



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R19-119  
DATE OF PASSAGE April 23, 2019

A resolution authorizing the Director of Purchasing to enter into an agreement with LJ Morse Construction Company, 128 S. Broadway, Aurora, IL 60505 in the amount of \$103,460 for New Carpentry required as part of the renovation of the 2nd Floor Bridge within the Development Services Center located at 77 S. Broadway.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the project was advertised publicly and later opened and read aloud at 2:00 p.m. on March 20, 2019; and

WHEREAS, one bid (in addition to the previously received JOC estimate from FH Paschen) for DSC 2nd Floor Bridge New Carpentry was received; and

WHEREAS LJ Morse Construction Company, 128 S. Broadway, Aurora, IL 60505 was the low bidder (compared to the JOC estimate) in the amount of \$103,460 (Exhibit A); and

WHEREAS, funding will be provided from account # 340-4010-417.73-40 which has \$545,000 in the 2019 budget; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: that the Director of Purchasing is authorized to enter into an agreement with LJ Morse Construction Company, 128 S. Broadway, Aurora, IL 60505 in the amount of \$103,460 for New Carpentry required as part of the renovation of the 2nd Floor Bridge within the Development Services Center located at 77 S. Broadway.

RESOLUTION NO. R19-119  
DATE OF PASSAGE April 23, 2019

PASSED AND APPROVED ON April 23, 2019.

AYES 10 NAYS 0 NOT VOTING 0 ABSENT 2

\_\_\_\_\_  
Alderman Bohman, Ward 1

\_\_\_\_\_  
Alderman Mesiacos, Ward 3

\_\_\_\_\_  
Alderman Franco, Ward 5

\_\_\_\_\_  
Alderman Hart-Burns, Ward 7

\_\_\_\_\_  
Alderman Bugg, Ward 9

\_\_\_\_\_  
Alderman Jenkins, At Large

\_\_\_\_\_  
Alderman Garza, Ward 2

\_\_\_\_\_  
Alderman Donnell, Ward 4

\_\_\_\_\_  
Alderman Seville, Ward 6

\_\_\_\_\_  
Alderman Mervine, Ward 8

\_\_\_\_\_  
Alderman Lofchie, Ward 10

\_\_\_\_\_  
Alderman O'Connor, At Large

ATTEST:

\_\_\_\_\_  
Wendy McCambridge  
City Clerk

\_\_\_\_\_  
Richard C. [Signature]  
Mayor

19-0232

**RECOMMENDATION**

TO: THE COMMITTEE OF THE WHOLE

FROM: THE FINANCE COMMITTEE

The Finance Committee at the regular scheduled meeting on Tuesday, April 9, 2019

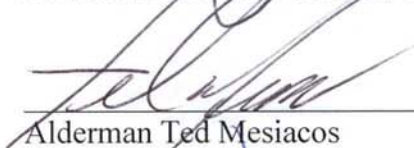
Recommended **APPROVAL** of a Resolution authorizing the Director of Purchasing to enter into an agreement with LJ Morse Construction Company, 128 S. Broadway, Aurora, IL 60505 in the amount of \$103,460 for New Carpentry required as part of the renovation of the 2nd Floor Bridge within the Development Services Center located at 77 S. Broadway.

Vote 3-0

Submitted By



Alderman Robert O. Connor, Chairman



Alderman Ted Mesiacos



Alderman Edward Bugg

Alderman Rick Mervine, alternate

Dated this 9<sup>th</sup> day of April, 2019

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

1. Proposal of L. J. Morse Construction Company  
for the improvement known as the Bid Number 19-18, DSC 2nd Floor Bridge Carpentry, located at 77 S. Broadway, Aurora, IL.
2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

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

11. The undersigned further agrees to begin work not later than ten (10) calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ \_\_\_\_\_
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.

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

# REVISED SCHEDULE OF PRICES

## DSC 2nd Floor Bridge Carpentry

Base Bid: \$ 103,460.-

Please provide costs to furnish and install the following:

Item	Quantity	Unit Cost	
Metal Framing	lump sum		} 31,551.-
Drywall	lump sum		
Acoustical Ceiling	4,500 square feet		26,826.-
Doors - Standard	13	383.-	4,979.-
Door - 45 minute Rated	1	611.-	611.-
Bi-fold Closet Door	4	371.-	1,484.-
Door Frames	14	268.-	3,752.-
Door Hinges	14	53.-	742.-
Door Levers	14	233.-	3,262.-
Thresholds	14	53.-	742.-
Kitchen Cabinetry	lump sum		9,200.-
Misc/GC/OH&P			
Total Cost			103,460.-



**Signatures**

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name L. J. Morse Construction Company

Signed By *[Signature]*

Louis J. Morse - General Manager

Business Address 128 S. Broadway Avenue

Aurora, IL 60505

President Linda K. Morse

Secretary Linda K. Morse

Treasurer Linda K. Morse

Attest:

*Linda K. Morse*

Secretary



**BIDDER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054 adopted June 26, 2018: An Ordinance of the City of Aurora, Illinois, Ascertain the Prevailing Wage Rate of Wages for Laborers, Mechanics, and other Workers Employed in Public Works Projects.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

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

- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME L. J. Morse Construction Company

ADDRESS 128 S. Broadway Avenue

CITY/STATE/ZIP CODE Aurora, IL 60505

NAME OF CORPORATE/COMPANY OFFICIAL Louis J. Morse

PLEASE TYPE OR PRINT CLEARLY

TITLE General Manager

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE March 14, 2019

Subscribed and Sworn to

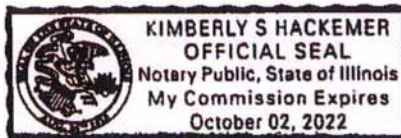
TELEPHONE ( 630 ) 896-2696

Before me this 14th day

FAX No. ( 630 ) 896-2697

of March, 2019

[Signature]  
Notary Public



**Apprenticeship or Training Program Certification**

**Return with Bid**

**All contractors are required to complete the following certification:**

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

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

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

Casework and Doors

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

N/A

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

Bidder: L. J. Morse Construction Company

By: 

(Signature)

Address: 128 S. Broadway Avenue, Aurora, IL 60505

Title: General Manager

STATE OF ILLINOIS )  
County of Kane ) ss.

**BIDDER'S TAX CERTIFICATION**

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

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

DATED this 14th day of March, 2019.

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

Louis J. Morse  
(Print name of Bidder's Executing Officer)

General Manager  
(Title)

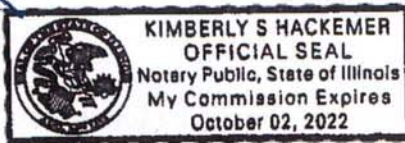
ATTEST/WITNESS:

By [Signature] Amanda Miller  
Title Administrator

Subscribed and sworn to before me this  
14th day of March, 2019.

[Signature]  
Notary Public

(SEAL)



\*Please see attached list of references

**DSC 2nd Floor Bridge Carpentry**  
*Bid Number 19-18*

**REFERENCES**

(Please Type)

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

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Bidder's Name L. J. Morse Construction Company

Signature & Date  Louis J. Morse March 14, 2019

**RFB – DSC Bridge New Carpentry (Bid 19-18)**

**ADDENDUM NO. 1**

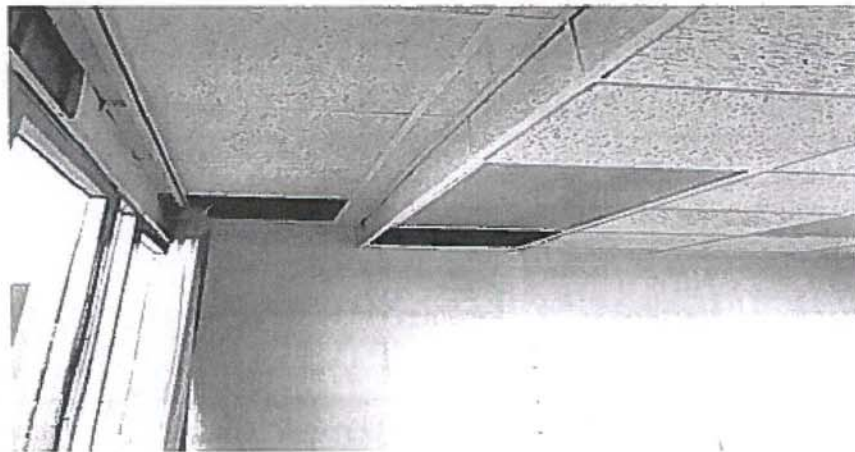
Page 1 of 3

TO: All Bidders  
FROM: Engineering Division, City of Aurora  
DATE: March 14, 2019

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.  
THIS SIGNED FORM MUST BE RETURNED WITH THE BID.**

Please incorporate the following revisions to the above referenced RFB:

1. To clarify the name of the RFB and project, the area being constructed is known as the “bridge” due its location on the 2<sup>nd</sup> floor of the DSC building and no 1<sup>st</sup> floor below it. The area is a building renovation and not does not involve, in any way, a traditional bridge that would, for example, be constructed to span a body of water.
2. The existing drop ceiling includes a 9 inch deep soffit located approximately 28 inches east of the west wall of windows. This soffit shall be reconstructed as part of the Acoustical Ceiling line item. See picture below:

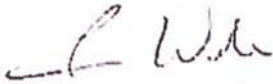


3. It has been noted that in developing the floor plan for the new walls to be constructed, the locations of the glass windows and jambs were not accounted for. As a result, the contractor should anticipate, in the event that any of the walls do not line up and terminate at the window jambs, the final location of these walls may be field modified to ensure no wall terminates mid-window pane. As any shift associated with these field modifications is not likely to exceed 1-2 feet laterally (same length), increases to materials and subsequently the cost of constructing the walls, if any, are anticipated to be negligible.
4. Although denoted with green triangles on the Floor Plan, no specification or line item was included for the bi-fold closet door to be installed near the restrooms at the north end of the bridge. This space, which is approximately 11.6 feet long, shall include the appropriate frame and two sets (4 total) of bi-fold doors specified to be “*Jeld-Wen 30 in. x 80 in. Colonist White Painted Textured Molded Composite MDF Closet Bi-Fold Door*” or approved equivalent. The framing shall

**DSC Bridge New Carpentry  
ADDENDUM NO. 1  
PAGE 2 of 3**

include a columnar partition between the two sets of doors. To account for this omission, a Revised Schedule of Prices is included with this Addendum and shall be submitted in-lieu of the original Schedule of Prices included with the RFB. The unit costs and total price submitted for this line item shall include materials and installation of all doors and framing, as well as any ancillary items required to complete the wall containing the doors in its entirety.

Sincerely,



Ian Wade, P.E.  
City of Aurora Engineering Division

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

COMPANY NAME L.J. Morse Construction Company

SIGNATURE OF COMPANY REPRESENTATIVE 



**L.J. MORSE**  
CONSTRUCTION

128 S. Broadway  
Aurora, IL 60505  
630-896-2696  
FAX 630-896-2697

**CURRENT & COMPLETED CONSTRUCTION PROJECT REFERENCES**

PROJECT NAME: **Willowbrook Police Facility**  
ARCHITECT/CM: Williams Architects  
CONTACT: Tim Halik  
PHONE NUMBER: (630) 920-2261  
APPROX. COST: \$ 3,282,700.00  
STATUS: Current

PROJECT NAME: **Carol Stream Elementary School**  
ARCHITECT/CM: Arcon Associates, Inc.  
CONTACT: VP Trinh  
PHONE NUMBER: (630) 495-1900  
APPROX. COST: \$ 1,946,370.00  
STATUS: Current

PROJECT NAME: **Advocate Good Shepherd Hospital**  
ARCHITECT/CM: Mortenson Construction  
CONTACT: Joe Krueger  
PHONE NUMBER: (312) 566-9531  
APPROX. COST: \$ 11,218,000.00  
STATUS: Current

PROJECT NAME: **Naperville North HS Entrance Enhancements**  
ARCHITECT/CM: Wight & Company  
CONTACT: Craig Siepka  
PHONE NUMBER: (630) 969-7000  
APPROX. COST: \$ 1,526,000.00  
STATUS: Current

PROJECT NAME: **Triton College – Multiple Projects**  
ARCHITECT/CM: Arcon Associates, Inc.  
CONTACT: Michael Welsh  
PHONE NUMBER: (708) 456-0300  
APPROX. COST: \$ 3,210,000.00  
STATUS: Current and Completed

PROJECT NAME: **West Chicago High School District #94 Work**  
ARCHITECT/CM: DLA Architects  
CONTACT: Gordon Cole  
PHONE NUMBER: (630) 876-6223  
APPROX. COST: \$ 5,983,333.00  
STATUS: Completed



**COMPLETED CONSTRUCTION PROJECT REFERENCES...Continued**

**PROJECT NAME:** Ida Crown Jewish Academy  
**ARCHITECT/CM:** Lend Lease  
**CONTACT:** Jeannine Eicker  
**PHONE NUMBER:** (312) 245-1000  
**APPROX. COST:** \$ 2,557,994.00  
**STATUS:** Completed

**PROJECT NAME:** College of DuPage – Multiple Projects  
**ARCHITECT/CM:** Power Construction/Mortenson Construction  
**CONTACT:** Dave Lesniak  
**PHONE NUMBER:** (630) 942-2972  
**APPROX. COST:** \$ 6,165,000.00  
**STATUS:** Completed

**PROJECT NAME:** Lisle Park District Ohio Street Renovations  
**ARCHITECT/CM:** Williams Architects  
**CONTACT:** Dan Garvey, Owner  
**PHONE NUMBER:** (630) 964-3410  
**APPROX. COST:** \$ 1,727,551.00  
**STATUS:** Completed

**PROJECT NAME:** MVCC Multiple Projects  
**OWNER:** Moraine Valley Community College  
**CONTACT:** Rick Brennan  
**PHONE NUMBER:** (708) 974-5373  
**APPROX. COST:** \$ 9,759,963.00  
**STATUS:** Completed

**PROJECT NAME:** Lemont Police Facility  
**ARCHITECT/CM:** Wight Construction, Inc.  
**CONTACT:** Craig Siepka  
**PHONE NUMBER:** (630) 969-7000  
**APPROX. COST:** \$ 754,000.00  
**STATUS:** Completed

**PROJECT NAME:** Lord of Life Church Addition, La Fox IL  
**ARCHITECT:** Lord of Life Church  
**CONTACT:** Bob Fredericksen  
**PHONE NUMBER:** (630) 262-1642  
**APPROX. COST:** \$4,500,000.00  
**STATUS:** Completed

**PROJECT NAME:** New England Congregational Church  
**ARCHITECT:** New England Congregational Church  
**CONTACT:** Pastor Gary McCann  
**PHONE NUMBER:** (630) 897-8721  
**APPROX. COST:** \$1,252,200.00  
**STATUS:** Completed

More available upon request.



Illinois Department of Transportation

PROPOSAL

Local Agency Proposal Bid Bond
DSC 2nd Floor Bridge Carpentry
Various

Route
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

WE L. J. Morse Construction Co. as PRINCIPAL,
and Western Surety 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 20th day of March, 2019

Principal

L. J. Morse Construction Co.
By: [Signature]
(Company Name)
(Signature and Title)

(Company Name)
By:
(Signature and Title)

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

Surety

Western Surety Company
(Name of Surety)

By: Courtney A. Flaska
(Signature of Attorney-in-Fact)
Courtney A. Flaska

STATE OF ILLINOIS,

COUNTY OF Kane
Kimberly S. Hackermer, a Notary Public in and for said county,
by certify that Louis J. Morse

(Insert names of individuals signing on behalf of PRINCIPAL)

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

Given under my hand and notarial seal this 20th day of March, 2019

My commission expires 10-2-22

[Signature]
(Notary Public)

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

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)

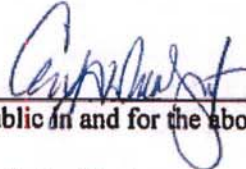
Date



*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**                      SS:

On this **20th** day of **March, 2019**, before me personally appeared **Courtney A. Flaska**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of **Western Surety Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: 09/21/22



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Sherene L Hemler, Mike Pohl, Meredith H Mielke, Kirk Liskiewitz, Courtney A Flaska, Samantha J Bradtke, Individually**

of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2018.



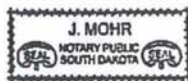
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of August, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of March 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



**L.J. MORSE**  
CONSTRUCTION

128 S. Broadway  
Aurora, IL 60505  
630-896-2696  
FAX 630-896-2697

Mr. Ian Wade  
Capital Projects Manager  
City of Aurora  
Public Works and Engineering  
Aurora, IL. 60505

Mr. Wade,

In accordance with your request I offer the following breakdown of the Misc/GC/OH/P costs included in our bid for the carpentry work on the DSC bridge renovation project.

General Conditions - \$6,909.00, includes supervision, project manager, burden, insurance, etc.

Allowance - \$10,000.00, assigned amount set by Engineer

OH/P - \$3,402.00

Total sum - \$20,311.00

Please feel free to contact me directly if you have any further questions.

Respectfully,

Louis J. Morse

**PROPOSAL SUBMITTED BY:**

\_\_\_\_\_  
*Contractor's Name*

\_\_\_\_\_  
*Street*

\_\_\_\_\_  
*P.O. Box*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip Code*



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

**PROPOSAL AND SPECIFICATIONS FOR**

**DSC 2<sup>nd</sup> Floor Bridge Carpentry**

Located at  
**77 S. Broadway  
AURORA, ILLINOIS**

March 2019.  
Bid Number 19-18

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

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REFERENCES

**City of Aurora ("the City")**

**Bid Number 19-18  
NOTICE TO BIDDERS**

**Time and Place of Opening of Bids**

Sealed bids for the improvement described below will be received at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507 until 2:00 P.M., March 20, 2019. Proposals will be opened and read publicly at 2:00 P.M., March 20, 2019 at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507.

**Description of Work**

Name: DSC 2<sup>nd</sup> Floor Bridge New Carpentry  
77 S. Broadway, Aurora, IL

Proposed Improvement: The City acquired the former PNC bank building at 77 S. Broadway in Aurora with the intention of housing various City Departments through a series of self-performed and contracted improvements and renovations. As part of the ongoing efforts, the City is requesting bids for new carpentry construction on the 2<sup>nd</sup> floor bridge (north) area.

The scope of the work includes the following:

- New interior walls in two phases, metal framing and drywall. The awarded contractor should account for an undetermined amount of down time between the two phases to allow for other, separately contracted activities within the walls to occur (electrical, etc.).
- Door frames, doors, and hardware
- Up to 4,500 square feet of drop ceiling grid and tiles (lighting not included)
- Kitchen cabinetry

The locations and pertinent information related to the walls, doors and cabinetry to be constructed are shown on the plan pages, details, and specifications included with these bid documents. Additional quantities and product information are as follows:

Item	Quantity	Product Name/Type
Metal Framing	As needed per plan	3.625 inch galvanized, 16" on center
Drywall	As needed per plan	5/8" thick gypsum board
Acoustical Ceiling	4,500 square feet (entire area)	Armstrong HumiGuard Plus 24" x 24" x 3/4"
Doors - Standard	13	3070 Plain Sliced Red Oak wood door (36" wide)
Door - 45 min Rated	1	3070 Plain Sliced Red Oak wood door (36" wide) - 45 min
Door Frames	14	Welded hollow metal, minimum 16 GA
Door Hinges	14	4.5 x 4.5 NRP butt hinges, Bommer BB5000
Door Levers	14	Schlage Comm Grade 2 Jupiter Passage Door
Thresholds	14	Pemko 171A Surface Mount (or equivalent)
Kitchen Cabinetry	"L" shaped, 21 lineal feet, upper and lower cabinets	Plastic Laminate (see attached plan details)

All necessary demolition will have occurred under a separate contract prior to commencement of wall construction (see attached Demolition Plan for locations to be demolished). All asbestos which required removal as part of the scope of the renovations included with this project have been identified and properly abated.



## Bidder Instructions

1. Pertinent forms and documents are available online at [www.aurora-il.org](http://www.aurora-il.org) or via email beginning March 4, 2019. Please contact Ian Wade to request a copy at (630) 256-3200 or [iwade@aurora-il.org](mailto:iwade@aurora-il.org)
2. There will be a **non-mandatory pre-bid meeting** for this project on Tuesday, March 12 at 10 am at the City of Aurora Engineering Department located on the 2<sup>nd</sup> floor of 77 S. Broadway (same location as the project site), Aurora, IL 60507.
3. Bidders shall provide their references on the form included in this bid. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the City to supply all information necessary to complete these investigations. The City, in its complete discretion, may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.
4. The City reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Any bidder that owes the City money may be disqualified at the City's discretion.
6. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
7. **The City of Aurora has a local preference ordinance that would apply to this contract.**
8. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the specifications and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The City will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. By submitting a response to this notice, and as an express condition of consideration for contract award, the bidder agrees to be bound without limitation to all terms and conditions, specifications, requirements, and the statement of work contained herein.

By Order of  
City Clerk  
City of Aurora

## INDEX TO SPECIAL PROVISIONS

***Provision Title  
Number***

### ADMINISTRATION

SP A.1 – ITEMS ORDERED BY ENGINEER  
SP A.2 - RESPONSIBILITY OF WORK  
SP A.3 - PUBLIC SAFETY AND CONVENIENCE  
SP A.4 - COMPLETION DATE  
SP A.5 – PERFORMANCE GUARANTEE OF WORK  
SP A.6 - WORK DAYS AND HOURS  
SP A.7 – INCIDENTAL WORK  
SP A.8 – PRE-CONSTRUCTION MEETING  
SP A.9 – NOTIFICATION  
SP A.10 – CONTRACTOR LICENSES

### SAFETY

SP S.1 - RESPONSIBILITY FOR CONSTRUCTION SAFETY AND METHODS

### GENERAL

SP G.1 – DISPOSAL OF DEBRIS

## **CITY OF AURORA SPECIAL PROVISIONS**

The following Special Provisions supplement the "General Specifications," the Illinois Department of Transportation's "Standard Specifications For Road and Bridge Construction," (herein after called the "Standard Specifications", the City of Aurora's "Standard Specifications for Improvements," the "Supplemental Specifications and Recurring Special Provisions," the "Standard Specifications for Water And Sewer Main Construction in Illinois, Sixth Edition," the "Standard Specifications for Traffic Control Items," and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as DSC 2nd Floor Bridge Carpentry, located at 77 S. Broadway, Aurora, IL, and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

### **DESCRIPTION OF PROJECT:**

Carpentry construction for the renovation of the bridge area of the 2<sup>nd</sup> floor of 77 S. Broadway. The renovations will include walls, doors and door frames, drop ceiling, and kitchen cabinetry

### **SP A.1 – ITEMS ORDERED BY ENGINEER**

When additional work not included in the contract, is requested in writing by the Engineer, this additional work shall be measured and paid for in accordance with Sections 104 and 109 of the IDOT Standard Specifications, as modified by these special provisions.

Payment for all additional work ordered by the Engineer in writing, which is deemed by the Engineer to be eligible for payment and is not covered by the contract, shall be made from the allowance included in the bid proposal under ITEMS ORDERED BY ENGINEER. The contractor shall not be entitled to any additional compensation in the event that utilization of this allowance, either in whole or in part, is not required to complete the work.

### **SP A.2 – RESPONSIBILITY OF WORK**

During the progress of the work the Contractor shall assume total risk and liability, and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including Subcontractors or Material Suppliers.

### **SP A.3 – PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall maintain drives, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties. Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The Contractor shall maintain at least one lane open to traffic at all times for emergency vehicles on all streets affected by staging of equipment or any other aspect of this project. Adequate use of flaggers and other traffic control devices shall be used to permit such arrangements during working hours.

The contractor will be provided access to the site through the two doors on Broadway. Additionally, one or two parking spaces along the southbound side of Broadway may be cordoned off and used for staging and dumpster storage.

This work shall be considered incidental and will not be paid for separately.

#### **SP A.4 – COMPLETION DATE**

The Contractor 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.

The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution 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.

The Contractor shall schedule their construction operations in such a manner so as to meet the following completion deadlines:

- **Substantial completion of the designated elements of the project within 35 calendar days of contract execution, barring unforeseen delays by other trades.**

#### **SP A.5 – PERFORMANCE GUARANTEE OF WORK**

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with written directions of the Owner, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer.

Failure of the Contractor to complete or to remedy defective work within a reasonable time (not to exceed 30 days of notice to Contractor in any event) shall be deemed a default and the Owner may take steps as it deems necessary to complete or remedy said work and charge the cost thereof to the Contractor.

#### **SP A.6 – WORK DAYS AND HOURS**

The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturdays. No work shall be done on Sundays or Holidays.

**Equipment shall not be started before 6:45 AM.**

#### **SP A.7 – INCIDENTAL WORK**

All work required for the improvements or called for in the specifications, shall be incidental to the lump sum bid in the proposal even though the work may not be explicitly specified, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be allowed or a unit price is provided for said work in the Bid Proposal.

#### **SP A.9 – PRE-CONSTRUCTION MEETING**

A pre-construction meeting shall be held prior to start of construction after execution of the contract documents. The Resident Engineer shall establish the time and place of the pre-construction meeting. At this time, the Contractor shall be required to furnish and/or discuss the following:

- Written progress schedule/Completion Deadline.
- Names of Subcontractors and Material Suppliers.

- Names of Project Manager and/or Field Supervisor, including the name and phone number of a responsible individual who can be reached twenty-four (24) hours per day, seven (7) days per week.
- Notifications
  - Notify City Engineer 72 hours prior to the commencement of any work.
  - Notify Water and Sewer Maintenance Division 48 hours prior to any water main shutdown.
- General cleanup of the work site at the end of each day. The Contractor must have a water meter and hoses, or water truck on site prior to the start of excavation.
- CCDD requirements
- Protection of existing pavement and placement of cold patch. The contractor must be prepared to place temporary pavement within the same day of removing the existing pavement.
- Driveway access

*Upon receipt of the notice of the award, the Contractor shall prepare a project schedule setting forth the hours and days of operation for each task required by the Contract. The project schedule shall be reviewed, and revised as required, and submitted with each payment request and/or request for extension of time.*

#### **SP A.10 - NOTIFICATION**

The Contractor shall notify the Resident Engineer a minimum of three (3) working days (72 hours) prior to starting any work on this contract, and a minimum of two (2) working days (48 hours) prior to starting each different type of work.

#### **Parking**

If required as part of the parking, dumpster staging, and access route plan submitted to and approved by the City, the Contractor shall supply and post "No Parking" signs on thirty-six inch (36") high lath every fifty feet (50'), two feet (2') from the back of curb or edge of pavement, at least two (2) working days (48 hours) prior to work in any proposed staging or otherwise affected area. The Contractor shall contact the City of Aurora Police Department prior to placing "No Parking" signs. "No Parking" signs only need to be installed in areas of existing parking.

The supply and posting of "No Parking" signs and all other notifications to various local agencies, residents, or businesses shall not be paid for separately, but shall be considered incidental to the project.

#### **Roadway**

Should it be necessary, the Contractor shall notify the Aurora Police and Fire Departments, the appropriate School District, and the Pace Bus Service twenty-four (24) hours prior to the closure of any road.

#### **Water**

Should it be necessary, the Contractor shall notify the City of Aurora's Water and Sewer Maintenance Department, at (630) 256-3710, to request a shut-down of existing water supply a minimum of forty eight (48) hours in advance.

### **SP A.11 – CONTRACTOR LICENSES**

The Prime Contractor shall be required to obtain a Permit from the City of Aurora Department of Building and Permits. The Permit must list all contractors performing work on the site.

### **SP S.1 - RESPONSIBILITY FOR CONSTRUCTION SAFETY AND METHODS**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site. (See Guarantee & Maintenance of Work for time of acceptance.)

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

### **SP G.1 - DISPOSAL OF DEBRIS**

The Contractor shall be responsible for removal and disposal of all waste material, concrete, tile, carpet, drywall, wires, framing, dirt or debris generated in the course of the work to a facility permitted to accept such waste. The Contractor shall load the waste directly onto trucks, haul it away and dispose of it.

**The temporary storing of excavated materials on the parkway and/or street and re-handling them later for disposal will not be allowed.**

The Contractor shall furnish, in a clean condition, all equipment used for purposes of removal, temporary storage, and transportation of demolition debris. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludge, or any other material present in or on equipment.

The Contractor shall be responsible for transporting and disposing of all demolition debris from the job site to an appropriately permitted recycling and/or landfill facility. The transporter and the vehicles used for transportation shall comply with all federal, state, and local rules and regulations governing

the transportation of demolition debris. The City will not provide the Contractor with a Clean Construction and Demolition Debris (CCDD) landfill facility.

The disposal of any demolition debris and/or associated materials (including wastes, effluents, trash, garbage, oil, grease, chemicals, etc.) in undesignated areas within the project will not be permitted. The Contractor shall remove any demolition debris and/or associated materials placed in authorized areas and restore the area to its original condition.

This item shall be considered incidental to the contract and will not be paid for separately.

*State of Illinois*  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.



(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets  
SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS  
Effective: January 1, 1999  
Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CITY OF AURORA GENERAL SPECIFICATIONS  
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

1.7 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

1.9 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract

governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

#### 1.10 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

#### 1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the Illinois Department of Transportation.

#### 1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

#### 1.13 PERFORMANCE BOND

The term Performance Bond shall be understood to mean the bond, executed by the Contractor and his surety, guaranteeing complete execution of the contract.

#### 1.14 PLANS

Wherever the word plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed plans or reproductions thereof pertaining to the construction involved.

#### 1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

#### 1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated.

#### 1.17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

#### 1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

#### 1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

#### 1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

#### 1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

#### 1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

#### 1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the plans, specifications and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

SECTION 2  
AWARD AND EXECUTION OF CONTRACT

2.1 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.

2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

2.3 BONDS AND INSURANCE

The bidder to whom the award of contract is made will be required under this contract to furnish a Performance Bond acceptable to the Engineer in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said Contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligations hereof.

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of fifteen (15) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

2.6 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

2.7 WAIVER OF TRIAL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

## SECTION 3 SCOPE OF THE WORK

### 3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

### 3.2 SPECIAL WORK

Should any construction conditions which are not covered by the plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

### 3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

### 3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

### 3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

### 3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

### 3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.



## SECTION 4 CONTROL OF THE WORK

### 4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

### 4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

### 4.3 DEVIATIONS FROM THE PLANS

No deviation from the general plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the plans, profiles and drawings, and provided for in the specifications.

### 4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

### 4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

### 4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as

may be required. The superintendent or foreman shall have a copy of the plans and specifications on the job at all time.

4.7 RESERVED

4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

## SECTION 5 CONTROL OF MATERIALS

### 5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

### 5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, it is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

### 5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

### 5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

**SECTION 6  
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**6.1 COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

**6.2 PERMITS AND LICENSES**

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

**6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES**

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

**6.4 BARRICADES, LIGHTS, AND SIGNS**

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

**6.5 USE OF EXPLOSIVES**

The use of explosives shall be prohibited.

## 6.6 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

## 6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents, and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability

Property Damage Liability

Each Occurrence

\$3,500,000

Each Occurrence

\$500,000

Aggregate

\$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

6.8 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

## SECTION 7 PROSECUTION AND PROGRESS OF WORK

### 7.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

### 7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

### 7.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City, and the Contractor shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to ensure the delivery of the work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

### 7.4 PAYMENT

#### Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

### Submission of Bid Breakdown

Within 10 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

### Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be



completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

#### ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.



**Illinois Department  
of Transportation**

**PROPOSAL**

**Local Agency  
Proposal Bid Bond**

Route Various  
County Kane  
Local Agency City of Aurora  
Section \_\_\_\_\_

**RETURN WITH BID**

**PAPER BID BOND**

WE \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_

**Principal**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature and Title) (Signature and Title)

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

**Surety**

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

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county,  
do hereby certify that \_\_\_\_\_

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

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

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_  
(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

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

1. Proposal of \_\_\_\_\_  
for the improvement known as the Bid Number 19-18, DSC 2nd Floor Bridge Carpentry, located at 77 S. Broadway, Aurora, IL.
2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

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

11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ \_\_\_\_\_
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.

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

# SCHEDULE OF PRICES

## DSC 2nd Floor Bridge Carpentry

### Base Bid:

Please provide costs to furnish and install the following:

Item	Quantity	Unit Cost	Cost
Metal Framing	lump sum		
Drywall	lump sum		
Acoustical Ceiling	4,500 square feet		
Doors - Standard	13		
Door - 45 minute Rated	1		
Door Frames	14		
Door Hinges	14		
Door Levers	14		
Thresholds	14		
Kitchen Cabinetry	lump sum		
Items By Engineer (Contingency)			\$10,000.00

Total Cost





(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 \_\_\_\_\_

Signed By \_\_\_\_\_

President

Business Address \_\_\_\_\_  
\_\_\_\_\_

President

Secretary

Treasurer

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 City of Aurora Ordinance No. O18-054 (file 18-0493): An Ordinance of the City of Aurora, Illinois, Ascertainning the Prevailing Wage Rate of Wages for Laborers, Mechanics, and other Workers Employed in Public Works Projects.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

<input type="checkbox"/> Contractor shall check the box indicating that a copy of applicable program certification is attached.
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- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

NAME OF CORPORATE/COMPANY OFFICIAL \_\_\_\_\_

PLEASE TYPE OR PRINT CLEARLY

TITLE \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Subscribed and Sworn to

TELEPHONE (\_\_\_\_) \_\_\_\_\_

Before me this \_\_\_\_ day

FAX No. (\_\_\_\_) \_\_\_\_\_

of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public



# Apprenticeship or Training Program Certification

Return with Bid

**All contractors are required to complete the following certification:**

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

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

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

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

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Address: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS )  
County of Kane )

ss.

### BIDDER'S TAX CERTIFICATION

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
(Signature of Bidder's Executing Officer)

\_\_\_\_\_  
(Print name of Bidder's Executing Officer)

\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

**DSC 2nd Floor Bridge Carpentry**

*Bid Number 19-18*

**REFERENCES**

**(Please Type)**

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

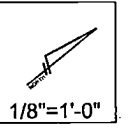
Date of Project \_\_\_\_\_

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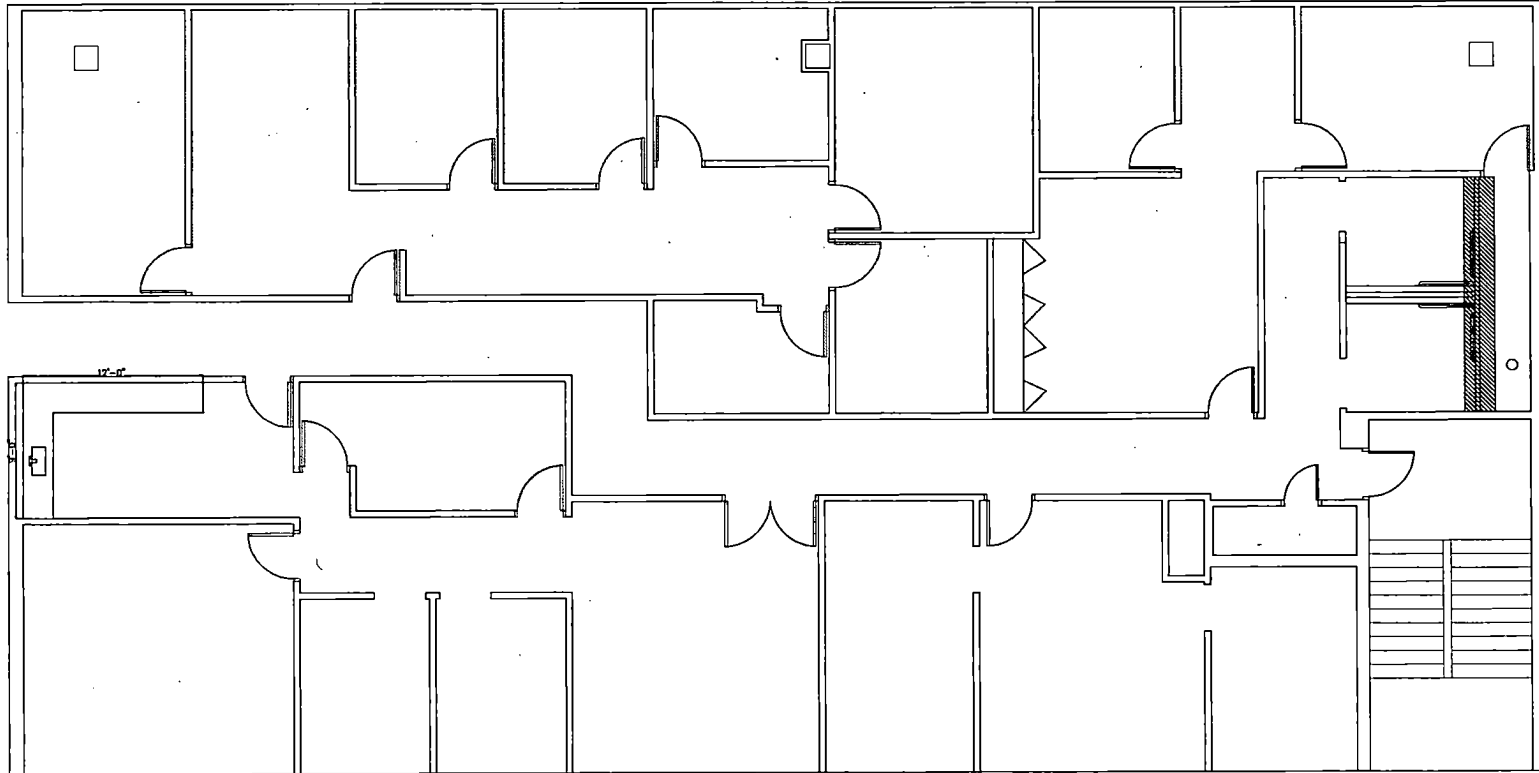
Bidder's Name \_\_\_\_\_

Signature & Date \_\_\_\_\_

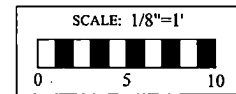
(WATER STREET)

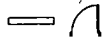
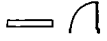



DEVELOPMENT SERVICES CENTER - SOUTH



DEVELOPMENT SERVICES CENTER - NORTH



-  = NEW WALL / DOOR
-  = EXISTING WALL / DOOR
-  = NEW KITCHEN CABINET

(BROADWAY ROUTE 25)

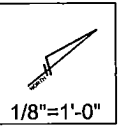


CITY OF AURORA  
ENGINEERING DIVISION  
44 EAST DOWNER PLACE

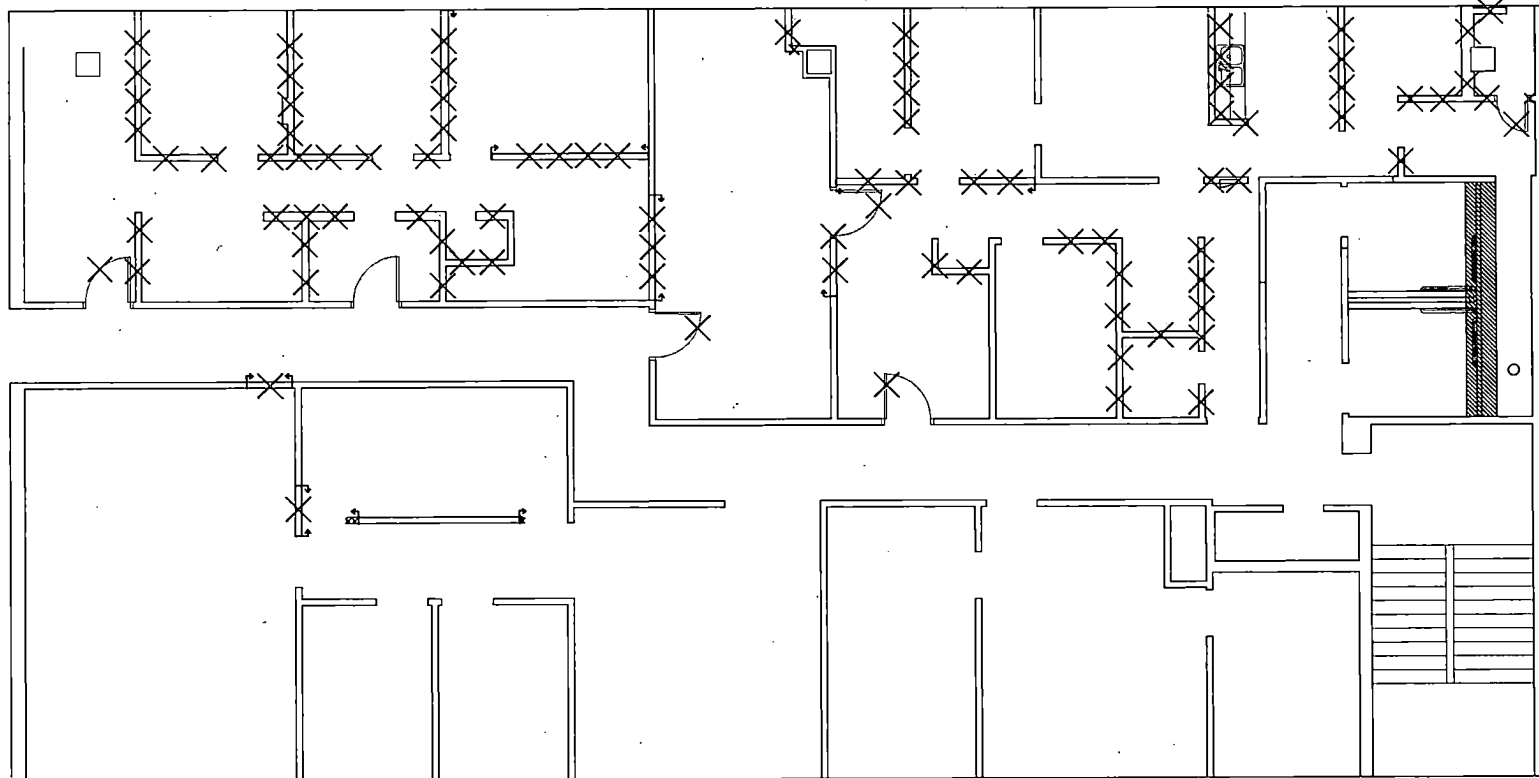
REVISIONS: REVISED 3/04/19 BY GERARDO I. LICON		
DESIGNED BY: KS	CHECKED BY: KS	SCALE: 1/8"=1'
DRAWN BY: GIL	APPROVED BY: KS	DATE: 3/2019

PROJECT	DSC NORTH - SECOND FLOOR	SHEET NUMBER	1
SHEET TITLE	FINAL LAYOUT	TOTAL SHEETS	1

(WATER STREET)



DEVELOPMENT SERVICES CENTER - SOUTH



LEGEND: DEMOLITION

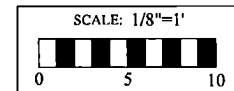
X = WALL REMOVAL

└┘ = WALL REMOVAL LIMITS

⌵ = DOOR REMOVAL

DEVELOPMENT SERVICES CENTER - NORTH

(BROADWAY ROUTE 25)



CITY OF AURORA  
ENGINEERING DIVISION  
44 EAST DOWNER PLACE

REVISIONS:  
REVISED 3/04/19 BY GERARDO I. LICON

DESIGNED BY: KS    CHECKED BY: KS    SCALE: 1/8"=1'  
DRAWN BY: GIL    APPROVED BY: KS    DATE: 3/2019

PROJECT

DSC NORTH - SECOND FLOOR

SHEET TITLE

DEMO PLAN

SHEET NUMBER

1

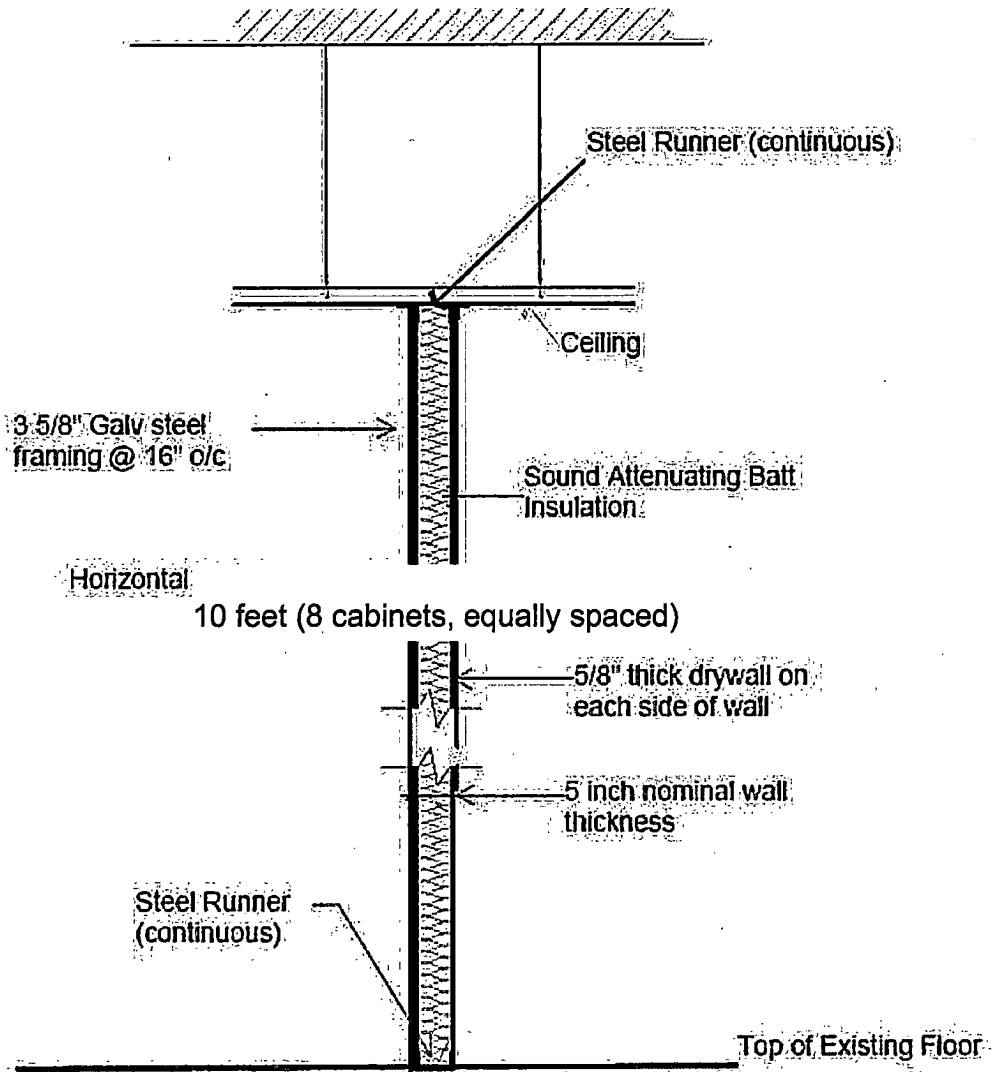
TOTAL SHEETS

1

# City of Aurora

RFB 19-18 : DSC 2<sup>nd</sup> Floor Bridge Carpentry

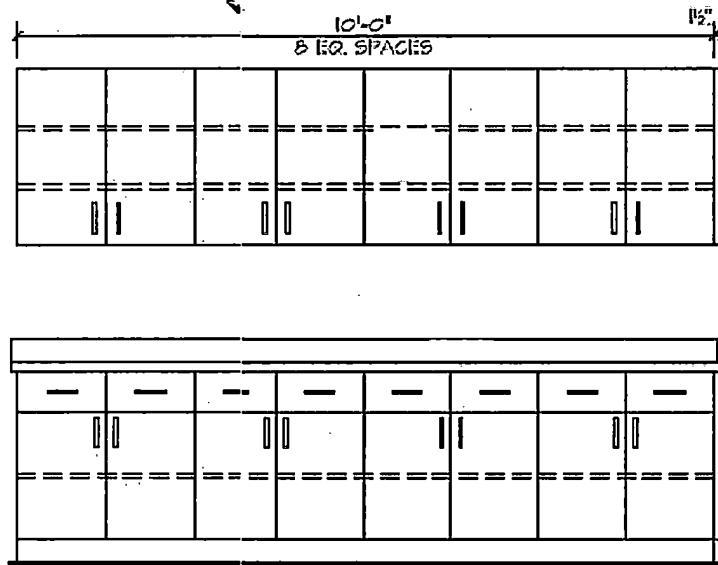
## Plan Detail A – Wall Detail



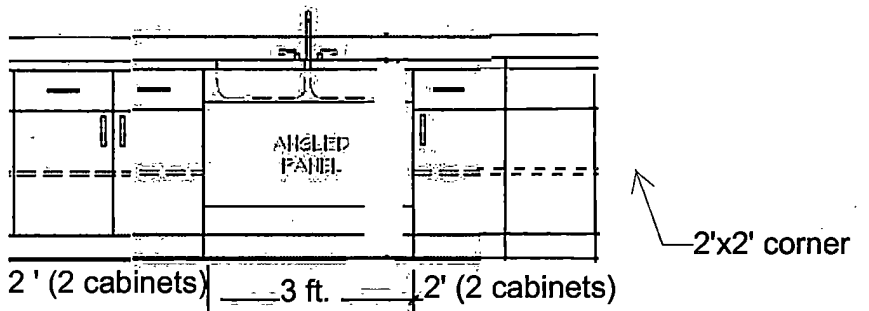
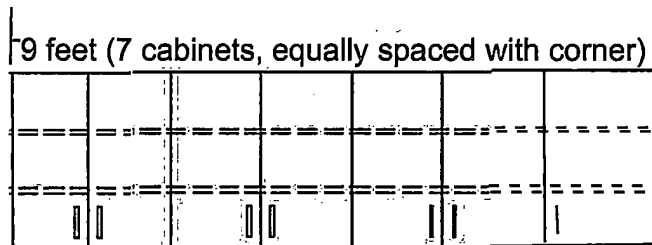
# City of Aurora

RFB 19-18 : DSC 2<sup>nd</sup> Floor Bridge Carpentry

## Plan Detail B – Kitchen Cabinets



B.1 - West Wall (Along Central Corridor)



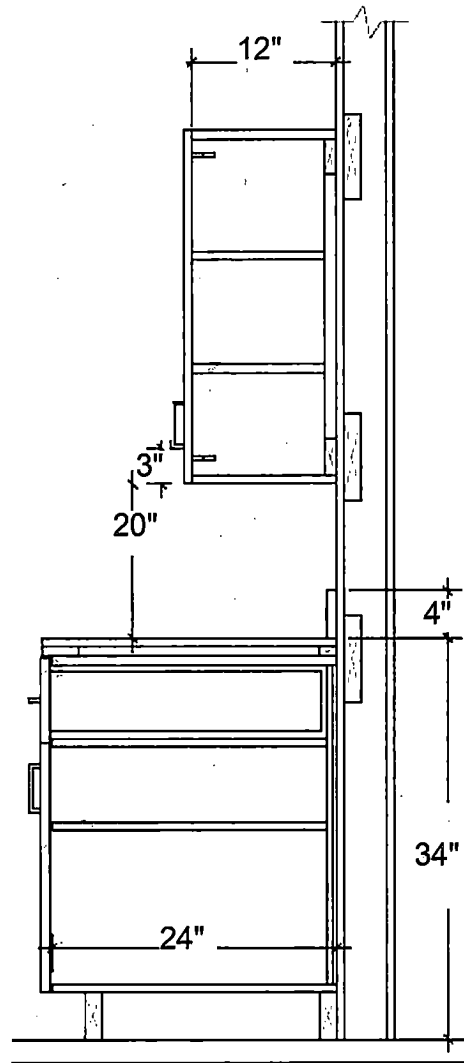
B.2 - South Wall



# City of Aurora

RFB 19-18 : DSC 2<sup>nd</sup> Floor Bridge Carpentry

## Plan Detail B – Kitchen Cabinets (continued)



B.3 – Cabinet side view

**RFB – DSC Bridge New Carpentry (Bid 19-18)**

**ADDENDUM NO. 1**

Page 1 of 3

TO: All Bidders

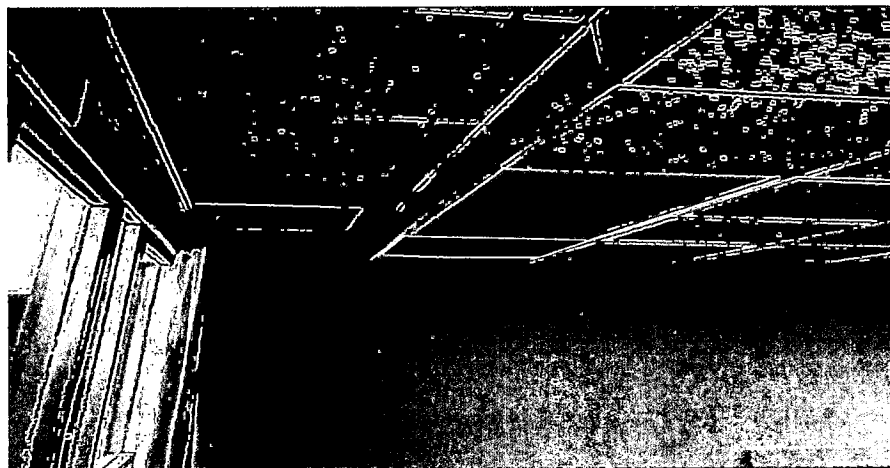
FROM: Engineering Division, City of Aurora

DATE: March 14, 2019

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.  
THIS SIGNED FORM MUST BE RETURNED WITH THE BID.**

Please incorporate the following revisions to the above referenced RFB:

1. To clarify the name of the RFB and project, the area being constructed is known as the “bridge” due its location on the 2<sup>nd</sup> floor of the DSC building and no 1<sup>st</sup> floor below it. The area is a building renovation and not does not involve, in any way, a traditional bridge that would, for example, be constructed to span a body of water.
2. The existing drop ceiling includes a 9 inch deep soffit located approximately 28 inches east of the west wall of windows. This soffit shall be reconstructed as part of the Acoustical Ceiling line item. See picture below:

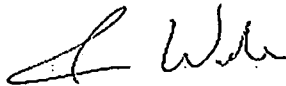


3. It has been noted that in developing the floor plan for the new walls to be constructed, the locations of the glass windows and jambs were not accounted for. As a result, the contractor should anticipate, in the event that any of the walls do not line up and terminate at the window jambs, the final location of these walls may be field modified to ensure no wall terminates mid-window pane. As any shift associated with these field modifications is not likely to exceed 1-2 feet laterally (same length), increases to materials and subsequently the cost of constructing the walls, if any, are anticipated to be negligible.
4. Although denoted with green triangles on the Floor Plan, no specification or line item was included for the bi-fold closet door to be installed near the restrooms at the north end of the bridge. This space, which is approximately 11.6 feet long, shall include the appropriate frame and two sets (4 total) of bi-fold doors specified to be “*Jeld-Wen 30 in. x 80 in. Colonist White Painted Textured Molded Composite MDF Closet Bi-Fold Door*” or approved equivalent. The framing shall

**DSC Bridge New Carpentry**  
**ADDENDUM NO. 1**  
**PAGE 2 of 3**

include a columnar partition between the two sets of doors. To account for this omission, a Revised Schedule of Prices is included with this Addendum and shall be submitted in-lieu of the original Schedule of Prices included with the RFB. The unit costs and total price submitted for this line item shall include materials and installation of all doors and framing, as well as any ancillary items required to complete the wall containing the doors in its entirety.

Sincerely,



Ian Wade, P.E.  
City of Aurora Engineering Division

---

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

**COMPANY NAME** \_\_\_\_\_

**SIGNATURE OF COMPANY REPRESENTATIVE** \_\_\_\_\_

# REVISED SCHEDULE OF PRICES

## DSC 2nd Floor Bridge Carpentry

### Base Bid:

Please provide costs to furnish and install the following:

Item	Quantity	Unit Cost	
Metal Framing	lump sum		
Drywall	lump sum		
Acoustical Ceiling	4,500 square feet		
Doors - Standard	13		
Door - 45 minute Rated	1		
Bi-fold Closet Door	4		
Door Frames	14		
Door Hinges	14		
Door Levers	14		
Thresholds	14		
Kitchen Cabinetry	lump sum		
		Total Cost	

**CITY OF AURORA**  
**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we L.J. Morse Construction Company ~~a/an individual or co-partnership or corporation~~, organized under the laws of the State of Illinois and licensed to do business in the State of Illinois, of 128 S. Broadway Avenue, Aurora, IL 60505, as Principal, and Western Surety Company 151 North Franklin Street Chicago, IL 60606, a corporation organized under the laws of the State of <sup>SD</sup>~~Illinois~~, as Surety, are held firmly bound unto the City of Aurora, State of Illinois, in the penal sum of one hundred three thousand four hundred and sixty Dollars and zero Cents (\$103,460.00), lawful money of the United States, well and truly to be paid unto said City of Aurora, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly, severally and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the City of Aurora acting through the City Council of said City for the construction of the work designated as **DSC 2<sup>nd</sup> Floor Bridge Carpentry** which contract is hereby referred to and made a part hereof, as if written herein in length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company, or corporation to whom any money may be due from the Principal, subcontractor, or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums or money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the City of Aurora and the City Council harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED THIS 25th day of April, 2019.

L.J. Morse Construction Company

ATTEST:

*[Signature]*

By:

Principal

Western Surety Company

(Name of Surety Company)

BY:

*[Signature]*

Christine Eitel Attorney-In-Fact

ATTEST: Witness

*Courtney A. Flaska*  
Courtney A. Flaska

*Surety Company Acknowledgement*

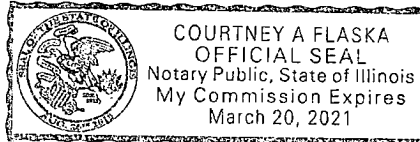
STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this **25th day of April, 2019**, before me personally appeared **Christine Eitel**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Western Surety Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Courtney A. Flaska  
Notary Public in and for the above County and State

My Commission Expires: 03/20/21



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Christine Eitel, Sherene L Hemler, Lucianne Bischoff, Mike Pohl, Kirk Liskiewitz, Courtney A Flaska, Samantha Bradtke, Brien Spoden, Individually**

of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of April, 2019.



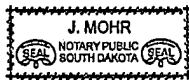
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of April, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of April, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



**NOTICE OF AWARD**

To: L.J. Morse Construction Company

128 S. Broadway Avenue

Aurora, IL 60505

PROJECT Description:

**DSC 2<sup>nd</sup> Floor Bridge Carpentry**

The OWNER has considered by BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 4, 2019 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$103,460.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within **fifteen (15)** calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within **fifteen (15)** days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return as acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 24<sup>th</sup> day of April, 2019.

City of Aurora  
(Owner)

By : Ian Wade

Title: Capital Projects Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by LOUIS J. MORSE

this the 24<sup>th</sup> day of April, 2019.

By [Signature]

Title General Manager

## CONTRACT

THIS AGREEMENT, made this 24<sup>th</sup> day of April, 2019, by and between the City of Aurora, Illinois, a home rule municipality (the "City") and LJ Morse Construction Company and its executors, administrators, successors or assigns (the "Contractor");

WITNESSETH: That for and in consideration of the payments and agreements in the proposal and documents hereto attached, to be made and performed by the City and according to the terms expressed in the bond referring to these presents, the Contractor agrees with said City, and at his own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this Contract and the requirements of the City Engineer in accordance therewith.

The Contractor further agrees to indemnify and hold harmless the City, its agents and employees, from any and all liability resulting from any work performed under this Contract, and to provide, in force, a policy of insurance in a single and aggregate amount not less than Seven Million Dollars (\$7,000,000.00) with no restrictions on occurrence limits covering any and all liability for personal injury and property damage that may arise from the work performed under this Contract; said policy shall name the City, as an additional insured, and shall be in accordance with the General Specifications.

It is also understood and agreed that the Instructions to Bidders, General Specifications, Special Provisions, Bid Proposal and Certifications, and Contract Bond hereto attached, and the Plans for the DSC 2<sup>nd</sup> Floor Bridge Carpentry approved by the City of Aurora on the date mentioned above by Resolution No. R19-119 are all essential documents of this Contract and are a part hereof.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

THE CITY OF AURORA, ILLINOIS

ATTEST:

By [Signature]  
Director of Purchasing

Wendy M. Cambridge  
City Clerk

CONTRACTOR:

(If a Corporation)

By [Signature]  
President Louis J. Morse

Linda K. Morse  
Secretary Linda K. Morse  
(Corporate Seal)

(If a Partnership)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

General Partners

Partners doing business under the  
firm name of

\_\_\_\_\_ (Seal)

(If an Individual)

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
Address of Individual

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

- 1. Proposal of L. J. Morse Construction Company  
for the improvement known as the Bid Number 19-18, DSC 2nd Floor Bridge Carpentry, located at 77 S. Broadway, Aurora, IL.**
- 2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.**
- 3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.**
- 4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.**
- 5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.**
- 6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.**
- 7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.**
- 8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.**
- 9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.**
- 10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.**

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

11. The undersigned further agrees to begin work not later than ten (10) calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ \_\_\_\_\_
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.

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

# REVISED SCHEDULE OF PRICES

## DSC 2nd Floor Bridge Carpentry

Base Bid: \$ 103,460.-

Please provide costs to furnish and install the following:

Item	Quantity	Unit Cost	
Metal Framing	lump sum		} 31,551.-
Drywall	lump sum		
Acoustical Ceiling	4,500 square feet		26,826.-
Doors - Standard	13	383.-	4,979.-
Door - 45 minute Rated	1	611.-	611.-
Bi-fold Closet Door	4	371.-	1,484.-
Door Frames	14	268.-	3,752.-
Door Hinges	14	53.-	742.-
Door Levers	14	233.-	3,262.-
Thresholds	14	53.-	742.-
Kitchen Cabinetry	lump sum		9,200.-
Misc/GC/OH&P			
Total Cost			103,460.-



(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 L. J. Morse Construction Company

Signed By   
Louis J. Morse - General Manager

Business Address 128 S. Broadway Avenue


Aurora, IL 60505

President Linda K. Morse

Secretary Linda K. Morse

Treasurer Linda K. Morse

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 City of Aurora Ordinance No. O18-054 adopted June 26, 2018: An Ordinance of the City of Aurora, Illinois, Ascertainning the Prevailing Wage Rate of Wages for Laborers, Mechanics, and other Workers Employed in Public Works Projects.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

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

- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME L. J. Morse Construction Company

ADDRESS 128 S. Broadway Avenue

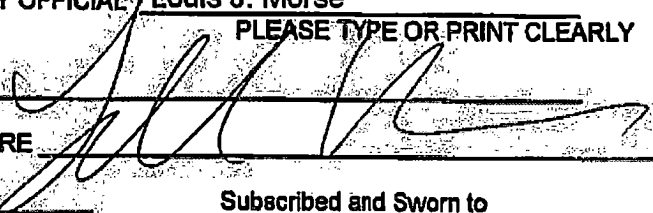
CITY/STATE/ZIP CODE Aurora, IL 60505

NAME OF CORPORATE/COMPANY OFFICIAL Louis J. Morse

PLEASE TYPE OR PRINT CLEARLY

TITLE General Manager

AUTHORIZED OFFICIAL SIGNATURE



DATE March 14, 2019

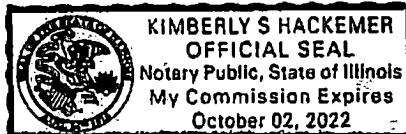
Subscribed and Sworn to

TELEPHONE ( 630 ) 896-2696

Before me this 14th day

FAX No. ( 630 ) 896-2697

of March 20 19



**Apprenticeship or Training Program Certification**

**Return with Bid**

**All contractors are required to complete the following certification:**

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

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

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

Casework and Doors

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

N/A

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

Bidder: L. J. Morse Construction Company

By: 

(Signature)

Address: 128 S. Broadway Avenue, Aurora, IL 60505

Title:

General Manager

STATE OF ILLINOIS )

County of Kane )

ss.

**BIDDER'S TAX CERTIFICATION**

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

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

DATED this 14th day of March, 2019.

By

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

Louis J. Morse

(Print name of Bidder's Executing Officer)

General Manager

(Title)

ATTEST/WITNESS:

By

*[Signature]*

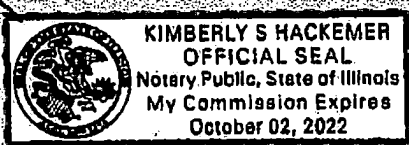
Amanda Miller

Title Administrator

Subscribed and sworn to before me this 14th day of March, 2019.

*[Signature]*  
Notary Public

(SEAL)



\*Please see attached list of references

**DSC 2nd Floor Bridge Carpentry**  
*Bid Number 19-18*

**REFERENCES**

(Please Type)

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Bidder's Name L. J. Morse Construction Company

Signature & Date

  
Louis J. Morse, March 14, 2019

**RFB – DSC Bridge New Carpentry (Bid 19-18)**

**ADDENDUM NO. 1**

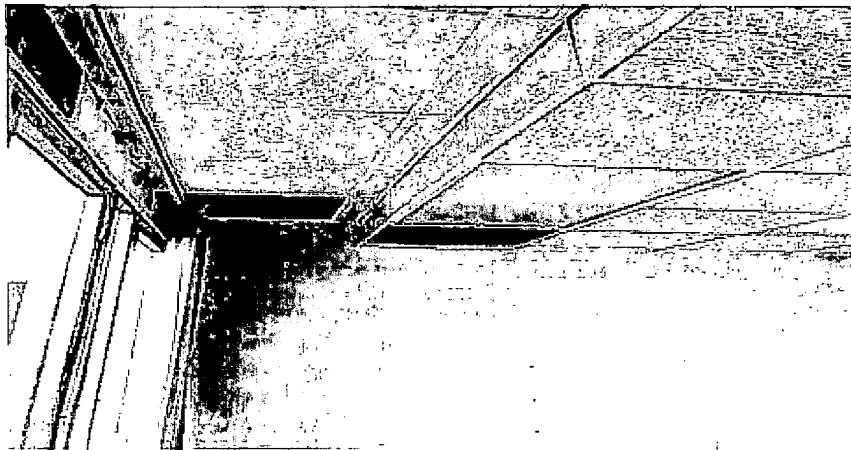
Page 1 of 3

TO: All Bidders  
FROM: Engineering Division, City of Aurora  
DATE: March 14, 2019

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.  
THIS SIGNED FORM MUST BE RETURNED WITH THE BID.**

Please incorporate the following revisions to the above referenced RFB:

1. To clarify the name of the RFB and project, the area being constructed is known as the “bridge” due its location on the 2<sup>nd</sup> floor of the DSC building and no 1<sup>st</sup> floor below it. The area is a building renovation and not does not involve, in any way, a traditional bridge that would, for example, be constructed to span a body of water.
2. The existing drop ceiling includes a 9 inch deep soffit located approximately 28 inches east of the west wall of windows. This soffit shall be reconstructed as part of the Acoustical Ceiling line item. See picture below:

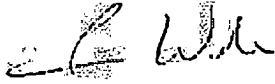


3. It has been noted that in developing the floor plan for the new walls to be constructed, the locations of the glass windows and jambs were not accounted for. As a result, the contractor should anticipate, in the event that any of the walls do not line up and terminate at the window jambs, the final location of these walls may be field modified to ensure no wall terminates mid-window pane. As any shift associated with these field modifications is not likely to exceed 1-2 feet laterally (same length), increases to materials and subsequently the cost of constructing the walls, if any, are anticipated to be negligible.
4. Although denoted with green triangles on the Floor Plan, no specification or line item was included for the bi-fold closet door to be installed near the restrooms at the north end of the bridge. This space, which is approximately 11.6 feet long, shall include the appropriate frame and two sets (4 total) of bi-fold doors specified to be “*Jeld-Wen 30 in. x 80 in. Colonist White Painted Textured Molded Composite MDF Closet Bi-Fold Door*” or approved equivalent. The framing shall

**DSC Bridge New Carpentry  
ADDENDUM NO. 1  
PAGE 2 of 3**

include a columnar partition between the two sets of doors. To account for this omission, a Revised Schedule of Prices is included with this Addendum and shall be submitted in-lieu of the original Schedule of Prices included with the RFB. The unit costs and total price submitted for this line item shall include materials and installation of all doors and framing, as well as any ancillary items required to complete the wall containing the doors in its entirety.

Sincerely,

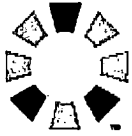


Ian Wade, P.E.  
City of Aurora Engineering Division

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

COMPANY NAME L. J. Morse Construction Company

SIGNATURE OF COMPANY REPRESENTATIVE 



**L.J. MORSE**  
CONSTRUCTION

128 S. Broadway  
Aurora, IL 60505  
630-896-2696  
FAX 630-896-2697

**CURRENT & COMPLETED CONSTRUCTION PROJECT REFERENCES**

**PROJECT NAME:** Willowbrook Police Facility  
**ARCHITECT/CM:** Williams Architects  
**CONTACT:** Tim Halik  
**PHONE NUMBER:** (630) 920-2261  
**APPROX. COST:** \$ 3,282,700.00  
**STATUS:** Current

**PROJECT NAME:** Carol Stream Elementary School  
**ARCHITECT/CM:** Arcon Associates, Inc.  
**CONTACT:** VP Trinh  
**PHONE NUMBER:** (630) 495-1900  
**APPROX. COST:** \$ 1,946,370.00  
**STATUS:** Current

**PROJECT NAME:** Advocate Good Shepherd Hospital  
**ARCHITECT/CM:** Mortenson Construction  
**CONTACT:** Joe Krueger  
**PHONE NUMBER:** (312) 566-9531  
**APPROX. COST:** \$ 11,218,000.00  
**STATUS:** Current

**PROJECT NAME:** Naperville North HS Entrance Enhancements  
**ARCHITECT/CM:** Wight & Company  
**CONTACT:** Craig Siepka  
**PHONE NUMBER:** (630) 969-7000  
**APPROX. COST:** \$ 1,526,000.00  
**STATUS:** Current

**PROJECT NAME:** Triton College – Multiple Projects  
**ARCHITECT/CM:** Arcon Associates, Inc.  
**CONTACT:** Michael Welsh  
**PHONE NUMBER:** (708) 456-0300  
**APPROX. COST:** \$ 3,210,000.00  
**STATUS:** Current and Completed

**PROJECT NAME:** West Chicago High School District #94 Work  
**ARCHITECT/CM:** DLA Architects  
**CONTACT:** Gordon Cole  
**PHONE NUMBER:** (630) 876-6223  
**APPROX. COST:** \$ 5,983,333.00  
**STATUS:** Completed



**COMPLETED CONSTRUCTION PROJECT REFERENCES...Continued**

**PROJECT NAME:** Ida Crown Jewish Academy  
**ARCHITECT/CM:** Lend Lease  
**CONTACT:** Jeannine Eicker  
**PHONE NUMBER:** (312) 245-1000  
**APPROX. COST:** \$ 2,557,994.00  
**STATUS:** Completed

**PROJECT NAME:** College of DuPage – Multiple Projects  
**ARCHITECT/CM:** Power Construction/Mortenson Construction  
**CONTACT:** Dave Lesniak  
**PHONE NUMBER:** (630) 942-2972  
**APPROX. COST:** \$ 6,165,000.00  
**STATUS:** Completed

**PROJECT NAME:** Lisle Park District Ohio Street Renovations  
**ARCHITECT/CM:** Williams Architects  
**CONTACT:** Dan Garvey, Owner  
**PHONE NUMBER:** (630) 964-3410  
**APPROX. COST:** \$ 1,727,551.00  
**STATUS:** Completed

**PROJECT NAME:** MVCC Multiple Projects  
**OWNER:** Moraine Valley Community College  
**CONTACT:** Rick Brennan  
**PHONE NUMBER:** (708) 974-5373  
**APPROX. COST:** \$ 9,759,963.00  
**STATUS:** Completed

**PROJECT NAME:** Lemont Police Facility  
**ARCHITECT/CM:** Wight Construction, Inc.  
**CONTACT:** Craig Siepka  
**PHONE NUMBER:** (630) 969-7000  
**APPROX. COST:** \$ 754,000.00  
**STATUS:** Completed

**PROJECT NAME:** Lord of Life Church Addition, La Fox IL  
**ARCHITECT:** Lord of Life Church  
**CONTACT:** Bob Fredericksen  
**PHONE NUMBER:** (630) 262-1642  
**APPROX. COST:** \$4,500,000.00  
**STATUS:** Completed

**PROJECT NAME:** New England Congregational Church  
**ARCHITECT:** New England Congregational Church  
**CONTACT:** Pastor Gary McCann  
**PHONE NUMBER:** (630) 897-8721  
**APPROX. COST:** \$1,252,200.00  
**STATUS:** Completed

More available upon request.



Illinois Department of Transportation

PROPOSAL

Local Agency Proposal Bid Bond
DSC 2nd Floor Bridge Carpentry
Various

Route
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

WE L. J. Morse Construction Co. as PRINCIPAL

and Western Surety 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.

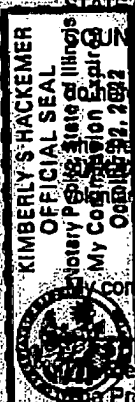
IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with 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 20th day of March, 2019

L. J. Morse Construction Co. Principal
By: [Signature] (Company Name)
By: [Signature] (Company Name)
(Signature and Title) (Signature and Title)

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

Western Surety Company Surety
By: Courtney A. Flaska
(Name of Surety) (Signature of Attorney-in-Fact)
Courtney A. Flaska



STATE OF ILLINOIS
COUNTY OF Kane
Kimberly S. Hackemer, a Notary Public in and for said county,
do hereby certify that Louis J. Morse

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

Given under my hand and notarial seal this 20th day of March, 2019
[Signature]
(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

*Surety Company Acknowledgement*

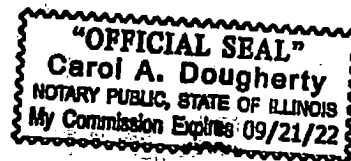
STATE OF ILLINOIS  
COUNTY OF COOK

SS:

On this 20th day of March, 2019, before me personally appeared Courtney A. Flaska , to me known, who, being by me duly sworn, did depose and say: that (s)he resides at Schaumburg, Illinois, that (s)he is the Attorney in Fact of Western Surety Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

  
\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: 09/21/22



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Sherene L Hemler, Mike Pohl, Meredith H Mielke, Kirk Liskiewitz, Courtney A Flaska, Samantha J Bradtke, Individually**

of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2018.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of August, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of March 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



**L.J. MORSE**  
CONSTRUCTION

128 S. Broadway  
Aurora, IL 60505  
630-896-2696  
FAX 630-896-2697

Mr. Ian Wade  
Capital Projects Manager  
City of Aurora  
Public Works and Engineering  
Aurora, IL. 60505

Mr. Wade,

In accordance with your request I offer the following breakdown of the Misc/GC/OH/P costs included in our bid for the carpentry work on the DSC bridge renovation project.

General Conditions - \$6,909.00, includes supervision, project manager, burden, insurance, etc.

Allowance - \$10,000.00, assigned amount set by Engineer

OH/P - \$3,402.00

Total sum - \$20,311.00

Please feel free to contact me directly if you have any further questions.

Respectfully,

Louis J. Morse