City of Aurora	630-256-3200
NOHN TRANKING DUSES VAZQUEZ	A A man b	630-513-6711
MI'VE WOWCZUK	FH PASCHEN	773-251-0251
Lewis Gibbon <	Spirit Weeking	WATEN 630.297.1460
BEES BRENER	EUTONDAMON	708 532 7000
Bill Handt	Alliance Concrete Souring	847-878-7695
JAMES O' CONNELL	DORE & ASSOC. CONTRACTIN	14 989-684-8358
Bobby Myagmar	BEB longfrestion	Ing. 821-218-0872.
PETE LEHOTAN	KLFENTERPRISES	773-640-1104
GLENN LEMPA	MID WEST WHECKING	312-666-1043
Jurgen Cavabez	American Demolition	738 847-456-1229
TERRY Swells	PCW EGILAR	630-844-3000
Steve Linden	H. Linden & Jons	430-552-9955
Chris Lumpa	Alpine Demolition	630-470-1644
Jeremy Thand	Henghen Weeting	773-617-8244





### City of Aurora, IL - Bid 18-23 Addendum No. 2

Coulter, Jolene <JCoulter@aurora-ii.org>

Fri, Mar 30, 2018 at 7:47 AM

Good morning,

The City of Aurora, IL posted the attached addendum to the City's website late yesterday.

Sealed bids will be accepted prior to 2:00 pm, Monday, April 2, 2018 at:

City of Aurora, IL

Attn: City Clerk's Office, 2<sup>nd</sup> floor

44 E. Downer Place

Aurora, IL 60507

We look forward to receiving your bids.

Sincerely,

### Jolene Coulter

Director of Purchasing

44 E. Downer Place

Aurora, IL 60507

Ph) 630-256-3550

Fx) 630-256-3559

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors.

EFT is fast, simple, safe and secure and is our preferred method of payment!

Please contact the Purchasing Office to get signed up.

### B18-23

77 S. Broadway Ave Parking Structure and 65 Water St Demolition Project Bid opening – March 28, 2018 April 2, 2018 @ 2 p.m.

# ADDENDUM NO. 2 Page 1 of 4

TO:

All Bidders

FROM:

**Engineering Division, City of Aurora** 

DATE:

March 29, 2018

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

- 1. The structural concrete details for the drive thru window and underground garage basement door abandonment were omitted from Addendum no. 1. They are attached to this addendum.
- 2. Pavement marking removal and temporary pavement marking referenced in the traffic control and protection special provision will not be required for this project and are not listed in the schedule of prices.
- 3. Select granular backfill will not be required for this project and is not listed in the schedule of prices.
- 4. Compaction jetting and water soaking will not be required for this project.
- 5. Structure taps referred to the special provisions will not be required for this project.
- 6. Barrier curbs are to be constructed in accordance with the COMBINATION P.C.C. CURB & GUTTER special provision except without the gutter.
- 7. The SEEDING-AURORA MIX pay item is to cover restoration of all proposed non-hardscape surfaces on the 77 S. Broadway Avenue site. The special provision describes what items in addition to topsoil are included with this pay item. If portions of the 77 S. Broadway Avenue site do not achieve the proposed sub-grade elevation due to lack of fill material, then it is not expected to have the area restored.
- 8. The topsoil pay item is intended to be used for the proposed landscape islands at 65 Water Street which will not be seeding following topsoil place but planted by the City of Aurora.
- 9. Rough grading of the disturbed areas will be included in the cost of breakdown and placement of CCDD materials. Fine grading of 65 Water Street will be included in the Aggregate base course pay item. Fine grading of 77 S. Broadway Avenue will be included with the Seeding or hardscape surface pay items.

Sincerely,

It M

Kurt Muth. P.E.

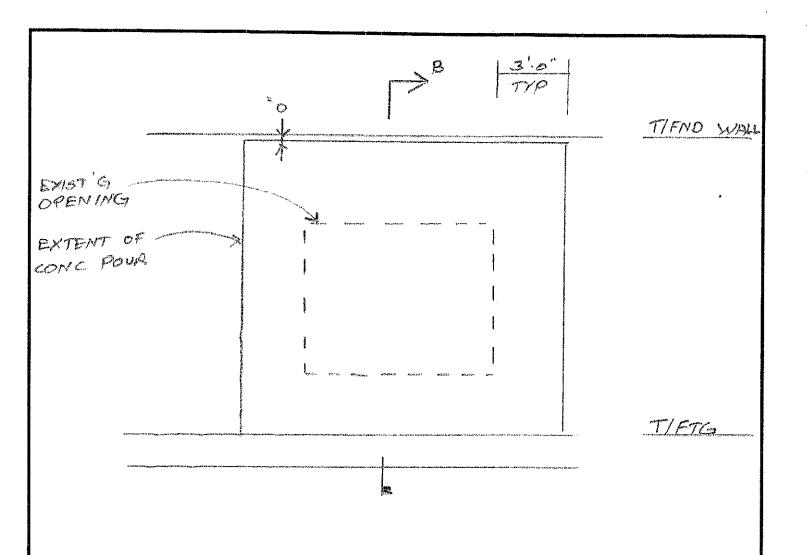
Professional Engineer

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 <a href="mailto:kmuth@aurora-il.org">kmuth@aurora-il.org</a> IMMEDIATELY UPON RECIEPT.

COMPANY NAME PERFORMANCE CONSTRUCTION & ENG., LIC

SIGNATURE OF COMPANY REPRESENTATIVE



A CONCRETE IN FILL AT GARAGE MAN DOOR & DRIVE THRU OPENING

HUTTER	
TRANKINA	
ENGINEERING, PC	

Consulting Structural Engineers 32 W 273 ARMY TRAIL ROAD SUITE # 100 WAYNE, ILLINOIS 60184 Phone (630) 513-6711

JOB 77 S BRONDLES	A. to
SHEET NO CK !! /	OF
CALCULATED BY	DATE
CHECKED BY	DATE
SCALE	

