

PROPOSAL SUBMITTED BY:

Brandt Excavating Inc.

Contractor's Name

385 E Hoover St

Street

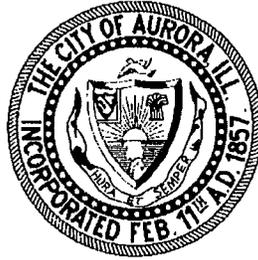
Morris, IL 60450

P.O. Box

City

State

Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

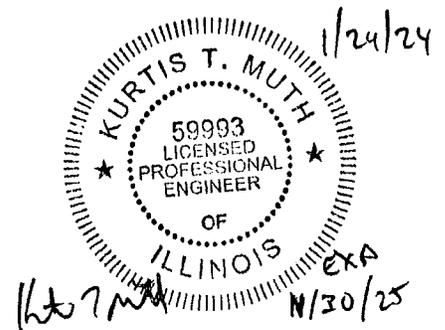
McCleery School Water Main Loop

AURORA, ILLINOIS

January 2024

24-008

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



PROPOSAL

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

1. Proposal of Brandt Excavating Inc.
for the improvement known as the **24-008, McCleery School Water Main Loop.**
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.

Bid Number 24-008

11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$

16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile

liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.

22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



**Schedule of Prices
McCleery School
Water Main Loop
Bid 24-008**

Route W. Illinois Ave (East of Cheyenne Ave)
 County Kane
 Local Agency City of Aurora

RETURN WITH BID

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

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	Select Granular Trench Backfill	CY	120		
2	Unsuitable Soil Removal and Replacement	CY	8		
3	Exploration Trench, 6 Ft	LF	15		
4	Restrained Joint Gasket, 6"	EA	2		
5	Zinc Coated DIP WM, CI 52, 6" w/V-bio Polywrap	LF	350		
6	12" x 6" Pressure Connection in 60" Vault w/ 6" Gate Valve	EA	1		
7	6" MJ Gate Valve in 48" Vault	EA	1		
8	Additional Fittings	LB	150		
9	Connect to Existing 6" WM	EA	1		
10	Water Main Lowering, 6" DIP CL 52	LF	15		
11	Temporary Pavement, 2"	SY	35		
12	Class D Patching, 8" Binder & 1.5" Surface	SY	35		
13	Combination PCC Curb and Gutter Removal and Replacement	LF	20		
14	PCC Sidewalk Rem. and Replace, 5"	SF	50		
15	PCC Waste Container Pad Removal and Replacement, 8"	SY	42		
16	HMA Parking Lot Patching, 4", Commercial	SY	100		
17	Chain Link Fence Removal & Replacement	LSUM	1		
18	Seeding - Aurora Mix	SY	520		
Page 1 Total =					



**Schedule of Prices
McCleery School
Water Main Loop
Bid 24-008**

Route W. Illinois Ave (East of Cheyenne Ave)
 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
19	Items Ordered by Engineer	Allowance	1	\$15,000.00	\$15,000.00
20	Traffic Control and Protection	LS	1		
21	Inlet Protection	EA	2		
22	Dewatering Bag	EA	1		
23	Temporary Staging	CY	25		
24	Non-Special Waste Disposal	TON	25		
25	Special Waste Disposal	TON	25		
Page 2 Total =					
Page 1 Total =					
Bidder's Total Proposal for Making Entire Improvements =					

**Bid 24-008
McCleery School Water Main Loop
Bid opening: February 14, 2024**

**ADDENDUM NO. 1
Page 1 of 6**

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: January 30, 2024

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

1. An alternate bid schedule for directionally drilling 6” water main HDPE (Trenchless) is attached. Bidders may submit either one or both bid schedules. (See pages 2-3)
2. See pages 4-6 for the Special Provision W.15 Directional Drilling Water Main Installation

Sincerely,

City of Aurora Engineering Division

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

COMPANY NAME Brandt Excavating Inc

SIGNATURE OF COMPANY REPRESENTATIVE Meghan Fehr



**Schedule of Prices
McCleery School
Water Main Loop
Bid 24-008
Alternate Bid**

Route	W. Illinois Ave (East of Cheyenne Ave)
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

Alternate Bid

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Select Granular Trench Backfill	CY	0	\$0.00	\$0.00
2	Unsuitable Soil Removal and Replacement	CY	0	\$0.00	\$0.00
3	Exploration Trench, 6 Ft	LF	15	\$100.00	\$1,500.00
4	Restrained Joint Gasket, 6"	EA	0	\$0.00	\$0.00
5	6" Water Main HDPE (Trenchless)	LF	350	\$75.00	\$26,250.00
6	12" x 6" Pressure Connection in 60" Vault w/ 6" Gate Valve	EA	1	\$10,000.00	\$10,000.00
7	6" MJ Gate Valve in 48" Vault	EA	1	\$3,200.00	\$3,200.00
8	Additional Fittings	LB	0	\$0.00	\$0.00
9	Connect to Existing 6" WM	EA	1	\$3,500.00	\$3,500.00
10	Water Main Lowering, 6" DIP CL 52	LF	0	\$0.00	\$0.00
11	Temporary Pavement, 2"	SY	0	\$0.00	\$0.00
12	Class D Patching, 8" Binder & 1.5" Surface	SY	0	\$0.00	\$0.00
13	Combination PCC Curb and Gutter Removal and Replacement	LF	0	\$0.00	\$0.00
14	PCC Sidewalk Rem. and Replace, 5"	SF	0	\$0.00	\$0.00
15	PCC Waste Container Pad Removal and Replacement, 8"	SY	0	\$0.00	\$0.00
16	HMA Parking Lot Patching, 4", Commercial	SY	0	\$0.00	\$0.00
17	Chain Link Fence Removal & Replacement	LSUM	0	\$0.00	\$0.00
18	Seeding - Aurora Mix	SY	210	\$20.00	\$4,200.00
Page 1 Total =					\$48,650.00



**Schedule of Prices
McCleery School
Water Main Loop
Bid 24-008
Alternate Bid**

Route W. Illinois Ave (East of Cheyenne Ave)
 County Kane
 Local Agency City of Aurora

RETURN WITH BID

Alternate Bid

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

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
19	Items Ordered by Engineer	Allowance	1	\$15,000.00	\$15,000.00
20	Traffic Control and Protection	LS	1	\$20,000.00	\$20,000.00
21	Inlet Protection	EA	2	\$100.00	\$200.00
22	Dewatering Bag	EA	1	\$100.00	\$100.00
23	Temporary Staging	CY	25	\$10.00	\$250.00
24	Non-Special Waste Disposal	TON	25	\$40.00	\$1,000.00
25	Special Waste Disposal	TON	25	\$40.00	\$1,000.00
Page 2 Total =					\$37,550.00
Page 1 Total =					\$48,650.00
Bidder's Total Proposal for Making Entire Improvements =					\$86,200.00

SP W.15 - DIRECTIONAL DRILLING WATER MAIN INSTALLATION

This work shall consist of the installation of water main via directional drilling methods. All pipe shall be High Density Polyethylene Plastic Pipe – HDPE (Directional Drilling Installation) or Ductile Iron Pipe – DIP (Directional Drilling Installation).

Polyethylene Plastic Pipe shall meet the applicable requirements of ASTM F-714 “Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter” and ASTM D-1248 “Polyethylene Plastic Molding and Extrusion Materials” and shall meet the following minimum requirements:

1. All pipe shall be made of virgin material. Use of rework will not be permitted. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
2. HDPE shall comply with ANSI/AWWA C906 and ANSI/AWWA C901 specifications.
3. Pipe material shall conform to ASTM D-1248 Type IV, Class C, or in accordance with directional drilling system manufacturer’s recommendation as approved by the Engineer.
4. Dimension ratios – the minimum wall thickness of the polyethylene pipe shall be DR-11.
5. All pipe sections shall be connected using molded butt fusion welded in accordance with ASTM D3261.
6. Pipe shall be black with a blue stripe shall conform to PE 4710 DIPS HDPE Pipe specifications and sizes.
7. Provide coupling to connect HDPE to Ductile Iron at each end of directional bore and at fittings. Provide JCM 230 pipe stiffeners or approved equal at all HDPE to mechanical joint connections. Pipe stiffeners are to be made of 316 stainless steel, match the inside diameter of the HDPE, and be designed for use with mechanical joint restraining devices. Couplings and pipe stiffeners shall be incidental to the cost of the HDPE pipe, hydrant or valve installation.
8. All fittings shall be ductile iron fittings and shall be considered incidental to the line items in the bid.
9. All HDPE pipe shall be installed along with two detectable tracer wires installed in a ½” PVC or HDPE conduit attached to the top of the main. Wire shall be a #10 gauge copper wire with 45 mil. PE coating (Kris-Tech or approved equal). Terminal ends shall be brought to the surface at all structures, fire hydrants and any other locations determined by the Engineer. All splice locations shall be made with suitable electrical connection devices or electrical wire connectors as approved by the Engineer. The Contractor shall demonstrate to the Engineer a check of the completed tracer wire “continuity” to verify the wires were installed properly. If the Contractor fails to install the tracer wires properly, the Contractor will be required to fix or replace the wires until they are working properly.

Ductile Iron Pipe shall meet all requirements as specified under “Water Main Installation” and shall be boltless restrained joint or lock ring type and shall be manufactured in the United States. All ductile iron fittings shall be manufactured in the United States.

The Contractor shall provide plan of proposed directional installation, including, but not limited to location and dimensions of push-pits and receiving pits and proposed vertical and horizontal alignment. **The Contractor must consider the presence of existing utilities, soil conditions, ground water, space constraints, existing manmade improvements both below and above ground, such as vaults, building foundations, transformers, utility poles, traffic control devices, underground utilities, and other unique characteristics of the proposed work and work site.** Installation of pipelines shall be in accordance with the applicable reference standards and as specified herein.

The Contractor shall be responsible for excavating and exposing all private utility, sanitary, and water service crossings to inspect the crossing and state of the service after it has been crossed. The cost of this action will be incidental to the cost of the trenchless pipe installation.

The Contractor shall take necessary precautions to ensure materials are not damaged in unloading, handling, and placing on site storage area will be designated by Engineer. Damaged material shall be removed from the site and replaced with undamaged material. Pipe ends shall be closed at the completion of any work period to prevent entry of animals and foreign material. All new materials shall be selected, handled and installed in accordance with these specifications.

The Contractor shall notify the engineer not less than 48 hours in advance of the time when he Plans to begin construction work at a particular location within the project area. The contractor is responsible for obtaining the location of other utilities near the area to be excavated.

Contractor shall install all pipe at designated depth and grade in accordance with the reference standards, industry practices, and in strict accordance with the equipment and material manufacturer. The Contractor will furnish all labor, equipment materials, and supplies and will perform all work necessary to provide Owner with a complete, finished product. All spoil and slurry from the directional drilling activities shall be promptly removed from the site and disposed of in a legal manner. Contractor will supply portable mud tanks or construct temporary mud pits to contain excess drill fluids during construction. It is the intent to install majority of water main through long segments of directional drilling. Contractor will be allowed to utilize small amounts of open cut installation as shown on Plans and as directed by the Engineer. The proposed alignment, length, profile and grade to which the pipe shall be installed are noted on the applicable drawings. This profile indicates the grade to which the pipe will be installed. Contractor shall haul, string, weld, coat field joints and hydrostatically test the product line in one section. The Contractor shall provide adequate security and shall be responsible for the integrity of the work until after the pullback and final testing. Contractor shall provide adequate support rollers for the product line during pullback of the product string into the pre-drilled hole. The rollers and cradles shall be of a type that will prevent damage to the product line and/or coating and will be of sufficient number to prevent over stressing due to sag bends during the pullback procedure.

Prior to beginning construction, Contractor shall be required to submit a detailed drilling procedure for installation of the crossing, a drill site layout drawing and a bar chart detailing the proposed work schedule. In the event that the Contractor must abandon the drill hole before completion of the crossing, the Contractor will seal the borehole and re-drill the crossing at no extra cost to Owner. In the event that a boulder or other obstacle is encounter, the contractor shall attempt horizontal alignment adjustment to avoid the obstacle. If necessary, the contractor shall remove the obstacle utilizing the most appropriate and economic technology available, including vertical auguring through the boulder.

The Contractor shall limit the longitudinal pull on the product line so as not to exceed 72% of the specified minimum yield strength (SMYS) of the product. Contractor will continuously monitor the longitudinal pulling forces during product line pullback.

The CONTRACTOR shall perform acceptance tests on all new lines. Unless otherwise noted, no separate compensation will be paid for testing; the testing costs are to be included in the related pay items. If the work should fail to pass the tests, it is the CONTRACTOR'S responsibility to correct the work and re-test with no additional compensation. If, within the warranty period, any section of the water system is not acceptable due to subsequent leakage or any other defects, although originally accepted, the CONTRACTOR shall repair or replace the affected portion at no cost to the OWNER.

This work shall be paid for at the contract unit price per foot for WATER MAIN HDPE (TRENCHLESS) or WATER MAIN DIP (TRENCHLESS) of the size and type specified in the Plans and specifications and shall include the cost of:

- 1) Site preparation except removal and replacement of pavement and curb and gutter.
- 2) Excavating and backfilling of drilling and receiving pits to proper grade (if necessary) and disposing off-site of all surplus excavated materials.

- 3) Protecting existing utilities, site objects, and new work, which are to remain in service after completion of new sewers and appurtenances including the costs associated with exploratory excavations.
- 4) Sheeting, shoring, and bracing materials and their installation and removal.
- 5) Dewatering and/or By-Pass Flow Control as necessary to complete the work. Contractor shall maintain flow in all existing mains/services throughout the entire process.
- 6) Drilling materials, equipment, and labor. Pipe materials and pipe installation. Pipe, fittings, butt joints, equipment, labor and material.
- 7) Providing and installing fittings, flexible connectors for connecting to proposed ductile iron pipe transitions, existing pipe or structures.
- 8) Cleanup and all other appurtenant and incidental work.



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Brandt Excavating Inc.

Signed By  President

Business Address 385 E Hoover St, Morris IL 60450

President Chad Brandt

Secretary Meghan Fehr

Treasurer Tonya Ahearn

Attest:  Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

Contractor shall check the box indicating that a copy of applicable program certification is attached.

- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.

Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.

- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

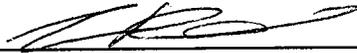
COMPANY NAME Brandt Excavating Inc.

ADDRESS 385 E Hoover St

CITY/STATE/ZIP CODE Morris, IL 60450

NAME OF CORPORATE/COMPANY OFFICIAL Chad Brandt

TITLE President PLEASE TYPE OR PRINT CLEARLY

AUTHORIZED OFFICIAL SIGNATURE 

DATE 2-13-2024

Subscribed and Sworn to

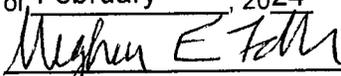
TELEPHONE (815) 942-4488

Before me this 13th day

FAX No. (815)942-4429

of February, 2024

E-MAIL ADDRESS brandtbuilders92@gmail.com


Notary Public

Bid Number 24-008



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

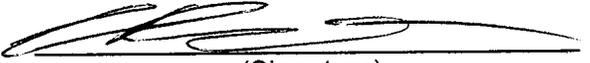
- I. Except as provided in paragraph III below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers Local 75 & Operators 150

- III. Except for any work identified above, any bidder that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: Brandt Excavating Inc.

By: 
(Signature)

Address: 385 E Hoover St, Morris IL 60450

Title: President



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted:
2) Name of Business:
3) Address of Local Office:
4) City, State, Zip:
5) Company's Web Address:
6) Phone: Fax:
7) County your Local Business is Located In:

Submitted By (Signature):
Print Name and Title:
Email Address:

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Backup documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected. Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to: City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507 Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONI.Y

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

Date:
Approved: Denied:
Letter Sent: Initials:



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 678C

Brandt Excavating, Inc.
385 East Hoover Street Morris, IL 60450

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 \$46,514,000.00

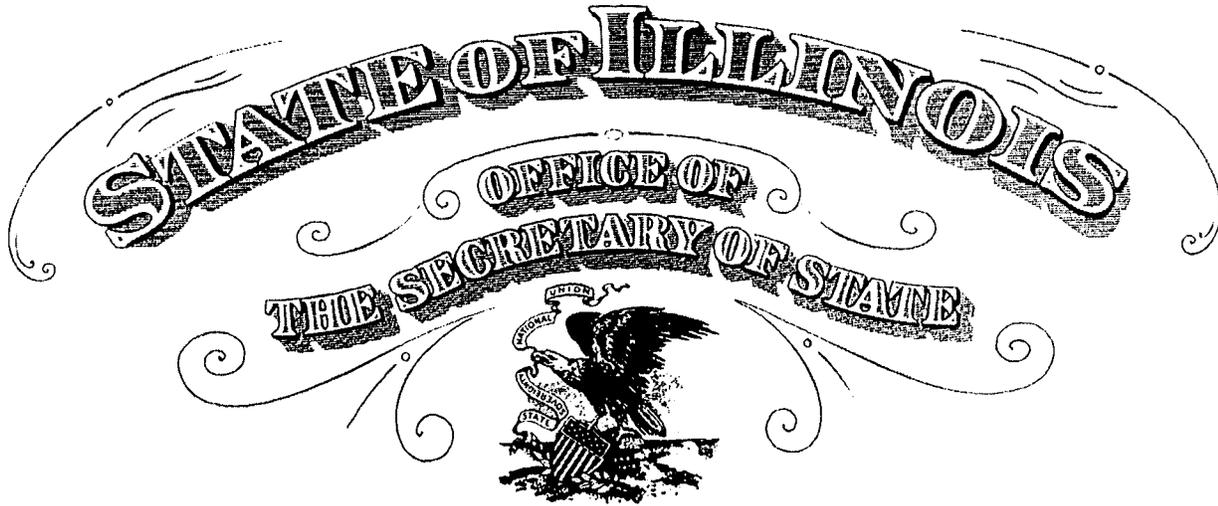
001	EARTHWORK	\$1,000,000
012	DRAINAGE	\$4,750,000
017	CONCRETE CONSTRUCTION	\$575,000
08A	AGGREGATE BASES & SURF. (A)	\$375,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/9/2023 TO 4/30/2024 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 8/9/2023.

Brandt
Engineer of Construction

File Number

6210-086-9



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

BRANDT EXCAVATING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 12, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of MAY A.D. 2023 .

Authentication #: 2315002020 verifiable until 05/30/2024
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas

SECRETARY OF STATE

November 8, 2023

Brandt Excavating, Inc
385 E Hoover Street
Morris, IL 60450

To Whom It May Concern:

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 Brandt Excavating, Inc is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

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

Yours very truly,



Miranda Maddie
Office Manager

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale



Management Trustees

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

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

Chicago
5700 West Homer St.
Chicago, IL 60639

United States Department of Labor

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

Certificate of Registration

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

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

April 12, 1999

Date REVISED August 13, 2004

11017990001

Registration No.



L. L. Chao

Secretary of Labor

Anthony S. ...

Administrator, Apprenticeship Training, Employer and Labor Services

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 F. Solis
Secretary of Labor
Ad. V. Ladd
Administrator, Office of Apprenticeship



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*

May 5, 2002
Date Revised June 21, 2011

Registration No. IL012020003



Abdala J. Solis
Secretary of Labor

Ann V. Hall
Administrator, Office of Apprenticeship

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT



BRANDT EXCAVATING INC

385 HOOVER ST
MORRIS IL 60450-1128

Expiration Date:
9/1/2024

Certificate of Registration

Use Taxes

(4229-4894)

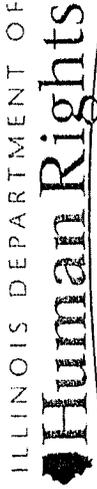


ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: **07/03/2023**

Governor
JB Pritzker



Director
James L. Bennet

State of Illinois Eligible Bidder / Public Contractor

BRANDT EXCAVATING INC.

385 E Hoover Street
Morris, IL, 60450

IDHR Eligibility Number: 138546-00

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 5/2-105. The official status of this registration can be verified at www.illinois.gov/IDHR.



Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL, 60601

Form Number:
PC1
Start Date
04/29/2021
Expiration Date
04/28/2026



Illinois Department of Transportation

McCleery School Water Main Loop Bid 24-008

Local Agency Proposal Bid Bond

Route Various

County Kane

Local Agency City of Aurora

Section

RETURN WITH BID

PAPER BID BOND

WE Brandt Excavating, Inc. as PRINCIPAL,

and Liberty Mutual Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 14th day of February, 2024

Principal

Brandt Excavating, Inc.

(Company Name)

By: [Signature] President (Signature and Title)

By: _____ (Signature and Title)

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

Liberty Mutual Insurance Company

(Name of Surety)

Surety

By: [Signature] James I. Moore (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Sherry L Bacskai, a Notary Public in and for said county,

do hereby certify that & James I. Moore (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

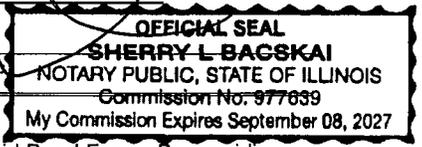
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of February, 2024

My commission expires 09/08/2027

[Signature of Notary Public]

(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

(Company/Bidder Name)

(Signature and Title)

Date

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint James J. Moore of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Brandt Excavating, Inc.
Obligee Name: City of Aurora
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary