

### Local Agency Proposal Bid Bond

Date

	neatherd		on vvater Main in	nprovements	Route	Various		
			d 24-054		County	Kane		
		RETUR	RN WITH BID	Loca	l Agency	City of Aurora		
					Section			
WE		Brandt Excavat	<ul> <li>PAPER BID BONI ing, Inc.</li> </ul>	D			as PRINCIPAL,	
and	Liberty	Mutual Insuran	ce Company				as SURETY	
for the amount	specified in the propo	osal documents in effe	Local Agency (hereafter ect on the date of invitation y pay to the LA this sum	on for bids whichever i	s the lesse	r sum. We bind o	total bid price, or	
WHEREAS acting through	THE CONDITION OF its awarding authority	THE FOREGOING ( for the construction of	OBLIGATION IS SUCH to the the work designated as	hat, the said PRINCIP s the above section.	AL is subm	itting a written pro	oposal to the LA	
shall within fifte evidence of the	en (15) days after aw required insurance c	ard enter into a forma overage, all as provid	ct awarded to the PRINC al contract, furnish surety led in the "Standard Spe come void; otherwise it sl	guaranteeing the faith cifications for Road an	nful perform d Bridge C	nance of the work, onstruction" and a	, and furnish	
oreceding para ogether with al	graph, then the LA ac Il court costs, all attori	cting through its award ney fees, and any oth	s failed to enter into a for ding authority shall imme er expense of recovery.	diately be entitled to re	ecover the	full penal sum set	set forth in the out above,	
IN TESTIMO espective offic		said PRINCIPAL and  day of April	the said SURETY have I, 2024	caused this instrumen	t to be sign	ed by their		
_			Principal					
E	Brandt Excavatir		<u> </u>					
n	(Company		ا		(Com	pany Name)		
3y:	(Signatu	ure and Title)	ent By:	<u> </u>	/Signat	ure and Title)		
(If PRINCIP	, -	•	ctors, the company name	s and authorized sign	. –	-	iet ha affivad )	
(	LE 10 a joint vontare o	Title of more confide	Surety	s, and admonzed sign	atures or e	acii contractor inc	ist be affixed.	
Ĺ	iberty Mutual In	surance Compa	•	\\d\/ \			<b>*</b> .	
	(Name of		<del></del>	YVIV	(Signature o	f Attorney-in-Fact)	James I. Moore	
STATE OF ILLI	nois, DuPa	<b>30</b>		11			· · · · · · · · · · · · · · · · · · ·	
COUNTY OF	Sherry L Ba		a Notary Public	in and for said cou	ntv			
do hereby cer		<u> 200Kai</u>	, a rectary r done	& James I. Mod	• .			
			( Insert names of individuals					
SURETY, appe	ersonally known to m ared before me this d r the uses and purpos	lay in person and ack	sons whose names are s nowledged respectively,	ubscribed to the foreg that they signed and c	oing instrur lelivered sa	ment on behalf of aid instruments as	PRINCIPAL and their free and	
	Given under n	ny hand and notaria	al seal this 10t	day of	April, 20	)24		
My commission	on expires	09/08/2027	( )	NLLILA		CUA.	OFFICIAL SEAL MERRY L BACSH	
			- ELECTRONIC DI	DOND -	Notary	NOTARY	PUBLIC, STATE OF	ILLIN
The Principal an electronic	may submit an ele bid bond ID code a and Surety are firm o or more contracto	ctronic bid bond, in and signing below, t ly bound unto the L	Checked by LA if election of completing the he Principal is ensuring. A under the condition d bond ID code, comp	ectronic bid bond to a above section of the ag the identified elec- as of the bid bond as	ne Propos etronic bid s shown al	My Commal Bit Bond For bond has been bove. (If PRINC	commission No. 9776  Ission Expires Septemb  In. By provious  executed and  CIPAL is a joint	39
enture of two	ine venture.)							
venture of two	ne venture.)						*	

(Signature and Title)

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



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

### **POWER OF ATTORNEY**

bond:				
Principal Nam	e; Brandt Excavati	ng, Inc.	· ·	
Obligee Name	; City of Aurora			
Surety Bond N	lumber: Bio	d Bond	Bond Amount:	See Bond Form
TNESS WHEREOF, this o this 12th day of March	SUNTY INSURANTE	been subscribed by an authorized office	The Ohio Casualty Ins Liberty Mutual Insuran West American Insura By:	urance Company ce Company nce Company

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

IN Wi

SS

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

Member, Pennsylvania Association of Notaries

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April 2024







By: Renee C. Llewellyn, Assistant Secretary

### Bid 24-054

### Heathercrest Subdivision Water Main Improvements

Bid opening: April 10, 2024

### ADDENDUM NO. 1 Page 1 of 2

TO:

All Bidders

FROM:

**Engineering Division, City of Aurora** 

DATE:

**April 8, 2024** 

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

1. The following special provision shall be added to the contract documents:

SP G.16 – TRUCKING CITY OF AURORA SPOILS TO LANDFILL

The City of Aurora Water & Sewer Maintenance Division has a transfer pad at 649 S. River Street that stores spoils from utility dig repairs and needs assistance transporting these spoils to the correct disposal location. Spoils tested and approved for disposal at an approved CCDD facility will be taken to Fox River Stone Co. and CCDD, 6110 IL Route 71, Oswego, Illinois. Spoils tested and rejected for disposal at an approved CCDD facility will be taken to Waste Management at 18370 Somonauk Rd, Dekalb, Illinois.

The City of Aurora will pay for all dump fees at either location. The City shall provide staff and equipment to load the trucks at the transfer pad for the disposal and hauling of these spoils.

Trucking costs from the transfer pad to a CCDD facility or landfill shall be paid for at the contract unit price per HOUR for TRUCKING CITY OF AURORA SPOILS TO LANDFILL. 18-wheeled tractor trailers shall be used for the trucking. It is anticipated that a typical trucking day would be a full 8-hour day. Hours shall be considered on a per truck basis as in 4 trucks for 8 hours would be eligible for 32 hours of payment.

Sincerely,

John D. Hoffmann, P.E.

**Engineering Coordinator** 

Je 5/1/

City of Aurora Engineering Division

### HEATHERCREST SUBDIVISION WATER MAIN IMPROVEMENTS ADDENDUM NO. 1, PAGE 2 of 2

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

COMPANY NAME SIGNAT FXCOM

SIGNATURE OF COMPANY REPRESENTATIVE

PROPOSAL SUBMITTED BY:		
Brandt Excavating Inc.		
Contractor's Name		
385 E Hoover St		
Street		P.O. Box
Morris, IL 60450		
City	State	Zip Code



### CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

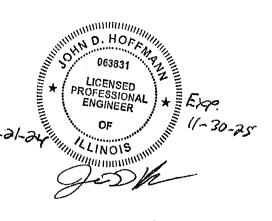
### PROPOSAL AND SPECIFICATIONS FOR

Heathercrest Subdivision Water Main Improvements

### AURORA, ILLINOIS

March, 2024 Bid Number 24-054

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



### **PROPOSAL**

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

1. Proposal of Brandt Excavating Inc. for the improvement known as the Heathercrest Subdivision Water Main Improvements, Bid Number 24-054.

- 2. The Plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
- 3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
- 4. The undersigned further declares that he has carefully examined the proposals, Plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
- 5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
- 6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
- 7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
- 8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
- 9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
- 10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

- 11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will 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 <u>5% Bid Bond</u> or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$
- 16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
- 17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the City of Aurora General Specifications.
- 18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
- 19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
- 20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
- 21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile

- liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora General Specifications Article 6.7.
- 22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract

Morris, IL 60450Bra

- 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 Heathercrest Subdivision Water Main Improvements Bid 24-054

Route County Local Agency

Heather Dr., Roanoak Dr., Sherwood Ave & Duncan Dr
Kane
City of Aurora

### RETURN WITH BID

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

(For complete information covering these items, see plans and specifications)					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Valve Box	EA	16	\$150.00	\$2,400.00
2	Abandon Valve Vault	EA	7	\$500.00	\$3,500.00
3	Remove Valve Vault	EA	2	\$500.00	\$1,000.00
4	Tree Root Pruning	LF	200	\$20.00	\$4,000.00
5	Select Granular Trench Backfill	СУ	4,400	\$18.00	\$79,200.00
6	Unsuitable Soil Removal and Replacement	СУ	100	\$40.00	\$4,000.00
7	Exploration Excavation, 8 Ft	LF	140	\$50.00	\$7,000.00
8	8" PVC C-900 Sanitary Sewer Removal and Repiacement	LF	41	\$150.00	\$6,150.00
9	Relocate Catch Basin, 3' Diameter, with New R- 3015 Type R Frame and Grate	EA	1	\$2,500.00	\$2,500.00
10	Field Adjustments to Proposed Storm Structures	EA	1	\$300.00	\$300.00
11	6" PVC C-900 Storm Sewer Removal & Replacement	LF	130	\$75.00	\$9,750.00
12	8" PVC C-900 Storm Sewer Removal & Replacement	LF	97	\$90.00	\$8,730.00
13	10" PVC C-900 Storm Sewer Removal & Replacement	LF	24	\$100.00	\$2,400.00
14	12" PVC C-900 Storm Sewer Removal & Replacement	LF	15	\$200.00	\$3,000.00
15	18" PVC C-905 Storm Sewer Removal & Replacement	LF	62	\$160.00	\$9,920.00
16	Restrained Joint Gasket, 8"	EA	30	\$150.00	\$4,500.00
17	HDD Zinc Coated DIP WM, Ci 52, 8" w/V-bio Polywrap	LF	714	\$165.00	\$117,810.00
18	Zinc Coated DIP WM, Cl 52, 6" w/V-blo Polywrap	LF	20	\$150.00	\$3,000.00
19	Zinc Coated DIP WM, CI 52, 8" w/V-bio Polywrap	LF	5,754	\$140.00	\$805,560.00
20	Zinc Coated DIP WM, Cl 52, 10" w/V-bio Polywrap	LF	20	\$190.00	\$3,800.00
21	Zinc Coated DIP WM, Cl 52, 12" w/V-blo Polywrap	ŁF	10	\$200.00	\$2,000.00
22	8" MJ Gate Valve in 48" Vault	EA	25	\$5,000.00	\$125,000.00
23	8" MJ Gate Valve w/Valve Box	EA	1	\$2,500.00	\$2,500.00
24	Additional Fittings	LB	500	\$8.50	\$4,250.00
25	Fire Hydrant Assembly Removal	EA	9	\$500.00	\$4,500.00
26	Fire Hydrant Assembly	EA	14	\$8,500.00	\$119,000.00
27	Sanitary Service Removal and Replacement, 6" PVC C-900	LF	300	\$40.00	\$12,000.00
28	1" Dia. Curb Stop & B-box	EA	118	\$900.00	\$106,200.00
29	1" Dia. Tap and Corp Stop	EA	118	\$900.00	\$106,200.00
				Page 1 Total =	\$1,560,170.00



### Schedule of Prices Heathercrest Subdivision Water Main Improvements Bid 24-054

Route County Local Agency

Heather Dr. Roanoak Dr. Sherwood Ave & Duncan Dr Kane City of Aurora

### RETURN WITH BID

(For complete information covering these items, see plans and specifications)					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
30	1" Water Service, Trenchless	LF	8,000	\$45.00	\$360,000.00
31	1" Water Service, Open Cut	LF	300	\$35.00	\$10,500.00
32	Interior Service Allowance	Allowance	1	\$200,000.00	\$200,000.00
33	Connect to Existing 6" WM	EA	4	\$4,800.00	\$19,200.00
34	Connect to Existing 8" WM	EA	5	\$5,800.00	\$29,000.00
35	Connect to Existing 10" WM	EA	2	\$7,000.00	\$14,000.00
36	Connect to Existing 12" WM	EA	1	\$9,000.00	\$9,000.00
37	Disconnect 8"X6" Tee at Evanslawn and Roanoak	EA	1	\$5,400.00	\$5,400.00
38	Disconnect 12"X6" Tee at Heather and Randall Frontage	EA	1	\$6,200.00	\$6,200.00
39	Disconnect 10"X6" Tee at Heather and Edgelawn	EA	1	\$5,900.00	\$5,900.00
40	Disconnect 10"X6" Tee at Roanoak and Edgelawn	EA	1	\$5,900.00	\$5,900.00
41	Water Main Cold Weather Protection	LF	128	\$10.00	\$1,280.00
42	Water Main Lowering, 8" DIP CL 52	LF	30	\$200.00	\$6,000.00
43	Temporary Pavement, 2"	SY	400	\$25.00	\$10,000.00
44	Class D Patching, 5" Binder & 1.5" Surface	SY	5,600	\$50.00	\$280,000.00
45	Combination PCC Curb and Gutter Removal and Replacement	LF	330	\$60.00	\$19,800.00
46	PCC Sidewalk Rem. and Replace, 5"	SF	800	\$15.00	\$12,000.00
47	Detectable Warnings	SF	40	\$50.00	\$2,000.00
48	PCC Drive Approach Removal & Replacement, 6", Residential	SY	110	\$120.00	\$13,200.00
49	HMA Drive Approach Removal & Replacement, 2", Residential	SY	20	\$70.00	\$1,400.00
50	Brick Driveway Approach Removal and Replacement, Residential	SF	30	\$50.00	\$1,500.00
51	Aggregate Driveway Approach Removal and Replacement, Residential	SY	15	\$25.00	\$375.00
52	Seeding - Aurora Mix	SY	2,700	\$15.00	\$40,500.00
53	Items Ordered by Engineer	Allowance	1	\$150,000.00	\$150,000.00
54	Traffic Control and Protection	LS	1	\$100,000.00	\$100,000.00
55	Inlet Protection	EA	39	\$150.00	\$5,850.00
56	Dewatering Bag	EA	2	\$150.00	\$300.00
57	Temporary Staging	CY	100	\$10.00	\$1,000.00
58	Non-Special Waste Disposal	TON	100	\$45.00	\$4,500.00
59	Non-Special Waste Disposal	TON	100	\$45.00	\$4,500.00
60	Trucking City of Aurora Spoils to Landfill	HR	200	\$145.00	\$29,000.00
				Page 2 Total =	\$1,348,305.00
	Page 1 Total =				
	Bidder's Total Proposal for Making Entire Improvements =				



		Signatures
(If an individual)	Signature of Bidder	
	Business Address	
(If a partnership)		
	Firm Name	
	Signed by	
	Business Address	
	Addresses of All Partners	
(If a corporation)		
	Corporate Name Brandt Excavating I	nc.
	Signed By	President
	Business Address 385 E Hoover St	
	Morris, IL 60450	
	President Chad Brandt	
	Secretary Meghan Fehr	
14	Treasurer Tonya Ahearr	1
Nomas	7/\/	

### **BIDDER'S CERTIFICATION**

I/We hereby certify that:

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

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

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

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

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

COMPANY NAME Brandt Excavating Inc.	
ADDRESS 385 E Hoover St	
CITY/STATE/ZIP CODE Morris, IL 60450	
NAME OF CORPORATE/COM ANT OFFICIAL	Brandt ASE TYPE OR PRINT CLEARLY
TITLE <u>President</u>	
AUTHORIZED OFFICIAL SIGNATURE	
DATE 4-9-2024	Subscribed and Sworn to
TELEPHONE (815)942-4488	Before me this 9th day
FAX No. (815 ) 942-4429	of <u>April</u> , 20 <u>24</u>
E-MAIL ADDRESS <u>brandtbuilders92@g</u> mail.com	Notary Public

### Apprenticeship or Training Program Certification

Return with Bid

All	contra	ctors 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:					
recall dis	uires the other reclose per United	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, his contract to be awarded to the lowest responsive and responsible bidder. In addition to esponsibility factors, this contract or deliver and install proposal requires all bidders to articipation in apprenticeship or training programs that are approved by and registered with I States Department of Labor's Bureau of Apprenticeship and Training, and applicable to of the above indicated proposals or groups. Therefore, all bidders are required to complete ng certification:				
	I.	Except as provided in paragraph III below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.				
	11.	The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.				
		Laborers Local 75 & Operators 150				

III.	of the contract or deliver and install prop members and not by employees to whom t	bidder that shall perform all or part of the work bosal solely by individual owners, partners or the payment of prevailing rates of wages would ad identify the owner/operator workforce and
is respons	sible for making a complete report and sha ory that will be utilized on the project is ac	are a material part of the contract. The bidder II make certain that each type of work or craft counted for and listed. The City of Aurora F Registration issued by the United States
Departme		ion by the contractor and any or all of its
Bidder:	Brandt Excavating Inc.	By:
Address:	385 E Hoover St, Morris IL 60450	(Signature) Title: <u>President</u>

STATE OF ILLINO	IS)	
•	)	SS
County of Kane	)	

### **BIDDER'S TAX CERTIFICATION**

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

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

DATED this 9th	day of <u>A</u>	pril	_, 20 <u>24</u> .
	By _		
		(Signature of Bidder's Executir	ng Officer)
		Chad Brandt	
		(Print name of Bidder's Executi	ng Officer)
		President	
		(Title)	
ATTEST/WITNESS:  By  Title Vice President	_		
Subscribed and sworn to before me the state of the sworn to before me the sworn to before me the state of the sworn to before me the sworn to be sworn to	 nis		,
(SEAL)	IAL SEAL	<b></b> }	

MEGHAN E FEHR Notary Public, State of Illinois My Commission Expires 9-23-2025

Bid Number 24-054



### City of Aurora, IL - Local Vendor Preference Application

	**** \$ 055,030 e/**			
	The business identified below is requesting to list, in accordance with ordinance O20-029 app	be placed on the City of Aurora, Illinois Local Vendor Preference proved April 28, 2020.		
	2) Name of Business:			
	5) Company's Web Address:	#*		
	6) Phone:	Fax:		
	7) County your Local Business is Located in:			
	Submitted By (Signature):			
	Print Name and Title:			
	Email Address:			
	Sec. 2-410Prequalification; local bidder,			
(a)	prequalification application along with supporting City Conneil, to the Finance Department:  a. Evidence that the business has established and the ownership or lease of all or a portion of a big prior to the submission of the prequalification.  b. Evidence demonstrating that the business is lefthe City of Aurora, and has a business register.  c. Evidence that the business is not a debtor to the defined as having outstanding fees, water bills or more past due, or has outstanding weed or mutickets that are not in dispute as to their valid processes.  Back up documentation for (a) a. and (a) b. must Please note for (a) c. above the City of Auror	Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of he ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and he City of Aurora, and has a business registered to operate in the City if required; and Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is lefined as having outstanding fees, water bills, sales tax or restaurant bar tax payments that are thirty (30) days or more past due, or has outstanding weed or an issuee abatements or liens, has failure to comply tickets or parking ickets that are not in dispute as to their validity and are not being challenged in court or other administrative		
	outstanding fees. Your company should make su	re that to the best of its knowledge all bills are current.		
	Return completed application, with all required City of Aurora, Attn: Purchasing Division, 44 l Or email to: PurchasingDL/aaurora.il.us	E. Downer Place, Aurora, 1L 60507		
	Do not write below this line: For City of Aurora u	se ONLY		
~ *	) a. ) b,			
	) e.			
	Date:			
	Approved:	Denied:		
	Lutter Cart	Initials:		



## Certificate of Eligibility

Contractor No 678C

Brandt Excavating, Inc.

385 East Hoover Street Morris, IL 60450

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

CONCRETE CONSTRUCTION DRAINAGE

AGGREGATE BASES & SURF. (A)

5 g

\$575,000 \$375,000 \$4,750,000

\$1,000,000

INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN 4/30/2024 ဥ 8/9/2023 THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM

THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.

ISSUED AT SPRINGFIELD, ILLINOIS ON 8/9/2023.



### To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulias, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the

Department of Business Services. I certify that

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



In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of 30TH the State of Illinois, this A.D.2023

day of MAY

Authentication #: 2315002020 verifiable until 05/30/2024

Authenticate at: https://www.llsos.gov

SECRETARY OF STATE









(630) 653-0006 chicagolaborers.org

November 8, 2023

Brandt Excavating, Inc 385 E Hoover Street Morris, 1L 60450

To Whom It May Concern:

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

You may also use this letter as verification that Brandt Excavating, Inc is indeed signatory to the to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

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

Yours very truly,

Munda Maddy Miranda Maddie Office Manager

James P. Connolly, Chairman Michael Bivins Shawn Fitzgerald Martin Flanagan Joseph V. Healy Loyd 'Qurly" Vaughn Keith Vitale

LIUNA!

### Management Trustees

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

# States Bepartment of the States Office of Apprenticeship Aratoing, Amplayer and Ashor Services

Qureau of Apprensitesship and Craining

Chicagoland Laborers' J.A.T.C. Earol Stream, Minois For the Trade - Construction Craft Laborer Certificate of Aegistration

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship established by the Secretary of Babor

April 12, 1999 20th REVISED August 13, 2004

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### INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 180, 1808, 180A, 180C, 180RA, 180D, 180G, 180M APPLIATED WITH THE A.P.L.-G.LO. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY PRESIDENT-BUSINESS MANAGER



(705) 482-8800 • FAX (706) 482-7186 6200 JCIJET ROAD COUNTRYBIDE, IL 60825-3992

November 8, 2023

Brandt Excavating, Inc. 385 E Hoover Street Morris, Il 60450

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

Dear Sir or Madam:

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

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

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

Very truly yours,

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

Maribel Hernandez

**Enclosures: Certificates** 

Mathemat Ado, THE BUILD WA

Certificate of Registration of Apprenticeship Program Office of Apprenticeship

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

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

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December 31, 1978 Revised June 23, 2011

IC008780173

# Am Antera States Department of Labor.

Certificate of Registration of Apprenticeship Program Office of Apprenticeship

Operating Engineers Local 150 Apprenticeship Fund Wilmington, Illinois For the Trade — Operating Engineer (Heavy Equipment Technician)

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

- May 5, 2002 - Revised June 21, 2011

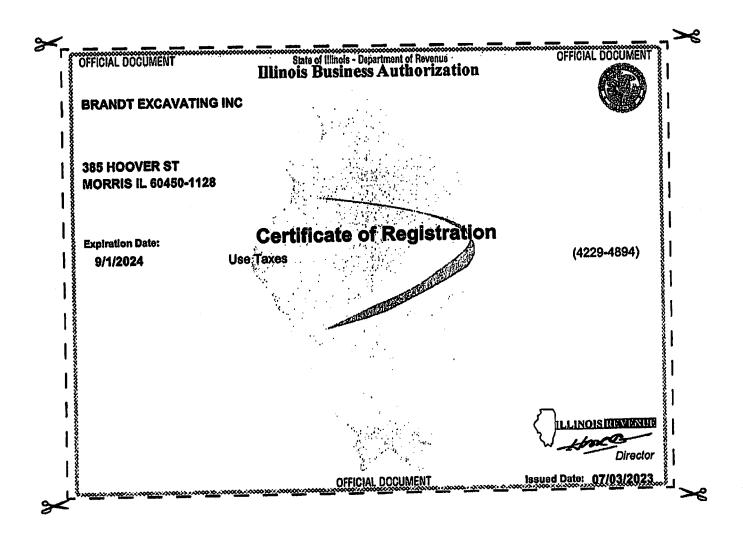


IC012020003

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

If not, contact us immediately.

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



JB Pritzker Governor

ILLINOIS DEPARTMENT OF Human Rights

James L. Bennet Director

# State of Illinois Eligible Bidder / Public Contractor

BRANDT EXCAVTING INC.

385 E Hoover Street

Morris, 1L, 60450

### IDHR Eligibility Number: 138546-00

Type of IDHR Eligibility Number: Corporate Headquarters / Primary Location

**Expiration Date** Start Date Form Number: 04/29/2021

04/28/2026

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

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