

PROPOSAL SUBMITTED BY:

Berger Contractors, Inc.

Contractor's Name

1205 Garland Rd

Street

P.O. Box

Wauconda

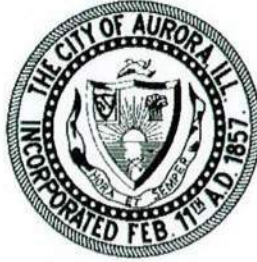
IL

60084

City

State

Zip Code



CITY OF AURORA  
KANE COUNTY  
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

**S. Broadway Avenue/Illinois Route 25 Water Main Improvements**

AURORA, ILLINOIS

July, 2023

Bid Number 23-55

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



Bid Number 23-55

## PROPOSAL

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

1. Proposal of Berger Contractors, Inc.  
for the improvement known as the **S. Broadway Avenue/Illinois Route 25 Water Main Improvements, Bid 23-55.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

**Bid Number 23-55**

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 \$ 5% of Bid Amount
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  
Broadway Ave/Illinois Route 25  
Water Main Replacement  
Bid 23-55**

Route	S. Broadway Ave - E. NY to Benton
County	Kane
Local Agency	City of Aurora

**RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Valve Box	EA	6	450.00	2,700.00
2	Abandon Valve Vault	EA	7	700.00	4,900.00
3	Select Granular Trench Backfill	CY	598	0.01	5.98
4	CLSM Backfill	CY	1,160	0.01	11.60
5	Unsuitable Soil Removal and Replacement	CY	30	155.00	4,650.00
6	Exploration Trench, 4 Ft	LF	60	70.00	4,200.00
7	Exploration Trench, 8 Ft	LF	60	115.00	6,900.00
8	8" DIP Storm Sewer Removal & Replacement	LF	60	192.00	11,520.00
9	10" DIP Storm Sewer Removal & Replacement	LF	50	197.00	9,850.00
10	12" RCP Storm Sewer Removal & Replacement	LF	75	135.00	10,125.00
11	Restrained Joint Gasket, 16"	EA	9	700.00	6,300.00
12	Zinc Coated DIP WM, CI 52, 4" w/V-bio Polywrap	LF	40	255.00	10,200.00
13	Zinc Coated DIP WM, CI 52, 6" w/V-bio Polywrap	LF	120	255.00	30,600.00
14	Zinc Coated DIP WM, CI 52, 8" w/V-bio Polywrap	LF	40	280.00	11,200.00
15	Zinc Coated DIP WM, CI 52, 10" w/V-bio Polywrap	LF	135	330.00	44,550.00
16	Zinc Coated DIP WM, CI 52, 12" w/V-bio Polywrap	LF	90	395.00	35,550.00
17	Zinc Coated DIP WM, CI 52, 14" w/V-bio Polywrap	LF	15	530.00	7,950.00
18	Zinc Coated DIP WM, CI 52, 16" w/V-bio Polywrap	LF	1,310	449.00	588,190.00
19	4" MJ Gate Valve in 48" Vault	EA	2	4,000.00	8,000.00
20	6" MJ Gate Valve in 48" Vault	EA	2	4,300.00	8,600.00
21	8" MJ Gate Valve in 48" Vault	EA	1	5,400.00	5,400.00
22	10" MJ Gate Valve in 48" Vault	EA	3	6,800.00	20,400.00
23	12" MJ Gate Valve in 60" Vault	EA	2	9,300.00	18,600.00
24	16" MJ Gate Valve in 60" Vault	EA	7	15,500.00	108,500.00
25	6" MJ Gate Valve w/Valve Box	EA	1	2,500.00	2,500.00
26	Additional Fittings	LB	1,000	15.00	15,000.00
27	Fire Hydrant Assembly Removal	EA	3	1,350.00	4,050.00
28	Fire Hydrant Assembly	EA	4	9,800.00	39,200.00
29	Sanitary Service Removal and Replacement, 6" PVC C-900	LF	100	245.00	24,500.00
30	1" Dia. Curb Stop & B-box	EA	24	830.00	19,920.00
31	1" Dia. Tap and Corp Stop	EA	24	750.00	18,000.00
32	1" Water Service, Trenchless	LF	450	150.00	67,500.00
33	1" Water Service, Open Cut	LF	150	125.00	18,750.00
34	1.5" Dia. Curb Stop & B-box	EA	3	1,085.00	3,255.00
35	1.5" Dia. Tap and Corp Stop	EA	3	1,150.00	3,450.00
<b>Page 1 Total =</b>					<b>\$1,175,027.58</b>



**Schedule of Prices**  
**Broadway Ave/Illinois Route 25**  
**Water Main Replacement**  
**Bid 23-55**

Route S. Broadway Ave - E. NY to Benton  
 County Kane  
 Local Agency City of Aurora

**RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
36	1.5" Water Service, Trenchless	LF	50	185.00	9,250.00
37	1.5" Water Service, Open Cut	LF	25	130.00	3,250.00
38	2" Dia. Curb Stop & B-box	EA	4	1,850.00	7,400.00
39	2" Dia. Tap and Corp Stop	EA	4	1,600.00	6,400.00
40	2" Water Service, Trenchless	LF	75	190.00	14,250.00
41	2" Water Service, Open Cut	LF	25	150.00	3,750.00
42	Interior Service Connection Allowance	Allowance	1	\$100,000.00	\$100,000.00
43	Connect to Existing 4" WM	EA	2	6,500.00	13,000.00
44	Connect to Existing 6" WM	EA	2	7,000.00	14,000.00
45	Connect to Existing 10" WM	EA	3	7,300.00	21,900.00
46	Connect to Existing 12" WM	EA	2	8,500.00	17,000.00
47	Connect to Existing 14" WM	EA	2	10,000.00	20,000.00
48	Connect to Existing 16" WM	EA	2	10,000.00	20,000.00
49	Disconnect 6" water main at LaSalle St and E Benton St Intersection	EA	1	8,000.00	8,000.00
50	Water Main Lowering, 10" DIP CL 52	LF	15	650.00	9,750.00
51	Water Main Lowering, 12" DIP CL 52	LF	15	750.00	11,250.00
52	Water Main Lowering, 16" DIP CL 52	LF	60	760.00	45,600.00
53	Abandon Sanitary Manhole	EA	1	1,350.00	1,350.00
54	Sanitary Manhole Ty A, 4' Dia	EA	1	9,250.00	9,250.00
55	Temporary Pavement, 2"	SY	500	27.00	13,500.00
56	Class D Patching, 10" Binder & 1.5" Surface	SY	1,582	138.00	218,316.00
57	Combination PCC Curb and Gutter Removal and Replacement	LF	110	85.00	9,350.00
58	PCC Sidewalk Rem. and Replace, 5"	SF	525	17.55	9,213.75
59	PCC Drive Approach Removal & Replacement, 6", Residential	SY	20	180.00	3,600.00
60	Seeding - Aurora Mix	SY	800	17.00	13,600.00
61	Items Ordered by Engineer	Allowance	1	\$120,000.00	\$120,000.00
62	Traffic Control and Protection	LS	1	150,000.00	150,000.00
63	Inlet Protection	EA	25	240.00	6,000.00
64	Dewatering Bag	EA	1	1,000.00	1,000.00
65	Temporary Staging	CY	50	29.00	1,450.00
66	Non-Special Waste Disposal	TON	50	35.00	1,750.00
67	Special Waste Disposal	TON	50	52.00	2,600.00
68	Trucking City of Aurora Spoils to Landfill	HR	100	145.00	14,500.00
<b>Page 2 Total =</b>					<b>\$900,279.75</b>
<b>Page 1 Total =</b>					<b>\$1,175,027.58</b>
<b>Bidder's Total Proposal for Making Entire Improvements =</b>					<b>\$2,075,307.33</b>



(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 Berger Contractors Inc.

Signed By [Signature]

President

Business Address 1205 Garland Rd

Wauconda FL 32084

President Julie Chamberlin

Secretary Julie Chamberlin

Treasurer Julie Chamberlin

Attest: [Signature]

Secretary

### BIDDER'S CERTIFICATION

I/We hereby certify that:

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

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

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

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

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

COMPANY NAME Berger Contractors, Inc.

ADDRESS 1205 Garland Rd

CITY/STATE/ZIP CODE Wauconda IL 60084

NAME OF CORPORATE/COMPANY OFFICIAL Julie Chamberlin

TITLE President PLEASE TYPE OR PRINT CLEARLY

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 7/25/03

TELEPHONE (817) 526-5151

FAX No. (817) 526-4204

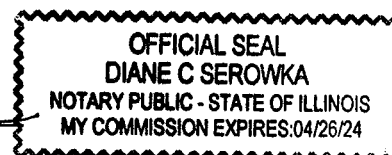
E-MAIL ADDRESS Joerger@bergercontractors.com

Subscribed and Sworn to

Before me this 25 day

of July, 2023

Diane C. Serowka  
Notary Public



Bid Number 23-55



## Apprenticeship or Training Program Certification

Return with Bid

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

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

---

---

---

---

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

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

Operating Engineers Local 150

Construction and General Laborers District Council of Chicago and Vicinity

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

NONE

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

Bidder: Berger Contractors, Inc.

By:   
(Signature)

Address: 1205 Garland Rd Waukegan IL 60084

Title: President

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



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

July 27, 2023

Berger Excavating Contractors Inc.  
1205 Garland Rd  
Wauconda, IL 60084

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

Dear Sir or Madam:

At the request of Berger Excavating Contractors 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, Berger Excavating Contractors 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

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

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

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

*May 5, 2002*

*Date Revised June 21, 2011*

*Registration No.*

*IL012020003*



*William F. Solis*  
*Secretary of Labor*

*Ad V. Hall*  
*Administrator, Office of Apprenticeship*



# *The United States Department of Labor*

## *Office of Apprenticeship*

### *Certificate of Registration of Apprenticeship Program*

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

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



*December 31, 1978*  
*Date Revised June 23, 2011*

*Registration No.*  
*IL008780173*

*William F. Solis*  
*Secretary of Labor*  
*Ad. V. Hall*  
*Administrator, Office of Apprenticeship*

STATE OF ILLINOIS)

**SS.**

County of Kane

## BIDDER'S TAX CERTIFICATION

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

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

DATED this 25 day of July, 2023.

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

Wile Chamberlin  
(Print name of Bidder's Executing Officer)

President  
(Title)

**ATTEST/WITNESS:**

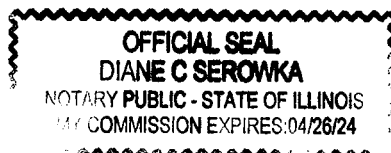
By 

Title Secretary

Subscribed and sworn to before me this  
25 day of July, 2023

Maureen C. Serawka  
Notary Public

(SEAL)



**Bid Number 23-55**



**RETURN WITH BID**

Route Various

County Kane

Local Agency      City of Aurora

Section

WE Berger Excavating Contractors, Inc. PAPER BID BOND

WE Berger Excavating Contractors, Inc. 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 19th day of July, 2023

Berger Excavating Contractors, Inc.

Principal

(Company Name)

By:

By:

(Company Name)

(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:

(Name of Surety)

James I. Moore

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF DuPage

I, Lisa Marotta, a Notary Public in and for said county,  
do hereby certify that Julie Chamberlain and James I. Moore

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

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

Given under my hand and notarial seal this 19th day of July, 2023

My commission expires 2/7/2026

(Notary Public)

OFFICIAL SEAL  
LISA MAROTTA  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires February 7, 2026

## 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 \_\_\_\_\_

**Bid Number 23-55**

# 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

**James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, 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 20th day of June, 2021.



WESTERN SURETY COMPANY

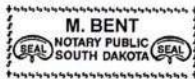
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of June, 2021, 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

March 2, 2026



M. Bent, 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 19th day of July, 2023.



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.



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Berger Excavating Contractors, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 2, 2012

Expiration Date: March 2, 2024

WBENC National Certification Number: 2005119961

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Authorized by Emilia DiMenco, President &  
CEO Women's Business Development Center -  
Midwest



NAICS: 237310, 237110, 237990  
UNSPSC: 72140000, 72141000, 72141107





# Illinois Department of Transportation

## Certificate of Eligibility

Berger Excavating Contractors, Inc.  
1205 Garland Road Wauconda, IL 60084

Contractor No 0392

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

SUPER UNLIMITED

001	EARTHWORK	\$25,575,000
005	HMA PAVING	\$9,900,000 B
012	DRAINAGE	\$35,625,000
014	ELECTRICAL	\$1,600,000
017	CONCRETE CONSTRUCTION	\$23,100,000
018	LANDSCAPING	\$2,975,000
032	COLD MILL, PLAN. & ROTOMILL	\$175,000
034	DEMOLITION	\$1,675,000
036	TUNNEL EXCAVATION	\$125,000
08A	AGGREGATE BASES & SURF. (A)	\$12,550,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/9/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/9/2023.

B Restricted to 1200 tons in any 1 contract (Class I and/or B&M) or as specified by local agency

  
Engineer of Construction

Bid 23-55  
Broadway Ave Water Main Replacement  
Bid opening: July 26<sup>th</sup>, 2023

**ADDENDUM NO. 1**  
**Page 1 of 3**

**TO:** All Bidders  
**FROM:** Engineering Division, City of Aurora  
**DATE:** July 24<sup>th</sup>, 2023

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

1. Attached is an exhibit showing the disconnect and abandonment of the 6" water main E. Benton Street west of the S. LaSalle intersection.
2. The only portion of the project anticipated to be directionally drilled would be the 1" copper water services.
3. The bid bond required for the project is 5% as stated on item 15 of the Proposal on page 68.
4. CLSM backfill is anticipated to be required by IDOT in a portion of the water main trench. CA-6 is to be installed as trench backfill to 1' above the water main. The Class D patching pay item includes 12" of CA-6 aggregate, 10" of HMA Binder and 1.5" of HMA Surface course per special provision SP R.3 and the patching detail on sheet 14. That leaves approximately a 2.5' thick layer of CLSM when the water main is installed with the minimum cover of 5.5'.
5. A copy of plan holders list is also attached.
6. Sanitary Manhole 1 on sheet 8 is supposed to have an invert elevation of 630.60.

Sincerely,

*Kurt Muth*

Kurt Muth, PE  
Engineering Coordinator  
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 [muthk@aurora.il.us](mailto:muthk@aurora.il.us) IMMEDIATELY UPON RECIEPT.**

**COMPANY NAME** Berger Constructors

**SIGNATURE OF COMPANY REPRESENTATIVE**

*Mike Rossetti*  
Mike Rossetti