

Original

PROPOSAL SUBMITTED BY:

MARC KRESMERY CONSTRUCTION LLC
1725 WELD RD.
ELGIN, IL. 60123

Bidder's Name

Street

P.O. Box

City

State

Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR
PHILLIPS PARK WATERFALL PUMP REPLACEMENT

Located in

AURORA, ILLINOIS

June 30, 2021
Bid Number 21-40

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

MARC KRESMERY CONSTRUCTION LLC
1725 WELD RD.
ELGIN, IL. 60123

1. Proposal of _____
for the improvement known as the Bid Number 21-40, Phillips Park Waterfall Pump Replacement, located in Aurora, IL.
2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work

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

The undersigned further agrees to execute a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work as stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ 5% BID BOND
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.

19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:

We acknowledge receipt of the following
addendum:
#1 dated 6/21/2021
#2 dated 6/25/2021

SCHEDULE OF PRICES

RFB 21-40 (Phillips Park Waterfall Pump Replacement)

Base Bid:

Provide lump sum cost for removal and replacement of a 30 HP Circulating Pump inside the mechanical room of the waterfall located in Phillips Park in accordance with the Project Plans and Specifications:

\$74,917

All bids submitted **must** also include costs for the following alternate bid items. The City reserves the right to include or exclude either of these items from the final award:

Bid Alternate #1:

Provide lump sum cost for removal and replacement of the 12" pipe from the settling basin to pump in accordance with the Project Plans and Specifications:

\$1—

Bid Alternate #2:

Provide lump sum cost for removal and replacement of the 10" pipe and valves from the pump to fountain dispenser in accordance with the Project Plans and Specifications:

\$21,951



(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)

LLC

MARC KRESMERY
CONSTRUCTION LLC

Corporate Name _____

Signed By _____

President *manager*

Business Address _____

MARC KRESMERY CONSTRUCTION LLC

1725 WELD RD.

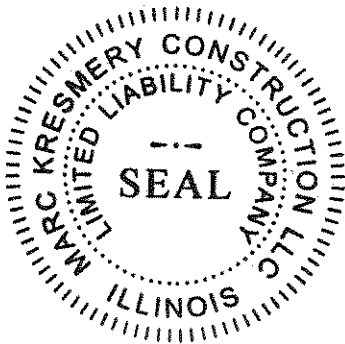
ELGIN, IL. 60123

Manager
President *MARC Kresmery*

Secretary _____

Treasurer _____

Attest: *DAVente*
OFFICE Manager Secretary



BIDDER'S CERTIFICATION

I/We hereby certify that:

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

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

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

COMPANY NAME MARC KRESMERY CONSTRUCTION LLC

ADDRESS 1725 WELD RD.
ELGIN, IL 60123

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL Marc Kresmery

PLEASE TYPE OR PRINT CLEAR

TITLE Manager

AUTHORIZED OFFICIAL SIGNATURE _____

DATE 6/30/2021

TELEPHONE (847) 429-0909

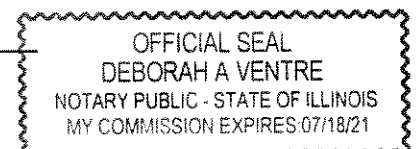
FAX No. (847) 429-0930

Subscribed and Sworn to

Before me this 30th day

of JUNE, 2021

D. A. Ventre
Notary Public



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

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

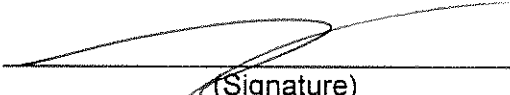
- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.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

Midwest Operating Engineers
Fox Valley Laborers

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

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

Bidder: MARC KRESMERY CONSTRUCTION LLC
1725 WELD RD.
Address: ELGIN, IL. 60123

By: 
(Signature)
Title: Marc Kresmery, Manager

STATE OF ILLINOIS)

SS.

County of Kane

BIDDER'S TAX CERTIFICATION

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

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

DATED this 30th day of June, 2021

By

(Signature of Bidder's Executing Officer)

Marc Kresmeny

(Print name of Bidder's Executing Officer)

Manager

(Title)

ATTEST/WITNESS:

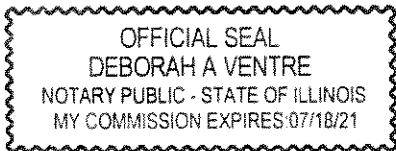
By

Title Electrician

Subscribed and sworn to before me this 30th day of June, 2021.

Notary Public

(SEAL)



Phillips Park Waterfall Pump Replacement
Bid Number 21-40

REFERENCES FOR PAST SIMILAR PROJECTS

(Please Type)

Organization

Address

City, State, Zip

Phone Number

Contact Person

Project Name/Location

Contract Value

Project Year

See Exhibit #1.

Organization

Address

City, State, Zip

Phone Number

Contact Person

Project Name/Location

Contract Value

Project Year

Organization

Address

City, State, Zip

Phone Number

Contact Person

Project Name/Location


Contract Value

Project Year

MARC KRESMERY CONSTRUCTION LLC
1725 WELD RD.
ELGIN, IL. 60123

Bidder's Name

Signature & Date


Marc Kresmery

6/30/2021

Owner	Project	Contact
South Elgin	Water Filter Repairs Thornwood Electrical Modifications Crane Road Grinder Installation Thornwood Lift Station Repairs Well #7 Media & Tonka Tank Modifications	Dan Mann dmann@southelgin.com 10 North Water Street South Elgin, IL 60177 (847) 774-1712
Fox River Water Reclamation District	Excess Flow Disinfection Improvements Taly Park Lift Station Biosolid Storage Building No. 1 (General Contractor) Reconfiguration of site to include demolition of concrete slab & construction of a 31,000 SF erected metal building, including footings, walls & storm sewer North Water Reclamation Facility Disinfection Installation of 7 pumps & flowmeter vault Miscellaneous Work North Plant Sludge Transfer Station Rehabilitation Modifications to existing blower building, installation of 2 pumps & forcemain within treatment plant site including actuators, electrical work and restoration	Beth Vogt bvogt@frwrd.com 1957 N LaFox Street South Elgin, IL 60177 (847) 742-2068
Lake in The Hills Sanitary District	Miscellaneous repairs Aerobic Digester #3 Biosolids Management Improvements (General Contractor) Construction of metal building, including steel frame, insulated walls & roof, masonry base wall around the perimeter. Install new concrete foundation for building Install sanitary sewer & restoration Lift Station Rehabilitations (3) Miscellaneous T&M Work <i>In 2006, received a Resolution Recognizing Exemplary Efforts Award</i>	Tamara Mueller tmueller@lithsd.com 515 Plum Street LITH, IL 60102 (847) 658-5122
Village of Mount Prospect	Lincoln Relief Sewer Rehabilitation (2021) Louis Street Relief Station Reconstruction (2017) William Street Relief Station Reconstruction (2017) George St South Sanitary Relief Station (2014)	Casey Botterman CBotterm@mountprospect.org 50 S Emerson Street Mount Prospect, IL 60056 (847) 875-0883
City of Crystal Lake	Sand Separator Replacement Miscellaneous Work Biosolid Building (General Contractor) We used value engineering to provide a 20,000 SF completely new building. Work included demo of existing building and construction of an erected metal building. Original plans were to repair & paint existing structure	Dan Langguth dlangguth@crystallake.org 100 W Woodstock St PO Box 597 Crystal Lake, IL 60014 (815) 356-3700
City of Naperville	Cress Creek Groundwater Pump Station Carrolwood Lift Station Tertiary Filter Renovations (General Contractor) Addition & modification to 6 filter cells including demolition, concrete work, installation of new drains. Remove and replace media & retoration Pump & Lift Station Rehabilitations (6 projects)	Amy Ries RiesA@naperville.il.us 3612 Plainfield/Naperville Rd Naperville, IL 60564 (630) 305-5937
City of St Charles	7th Ave & Division Lift Station Rehabilitation Wildrose Siphon Royal Fox Lift Station Rehabilitation Miscellaneous Work Siphon Rehabilitation (3 projects) MKCLLC was the only company willing to submit a bid on this project due the complexity of the project which required the contractor to determine how to repair the siphons	John Lamb JLamb@stcharlesil.gov 2 East Main Street St Charles, IL 60174 (630) 377-4400
City of Elgin	Watermain & Lift Station Rehabilitation Projects (7 projects) Miscellaneous T&M Work	Eric Weiss weiss_e@cityofelgin.org 150 Dexter Court Elgin, IL 60120 (847) 931-6159
Elmhurst	Park Avenue Lift Station	Gary Smith gary.smith@elmhurst.org 50 S Emerson ST Mt Prospect, IL 60056 (630) 530-3042
City of Geneva	River Street Lift Station-Access covers & guide rails Installation of Muffin Monster, Control Panel & By Pass	Bob Van Gyseghem bvangyseghem@geneva.il.us 1800 South Street Geneva, IL 60134 (847) 742-7520



Illinois Department of Transportation

PROPOSAL

Local Agency Proposal Bid Bond

RETURN WITH BID

Route Various
County Kane
Local Agency City of Aurora
Section Phillips Park

PAPER BID BOND

WE Marc Kresmery Construction LLC as PRINCIPAL,
and The Ohio Casualty 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 30th day of June, 2021

Principal

Marc Kresmery Construction LLC

(Company Name)

By: [Signature]
(Signature and Title)
Marc Kresmery, Manager

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

Surety

By: [Signature]
(Signature of Attorney-in-Fact)

The Ohio Casualty Insurance Company

(Name of Surety)

STATE OF ILLINOIS,
COUNTY OF DuPage

I, V OConnor, a Notary Public in and for said county,

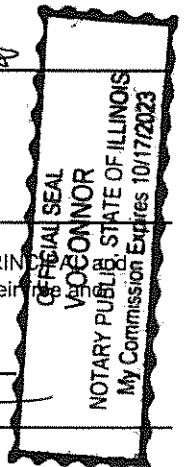
do hereby certify that Marc Kresmery and Cathie M. Demitropoulos
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 30th day of June, 2021

My commission expires 10/17/2023

(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.)

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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.

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

Certificate No: **8203853-984172**

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, Cathie M. Demitropoulos; David H. Esser; Howard A. Weiss; Thomas R. Hayes; William H. Hayes

all of the city of Naperville state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 10th day of June, 2020.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of June, 2020 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
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 The Ohio Casualty Insurance Company, Liberty Mutual 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 30th day of June, 2021.



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

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

City of Aurora



Finance Department | Purchasing Division
44 E Downer Place | Aurora, Illinois & 60507
Phone: (630) 256-3550 | Fax: (630) 256-3559 | Web: www.aurora-il.org

DATE: June 21, 2021
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA INVITATION TO BID 21-40 – Addendum #1
PHILLIPS PARK WATERFALL PUMP REPLACEMENT**

This notice forms a part of the Invitation to Bid 21-40: Phillips Park Waterfall Pump Replacement. All other information pertaining to this Invitation to Bid shall remain the same.

Bidder must submit an original proposal response, marked as "original" and one (1) complete paper copy and shall have provided all requested information and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Sealed Bid Proposals will be received at the City of Aurora, Attn: City Clerk's Office, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, Wednesday, June 30, 2021** to determine proposals for the anticipated above named purchase. It is the sole responsibility of the Bidder to see that their Bid Proposal is received by the due date and time. No Late proposals will be accepted.

Bid Proposals will be opened via a non-mandatory teleconferenced live stream at 2:00 pm. Zoom information for this opening will be posted 24-48 hours prior.

Please acknowledge this addendum on your proposal form. Failure to do so may subject Bidder to disqualification.

Response to requests received:

- A non-mandatory site visit has been added for Thursday, June 24, 2021 at 8:30 am (CST).

Anyone interested in viewing the site will meet at the Visitor's Center located at 1000 Ray Moses Drive, Aurora, IL 60505.

This is a non-mandatory meeting however bidders must be present at the start of the meeting in order to walk over to the location.

- Questions will now be accepted until 4:00 pm, Thursday, June 24, 2021 in writing to PurchasingDL@aurora.il.us. Responses will be posted to the City's website by 5:00 pm, Friday, June 25, 2021.

End of Addendum #1

City of Aurora



Finance Department | Purchasing Division
44 E Downer Place | Aurora, Illinois & 60507
Phone: (630) 256-3550 | Fax: (630) 256-3559 | Web: www.aurora-il.org

DATE: June 25, 2021
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA INVITATION TO BID 21-40 – Addendum #2
PHILLIPS PARK WATERFALL PUMP REPLACEMENT**

This notice forms a part of the Invitation to Bid 21-40: Phillips Park Waterfall Pump Replacement. All other information pertaining to this Invitation to Bid shall remain the same.

Bidder must submit an original proposal response, marked as "original" and one (1) complete paper copy and shall have provided all requested information and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Sealed Bid Proposals will be received at the City of Aurora, Attn: City Clerk's Office, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, Wednesday, June 30, 2021** to determine proposals for the anticipated above named purchase. It is the sole responsibility of the Bidder to see that their Bid Proposal is received by the due date and time. No Late proposals will be accepted.

Bid Proposals will be opened via a non-mandatory teleconferenced live stream at 2:00 pm. Zoom information for this opening will be posted 24-48 hours prior.

Please acknowledge this addendum on your proposal form. Failure to do so may subject Bidder to disqualification.

Response to requests received:

On the discharge piping to be replaced from the new pump to this point after the check valve are we to stop @ the flange shown in the photo? Yes correct. Please note that is part of an alternate #2.

We have no way of knowing where it goes after this 90, it is embedded in concrete & the ceiling in the vault room does not seem anywhere near the discharge point of the waterfall

Also the laying length of the new pump is longer than the old pump, so at least some of the piping will need to be replaced. Remove and replace existing piping as necessary to accommodate the new pump foot print.

The new pump has a much taller base to piping centerline so the housekeep pad will be below the existing floor unless we change the piping & raise the suction a few inches. Raise and adjust the suction a few inches to line up and connect to the new pump. We are hoping to provide quotes for replacement pump to contractors for the Phillips Park Waterfall project.

The per sheet P-1, it calls out the original pump is a Bell & Gossett VSH 10 x 12 x 11. I would like to bid a very similar Grundfos/PACO pump for this project.

Pump is approved. See attached Spec sheets of approved equivalent.

Horizontal Split Case Pump

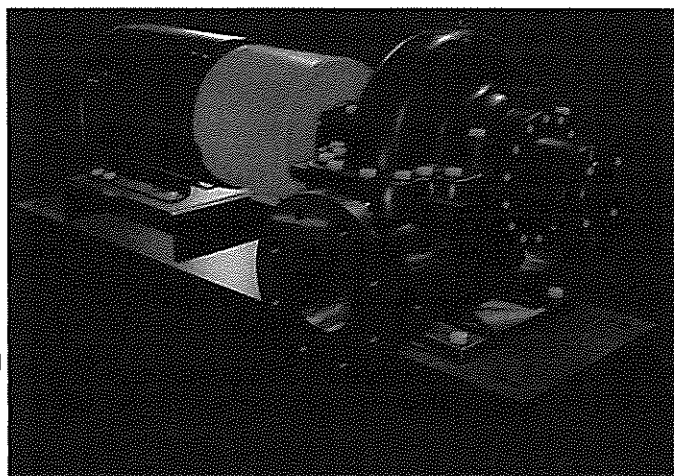
KP

Built to deliver up to 20,000 gallons-per-minute, this high capacity single stage pump is ideal for demanding applications. The KP features compact, robust bearing housing with a 360-degree machined register fit, which limits shaft deflection and optimizes alignment.

Available in a wide range of material options, the KP is highly customizable and perfect for specialized, challenging applications.

KEY FEATURES AND BENEFITS

- Hydraulic double volute design reduces radial loads, internal recirculation and turbulence, resulting in a longer pump life span and a higher operation efficiency
- Axially split design allows for quick removal of the top casing and access to pump components (bearings, wear rings, impeller, and shaft seal) without disturbing the motor or pipe work, saving time and money
- Standard bronze wear rings protect pump from erosion and permit simple maintenance of proper running clearances
- Horizontal, space saving design eliminates need for distance around pump for maintenance access
- Highly customizable construction including choices of case material with numerous impeller and shaft seal options
- Integrally cast suction baffles reduce suction recirculation loss and ensure even flow distribution and quiet, vibration-free operation. Suction chamber inlet configuration also increases hydraulic efficiency and lowers net positive suction head requirements.
- Independent bearing housing design allows access to the pump components without removing the top half of the casing
- Extended pump range up to 20,000 gallons-per-minute to serve all your high flow applications
- Francis Vane Impeller design with extended vanes and enlarged eye increases efficiency and reduces vibration and noise
- NSF/50 certifications (available upon request)



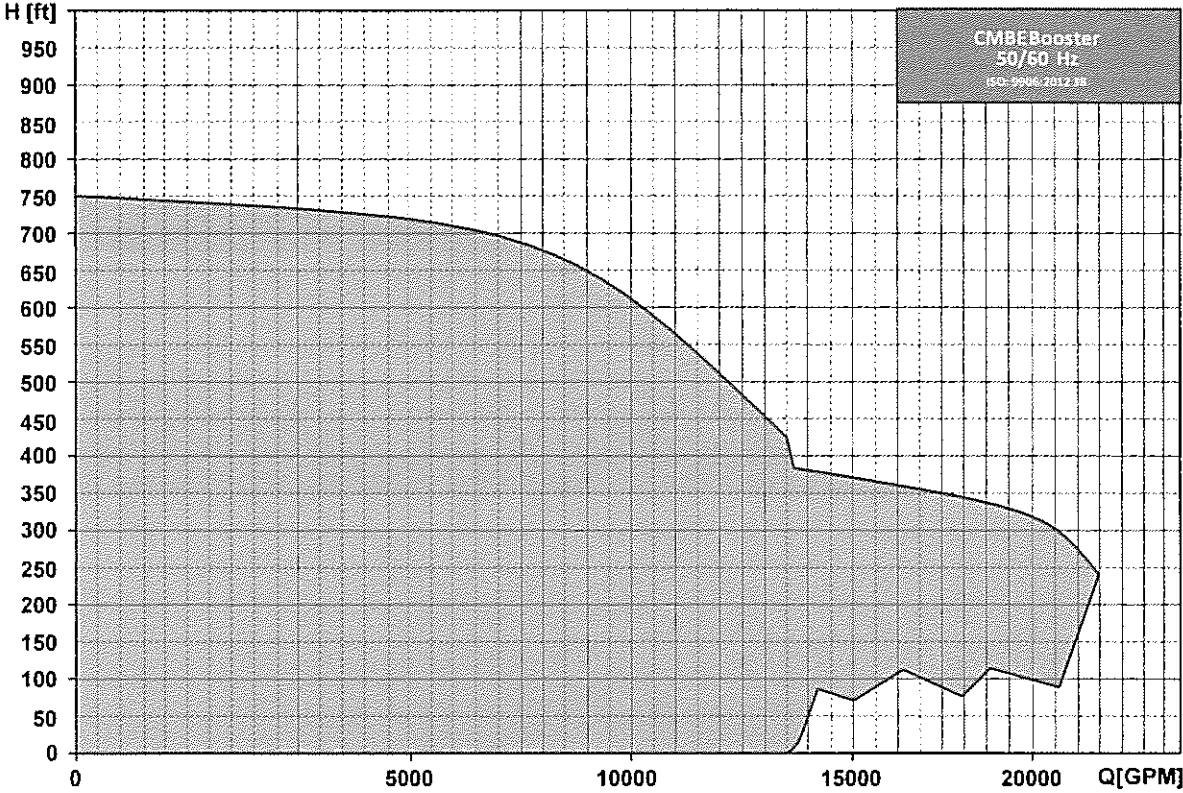
APPLICATIONS

- Chilled water
- Condensed water
- Service water
- District energy
- Water distribution
- Central plant heating/cooling

TECHNICAL DATA

KP	
FLOW, Q:	max. 20,000 gpm
HEAD, H:	max. 700 ft
LIQUID TEMPERATURE:	-20°F to 275°F
WORKING PRESSURE:	max. 400 psi
HP RANGE:	max. 2000 HP
DISCHARGE SIZES:	2 to 20 in.
IMPELLERS:	7 to 24 in.

PERFORMANCE DATA



Visit grundfos.us/pei to learn more about Department of Energy (DOE) pump energy index (PEI) requirements and PEI ratings on specific Grundfos models.

Construction Datasheet

Project name : Aurora IDOT Waterfall				Tag Number : 001	
Consulting engineer :				Service :	
Customer :				Model : 1012-1/2 KP	
Customer ref. / PO :				Quantity : 1	
Quote Number / ID : 1423217				Quoted By (Sales Office) : GASVODA & ASSOC., INC	
Date last saved : 06/21/2021 3:50 PM				Quoted By (Sales Engineer) : John Greaney	
Construction				Motor Information	
Nozzle	Size (in.)	Nozzle Configuration	Pos'n	Manufacturer : Baldor	
Suction	12	125# ANSI	Side	Frame Size : 326T	
Discharge	10	125# ANSI	Side	Power : 30.00 hp	
Orientation / Configuration : Horizontal				RPM : 1200 rpm	
Rotation : Clockwise				Enclosure : ODP	
Wear Ring Configuration : Single - Case				Operating Power Supply : 200/3/60	
Discharge Elbow Size : -				Efficiency : Premium	
Subplate : -				Service factor : 1.15	
Sump Depth (feet) : -				Motor Application : General Purpose	
Bearing Frame : -				Motor Options/Accessories : -	
Bearing Frame Foot : -				Cord Length (feet) : -	
Bearing Type (Radial/Thrust) : Ball/Ball				Materials	
Bearing Lubrication : Regreasable				Case : Cast Iron, ASTM A48 - Class 35	
Thrust Bearing : -				Motor Bracket : -	
Intermediate Bearing : -				Impeller : Silicon Bronze, ASTM B584 C87600 (B21)	
Lower Bearing : -				Impeller Cap Screw and Washer : -	
Bearing Housing Accessories : -				Impeller Key : Steel, Cold Drawn C1018	
PACO Construction code : 29-10121-150001-1023P				Case wear ring : Tin Bronze, ASTM B584-90500 (B18)	
Baseplate, Coupling and Guard				Impeller wear ring : Not Applicable	
Baseplate : Welded Steel Fabrication				Pump Shaft : Stressproof Steel, AISI 1144	
Drip Pan : Drip Pan				Sleeve : Bronze, III932, C89835	
Coupling : Woods Sureflex Type S (elastomeric) 9S				Line Shaft : -	
Guard : OSHA Approved				Column : -	
Seal & Packing Construction				Discharge Pipe : -	
Sealing Method : Single Seal, Type 21S				Discharge Elbow : -	
Seal Material : Buna Carbon Ceramic SS-Spring and Hardware				Suction Elbow : -	
Packing Gland : -				Subplate : -	
Lantern Ring : -				Hardware : Steel, Grade 5	
Recirculation Lines : None				O Rings : Buna N	
Weights (Approx)				Pump Coatings : Standard Manufacturers Paint	
Pump : 1,400.0 lb					
Baseplate : 240.0 lb					
Driver : 474.0 lb					
Estimated Shipping gross weight : 2,114.0 lb					