

Fox Excavating
1305 S. River St.
Batavia, IL 60510

Invitation to Bid 25-152

Fox Valley Center Drive Water Main Replacement

ELECTRONIC BIDDING

The City of Aurora, IL will accept sealed bids via the
City's E Procurement System, OpenGov
(<https://procurement.opengov.com/portal/aurorail>)

BIDDER'S CERTIFICATION

Return with Bid

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.
- ☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We 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 Fox Excavating Inc Fox Excavating
ADDRESS 1305 S. River St 1305 S. River St.
CITY/STATE/ZIP CODE Batavia, IL 60510 Batavia, IL 60510
NAME OF CORPORATE/COMPANY OFFICIAL Gary Martin
TITLE President PLEASE TYPE OR PRINT CLEARLY
AUTHORIZED OFFICIAL SIGNATURE [Signature]
DATE 4/29/25
TELEPHONE (630) 879-2674

Subscribed and Sworn to
Before me this 29 day
of April, 2025

[Signature]
OFFICIAL SEAL
CHRISTINE ANN NIGHTINGALE
Notary Public, State of Illinois
Commission No.
My Commission Expires June 16, 2027

Return with Bid

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 29 day of April, 2025.

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

Gary Martin
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

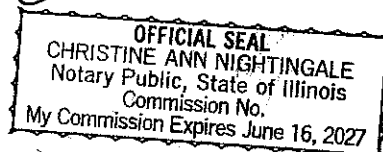
By [Signature]
Title Brandon J. Jari, PM

Fox Excavating
1305 S. River St.
Batavia, IL 60510

Subscribed and sworn to before me this
29 day of April, 2025.

[Signature]
Notary Public

(SEAL)



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:

**Fox Excavating
1305 S. River St
Batavia, IL 60510**

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.

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

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

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Fox Excavating Inc

By: [Signature]

(Signature)

Address: 1305 S. River St.
Batavia, IL 60510

Title President

Fox Excavating
1305 S. River St.
Batavia, IL 60510

CITY OF AURORA, ILLINOIS INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Package; (b) execute a bond necessary for surety acceptable to the City of Aurora in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the City from all liens and damages arising out of the Work; (c) carry insurance acceptable to the City covering public liability, property damage and workers compensation; and (d) pay workers in accordance with the schedule of prevailing wages for Kane County.

02. ACCEPTANCE OF BIDS

- a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**
- b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids through the City's E Procurement System. Bids shall be filled out legibly in ink or type-written with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

- d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.
- e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF BIDS

- a. **Bids must be submitted electronically**, up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- b. **Bids must be submitted electronically via the City's E Procurement System.**
There will be no exceptions!

04. WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the advertised proposal opening time through the City's E Procurement System, the responding bidder may "un-submit" their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding bidder may submit another proposal at any time up to the deadline for submitting bid proposals prior to the opening.

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. No bid proposal will be opened or accepted, which is received after the time and date scheduled for the Bid Proposals to be received.

05. BID DEPOSIT

Each Bidder shall deposit with Bid a Bid guarantee consisting of a Bid bond payable to the order of the City, in an amount not less than five percent (5%) of the total amount of the Bid submitted, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within ten (10) days after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the Bidder, proper insurance certificates and a Performance and Payment Bond in one hundred percent (100%) of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. **Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov.** Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days. All Bid deposits will be retained by the City until a Bid award is made, at which time the Bid deposit will be promptly returned to the unsuccessful Bidders. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Bidder shall not be considered complete, until final inspection and acceptance by the City of the Bidder's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

06. BOND AND INSURANCE

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

The Bidder awarded the project will need to provide performance and payment bonds for one year with a letter attached from the bond company certifying that the bond may be automatically renewed for the second year.

The term Payment Bond shall be understood to mean the bond executed by the Bidder 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.

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

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

07. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the Bid proposal and contract in conjunction thereto.

08. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a Bid is responsible for examining the complete Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to the bidding. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Bid Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Bid for all contingencies. Before any award is made of the contract to the Bidder, the Bidder may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

09. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. Prequalification of Bidders as contained in the Illinois Department of Transportation Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" is required on this project. The City may, at its option, disqualify a Bidder and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.

- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any proposer who owes the city money may be disqualified at the City's discretion.**
- **From the issuance of this document through the execution of the award, potential vendors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents or elected officials.**

10. AWARD OF BID

It is the intent of the City to award a contract to the lowest responsive responsible bidder meeting specifications. The City reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

However, if the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

11. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern.

12. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

13. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

Invoices MUST contain the Purchase Order Number, as issued by the City.

The successful Bidder shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!*

14. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

15. DEFAULT

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

16. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and

changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

17. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

18. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

Contractor and/or Bidder (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the City, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Bidder (as case may be) agrees that these warranties shall run to the City of Aurora, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

19. CANCELLATION

The City reserves the right to cancel the whole or any part of the contract if the Bidder fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

20. SIGNATURES

Bid proposals must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter.

When a corporation submits a Bid, its agent must present legal evidence that he has lawful authority to sign said Bid and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the

successful Bidder, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, along with the corporate seal. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

21. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

22. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

23. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Safety Data Sheet(s)" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

24. ROYALTIES AND PATENTS

Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the City harmless from loss on account thereof.

25. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Bid. Listing must include company name, contact person, telephone number and date purchased. 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 appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

26. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder 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 thereto; 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 requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

28. 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 Bidder is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Bidder 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.

29. 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 Bidder 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 Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Bidder for the payment thereof.

30. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any

Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder 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 project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder 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.

31. LOCAL BIDDER PREFERENCE

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

32. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit proposers and encourages the successful contract bidder to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

33. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to 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 Bidder 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 Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come 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 Bidder, 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 Bidder 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.

34. RESPONSIBLE BIDDER

Section 2-331(5) of the Aurora City Code requires that bidders for city contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, **the bidder must submit a copy of each applicable program registration certificate with his/her bid.**

35. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder 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 City shall be with the Bidder; 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 City 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 City, the Bidder 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 Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

36. PROSECUTION OF WORK

The Bidder 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 Bidder shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Bidders Certification, and for all wage rate and hour regulations and applications.

37. GUARANTEE AND MAINTENANCE OF WORK

The Bidder 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 Bidder 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

insure 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.

38. CONTRACT

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within ten (10) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Bidder to execute the contract within ten (10) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

39. INSURANCE CERTIFICATES

At, or prior to, delivery of the signed contract, the successful Bidder shall deliver to the City the policies of insurance or insurance certificates as required by the contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Bidder may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Bid will be awarded to the next lowest Bidder or in the creation of a new Bid.

40. PERSONNEL AND EQUIPMENT

The Bidder shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Bidder shall provide identification of its personnel if requested by the City.

Any Bidder's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Bidder's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Bidder, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

41. TIME

Bidder shall schedule its Work and that of its subcontractors to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Bidder's sole remedy for delay shall be an extension in the contract time.

42. **QUESTIONS**

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, **but no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted.

No questions will be accepted or answered verbally.

No questions will be accepted or answered after the cut-off date/time.

It is the responsibility of the interested bidder to ensure they have received addenda, if any issued.

**CITY OF AURORA, IL
INVITATION TO BID**

SPECIFICATIONS

The Following Documents have been updated separately for your convenience.

- **Fox Valley Center Drive Water Main Replacement – Special Provisions**
- **Fox Valley Center Drive Water Main Replacement – Plans**
- **Fox Valley Center Drive Water Main Replacement - Specifications**

CITY OF AURORA, ILLINOIS

Fox Excavating
1305 S. River Street
Batavia, IL 60015

REFERENCES

Please See Attached

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Bidder's Name: _____

Fox Excavating, Inc
Completed/Current Projects
References

2022

Fox Excavating
1305 S. River St.
Batavia, IL 60510

City of Elgin

2021 Water Main Improvements
Various Locations
Site Utilities- 1100 L.F. New Water Main
\$527,400.00

Culver's Wheaton

908 E. Roosevelt Rd.
Wheaton, IL 60187
McCon Building Corp.
Building Demo, Sitework, Site Utilities
\$619,500.00

City of St. Charles

Stirup Cup Court
Watermain Replacement
1-12 Stirup Cup Court
\$203,000.00

East Maine School Dist. 63

Washington Elem. School
2710 Golf Rd.
Glenview, IL 60016
F.H. Paschen
Sitework & Site Utilities
\$290,000.00

East Maine School Dist. 63

Apollo Elem. School
10100 Dee Rd.
Des Plaines, IL 60016
Site Utilities
\$93,500.00

City of North Aurora

Cherry Tree Sanitary Improvements
16 & 18 N. Cherrytree Court
North Aurora, IL
Site Utilities
\$136,000.00

Troy CCSD 30C
Troy Administration Building Addition
5800 Theodore St.
Plainfield, IL 60586
Sitework, Excavation and Site Utilities
\$275,000.00

2023

City of Wheaton
Droset Drive Flood Improvements
2033-2066 Dorset Dr.
Wheaton, IL 60187
Site Utilities
\$553,600.00

Elgin Community College
Building H Additions
1700 Spartan Dr.
Elgin, IL
Lamp, Inc.
Sitework, Excavation and Site Utilities
\$434,800.00

Wheatlands Park
1270 Spinnaker Dr.
Aurora, IL
Sitework and Underground
\$279,700.00

ALDI Headquarters
Water Main Improvements
A.M. King Construction
1200 N. Hubbard Rd.
Batavia, IL
\$95,000.00

2023-2024

Queen Bee School District 16

QBSD 16 Operations Center & District Office
1560 Bloomingdale Rd.
Glendale Heights, IL 60139
Riely Construction
Select Demo, Sitework & Excavation
\$547,000.00

Well No. 13 Water Treatment Plant

City of Warrenville
SW Corner of Barkley Ave & Estes St.
Warrenville, IL
Sitework & Underground
\$436,131.00

Naperville Wheaton Townhomes

5S275 Naperville Wheaton Rd.
Naperville, IL 60510
Sitework, Excavation and Underground Utilities
\$410,000

North Aurora Fire Station

23 N. Lincolnway St.
North Aurora, IL 60542
Sitework & Excavation
\$489,800

Rite Bite Fundraising

824 E. North St.
Elburn, IL 60119
Sitework, Excavation and Underground Utilities
\$234,000

Indian Trail Splash Pad

Indian Trail Road
Aurora, IL
Sitework and Underground Utilities
\$212,850

2024 Projects Currently Under Contract- NOT COMPLETED

Hoyles and Jackson Watermain

City of Aurora
Storm and Watermain-Lead Service Replacement
420 Hoyles St.
Aurora, IL
\$939,285.00

City of Aurora Public Works Phase 2

Geneva Construction- Sitework and Underground
2185 E. Liberty St.
Aurora, IL 60505
\$289,800.00

Scarlet Oak Drainage Improvements

Village of Lisle
2116 Scarlet Oak Ln.
Lisle, IL
Back Yard Drainage Improvements
\$491,910.00

ALDI Headquarters

Building D Addition
A.M. King Construction
1200 N. Kirk Rd.
Batavia, IL 60510
Demo, Sitework, Excavation and Underground Utility
\$1,265,000

ALDI Headquarters

BCI Parking Deck-
A.M King Construction
1200 N. Kirk Rd.
Batavia, IL 60510
Demo, Sitework, Excavation and Underground Utility
\$2,914,000

2024-2025 Projects Currently Under Contract- NOT COMPLETED

Illinois Tollway

Contract I-23-4895

Watermain Improvements

At LaGrange Road Mile Post 20.9

\$575,390

Client References

Iron Gate Motor Condos- Tom Burgess- 630-258-9279

DCS Midwest- Mark DiGanci- 847-885-5866

Leopardo Companies- Jeff Montanari- 331-210-1534

Village of Oakbrook Terrace- Craig Ward- Director of Public Works (630) 941-1651

Village of North Aurora- Brandon Tonarelli- Village Engineer (331) 385-6432

Bank References

US Bank

21 North Third Street

Geneva, IL 60134

(630) 232-7475

Trade References

Lafarge NA, Inc.- 847-514-0912

Welch Brothers, Inc.- 847-741-6134

Water Product Co.- 630-898-6100

Signature & Date: _____

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Fox Excavating
1305 S. River St.
Batavia, IL 60510

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 630/879-2674

To place an order:

Name: Michael Schuckert
Ph: 630/879-2674 Fax: 630/879-2025
E-mail: michael.schuckert@foxdig.com

Billing & Invoicing question:

Name: Michael Schuckert
Ph: _____ Fax: _____
E-mail: _____

Questions:

Name: Michael Schuckert
Ph: _____ Fax: _____
E-mail: _____

Bidder's Name: Fox Excavating Inc

Signature & Date:

B. L. T. 4/29/25

CITY OF AURORA, ILLINOIS

SUB-CONTRACTOR LIST

NONE

Fox Excavating
1305 S. River St.
Batavia, IL 60510

Company _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Company _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Company _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Company _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Bidder's Name:

Fox Excavating Inc

Signature & Date:

B. L. T. 4/29/25
Brandon Tapan

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this ____ day of _____, 2025 ("Effective Date"), for _____ is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ ("Bidder"), located at _____.

WHEREAS, the City issued an Invitation to Bid 25-152 _____; and

WHEREAS, the Bidder submitted a Bid Proposal in response to the BID and represents that it is ready, willing and able to perform the Services specified in the BID and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, _____, 2025, the City's awarded a contract to Bidder.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder's response to the BID, to the extent it is consistent with the terms of the BID, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.
Invitation to Bid 25-152

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** 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.

4. **Compensation.**

- a. **Maximum Price.** In accordance with the Bidder's Bid Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the BID proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (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.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME _____

(SEAL)

By _____
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Contractor _____ (SEAL)



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance 020-029 approved April 28, 2020.

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

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

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

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

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

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

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

**CITY OF AURORA, ILLINOIS
INVITATION TO BID 25-152**

Fox Valley Center Drive Water Main Replacement

SUBMITTAL CHECKLIST

In order to be considered responsive, Bidders must submit all of the following items in their **electronic bid proposal submission via the City's E Procurement System, OpenGov.**

Please include the following with your submission:

- Bid Deposit
 - **Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov.**
- Bidder's Certification
- Bidder's Tax Certification
- Apprenticeship and/or Training Program Certification
- IDOT Prequalification Certification
- References
- Contact Information
- Sub-Contractors
- Agreement
- Local Vendor Preference Application (if applicable)



RETURN WITH BID

Route	Various
County	Kane
Local Agency	City of Aurora
Section	

WE Fox Excavating, Inc., 1305 S. River St., Batavia, IL 60510 as PRINCIPAL,
and Ohio Farmers Insurance Company as SURETY,

(Notary Public)

Bid Number 25-152

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/16/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1212962 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

presents make, constitute and appoint
WILLIAM H. HAYES, HOWARD A. WEISS, JOEL C. EDSON, VERONICA O'CONNOR, MAGGIE GRANHOLM, JOINTLY OR SEVERALLY

suretyship in any penal limit. - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

and on behalf of the Company subject to the following provisions:

notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

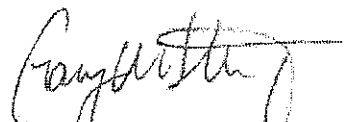
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **MAY** A.D., **2024**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **16th** day of **MAY** A.D., **2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **30th** day of **April** A.D., **2025**.



 **Secretary**
Frank A. Carrino, Secretary

BIDDER'S CERTIFICATION

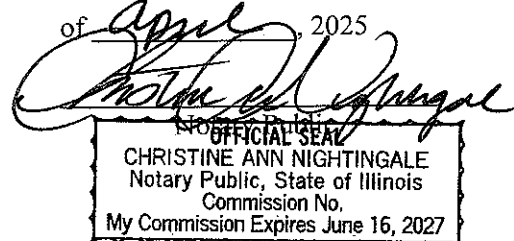
Return with Bid

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.
- ☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We 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 Fox Excavating Inc Fox Excavating
ADDRESS 1305 S. River St 1305 S. River St.
CITY/STATE/ZIP CODE Batavia, IL 60510 Batavia, IL 60510
NAME OF CORPORATE/COMPANY OFFICIAL Gary Martin
TITLE President PLEASE TYPE OR PRINT CLEARLY
AUTHORIZED OFFICIAL SIGNATURE [Signature]
DATE 4/29/25
TELEPHONE 630-879-2674

Subscribed and Sworn to
Before me this 29 day
of April, 2025



Return with Bid

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 29 day of April, 2025.

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

Gary Martin
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

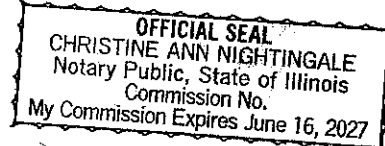
By [Signature]
Title Brandon J. [Signature]

Fox Excavating
1305 S. River St.
Batavia, IL 60510

Subscribed and sworn to before me this
29 day of April, 2025.

[Signature]
Notary Public

(SEAL)





Outlook

Active (Accepted)

From ipgsupport@starssmp.com <ipgsupport@starssmp.com>

Date Mon 4/14/2025 10:27 AM

To Brandon Jafari <Brandon@foxdig.com>

Dear fox excavating inc:

Your IPG vendor portal registration has been approved. The State of Illinois appreciates the opportunity to conduct business with a variety of vendors and suppliers.

Vendor Registration Number: IPG-0669016

Accepted Date: Apr 14, 2025

Registration Expiration Date: 04/15/2026

Business: fox excavating inc

Contact: Brandon Jafari

*** SAVE THIS EMAIL FOR FUTURE REFERENCE ***

YOU WILL NEED TO INCLUDE YOUR IPG VENDOR REGISTRATION NUMBER: IPG-0669016 WHEN SUBMITTING A BID TO STATE OF ILLINOIS.

Your IPG registration may be valid for one year unless the disclosed information changes. If any of the information that you disclosed changes after your registration was approved, please submit a new application with the updated information. If none of the information changes, then you do not need to do anything.

Prior to your registration expiring, you will receive an email notifying you that your registration will be expiring soon and that you should submit a new application.

Thank you for your interest in pursuing contract opportunities with the State of Illinois.

To register for the Illinois Procurement Bulletin and learn about the State's procurement opportunities, please visit <https://www2.illinois.gov/cpo/PathwayToProcurement/Pages/Final-Steps.aspx>.

If you have any questions, please email us at eec.ipg@illinois.gov

Sincerely,

State of Illinois Chief Procurement Office Illinois Procurement Gateway Vendor Portal

401 S Spring Street

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:

Fox Excavating
1305 S. River St
Batavia, IL 60510

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.

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

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

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Fox Excavating Inc

By: 

(Signature)

Address: 1305 S. River St.
Batavia, IL 60510

Title President

Fox Excavating
1305 S. River St.
Batavia, IL 60510

February 13, 2025

Fox Excavating, Inc.

1305 S River Street
Batavia, IL 60510-9648

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 Fox Excavating, Inc. is indeed signatory to the Fox Valley Laborers' Health & Welfare Fund and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprenticeship Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2024: 265

2023: 190

2022: 125

2021: 86

2020: 94

Regards,

John Retondo

John Retondo
Director of Apprenticeship

Labor Trustees

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

Executive Director

Keith Vitale

Management Trustees

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

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

LIUNA!
Feel the Power
42-L

Chicago
5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

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

April 12, 1999

Date

IL017990001

Registration No.



John V. L...

Administrator, Office of Apprenticeship



Apprenticeship**USA**

STANDARDS OF APPRENTICESHIP

Developed by

**LiUNA Chicagoland Laborers' District Council Training
& Apprentice Fund and Board of Trustees**

AND

**Construction and General Laborers' District
Council of Chicago and Vicinity, Laborers'
International Union of North America**

For the occupation of

Construction Craft Laborer

O*NET-SOC CODE: 47-2061.00

RAPIDS CODE: 0661HY

**REGISTERED AS PART OF THE NATIONAL APPRENTICESHIP PROGRAM IN ACCORDANCE WITH THE
BASIC STANDARDS OF APPRENTICESHIP ESTABLISHED BY THE SECRETARY OF LABOR**



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LEGEND



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FOREWORD

These LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America Standards of Apprenticeship have as their objective the training of **laborers** skilled in all phases of the industry. The Sponsor recognizes that in order to accomplish this, there must be well-developed On-the-Job Learning (OJL) combined with Related Instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

Geographic Area of Coverage

The Standards apply in the geographic areas of the State of Illinois, including Lake, McHenry, Kane, DuPage, Kendall, Cook, Will, Grundy and Boone counties.

Participation/Jurisdiction

These Standards apply to the signatory Employer and employee organizations, their members, to other Employers who subscribe to them in writing or are a party to the Collective Bargaining Agreement, and to all Apprenticeship Agreements resulting from these Standards of Apprenticeship (Standards).



SECTION I - PROGRAM ADMINISTRATION

Program Sponsors are responsible for the administration of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved. Sponsors will establish a Joint Apprenticeship Training Committee (JATC) to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship.

Responsibilities of the JATC

- A. Cooperate in the selection of Apprentices as outlined in this Apprenticeship Program (or Program).
- B. Ensure that all Apprentices are under written Apprenticeship Agreements.
- C. Review and recommend apprenticeship activities in accordance with this Program.
- D. Establish the minimum standards of education and experience required of Apprentices.
- E. Register the Standards with the Registration Agency.
- F. Arrange evaluations of Apprentices' progress in manipulative skills and technical knowledge.
- G. Maintain records of all Apprentices, showing their education, experience, and progress in learning the occupation.
- H. Certify to the Registration Agency that Apprentices have successfully completed their Apprenticeship Program.
- I. Notify, within 45 days, the Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions, and cancellations with explanation of causes.
- J. Supervise all the provisions of the Standards and be responsible, in general, for the successful operation of the Standards by performing the duties here listed. Cooperate with public and private agencies, which can be of assistance in obtaining publicity to develop public support of apprenticeship. Keep in contact with all parties concerned, including Apprentices, Employers, and Journeyworkers.
- K. Provide each Apprentice with a copy of these Standards, along with any applicable written rules and policies. Require the Apprentice to sign an acknowledgment receipt of same. Follow this procedure whenever revisions or modifications are made to the rules and policies.
- L. When notified that an Apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the Sponsor will determine whether the Apprentice should continue in a probationary status and may require the Apprentice to repeat a process or series of



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processes before advancing to the next wage classification. Should it be found in the course of this determination that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the Sponsor will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement, as provided in 29 CFR § 29.7(h)(1)(2)(i) and (ii).

- M. The Sponsor will provide each registered Apprentice with continuous employment, insofar as possible, sufficient to provide the opportunity for completion of his or her Apprenticeship Program. If the Sponsor is unable to fulfill its training and/or employment obligation in conformance with these Standards, the Sponsor will, per Section XXII of these Standards and with the Apprentice's consent, make a good-faith effort to facilitate a transfer of the Apprentice to another registered sponsor for completion of the apprenticeship.

If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional Apprentices are employed. The suspension and reinstatement of Apprentices shall be done in relation to retention of the most advanced Apprentice and in accordance with the company policy for breaks in seniority.

- N. Assess the current and prospective need for Apprentices and trainees in the area covered by the Program and adjust intake and recruiting efforts accordingly.
- O. Review qualifications and employ instructors and staff as needed.
- P. Coordinate the Training Program and Apprentice Program as appropriate for support in all aspects of program management. Cooperate with the National JATC in research and evaluation studies, report test results and participate in certification programs.
- Q. Hear and judge all complaints and/or violations of Apprenticeship Agreements, rendering decisions as required by majority vote and maintaining the written record of any such dispute. In its discretion, the JATC shall exercise its disciplinary authority to withhold periodic wage advancements or to cancel the Apprenticeship Agreement for causes such as unsatisfactory progress on the job or in related study, unwillingness/inability to learn, unreliability, lack of interest, insubordination, improper conduct, and drug and/or alcohol use at work or during related study. The Director of Apprenticeship has the authority to request an illegal substance or alcohol test. Allegations involving matters of Equal Employment Opportunity in apprenticeship shall be processed consistent with the requirements of the federal regulations 29 CFR 30.



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- R. Determine the quality and quantity of experience on the job which Apprentices should have and to make every effort toward their obtaining it.
- S. Advise Apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- T. Notify the appropriate Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of Apprenticeship Agreements.

Structure of the Joint Apprenticeship and Training Committee (JATC)

- A. Members of the JATC will be selected by the groups they represent.
- B. Membership will be composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s). The JATC shall be composed of 12 members, six appointed by the Construction and General Laborers' District Council of Chicago and Vicinity and six appointed by the Employer associations.
- C. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship and vocational schools - may be requested to advise the JATC.

Administrative Procedures

- A. The JATC will select a chairperson and a secretary, one representing Labor and the other representing Employers and will determine the time and place of regular meetings. Meetings will be held as frequently as needed to effectively manage the Program. Written minutes of the meetings will be kept. The Union and MARBA shall designate three Union and three Employer Trustees, respectively, to serve on the Joint Apprentice Subcommittee. The term of membership on the JATC shall be three years subject to the right of the appointing Associations and District Council to remove and appoint Trustees.
- B. The chairperson and secretary will have the power to vote on all questions affecting apprenticeship.
- C. The offices of chairperson and secretary should rotate among members of the JATC.
- D. The JATC shall meet quarterly or more often if necessary to conduct its business. Special meetings may be called by the Chair or by the Secretary. A quorum at any meeting shall consist of three members with at least one from the Union trustees and one from the Employers trustees. Each interest group shall always maintain the authority to cast an



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equal number of votes at JATC meetings. A record of the business conducted at each meeting shall be made.

- E. The JATC may delegate authority to the Executive Director of the Fund, Director of Apprenticeship and/or to the Coordinators of the Apprenticeship Program to carry out any of the responsibilities listed above in this Section I.

SECTION II - EQUAL OPPORTUNITY PLEDGE – 29 CFR §§ 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the Apprenticeship Program as required under 29 CFR § 30.



SECTION III - AFFIRMATIVE ACTION PLAN AND SELECTION PROCEDURES - 29 CFR §§ 29.5(b)(21), 30.4, and 30.5

Sponsors with five or more registered Apprentices are required to adopt an affirmative action plan (Appendix C) and selection procedures (Appendix D), which will become part of these Standards of apprenticeship. However, the Office of Apprenticeship encourages the development of these two plans for all programs regardless of Apprentice numbers. For programs with fewer than five Apprentices, these plans are not required, and the Sponsor may continue to select Apprentices in conformance with its current human resources and equal employment opportunity hiring policies.

SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP - 29 CFR § 29.5(b)(10)

Applicants will meet the following minimum qualifications:

A. Age

Applicants must be 18 years or age or older..

B. Education

Applicants must have a tenth grade education or higher or must have completed a General Educational Development (GED) program or other high school equivalency program. Applicants must provide an official transcript(s) for high school showing completion of tenth grade or higher or a GED certificate or other high school equivalency credential if applicable.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in Related Instruction.

E. Driver's License

Applicants must have a valid driver's license.



F. Substance Abuse Testing

Applicants will pass a screen for the current illegal use of drugs and alcohol on acceptance into the Program and prior to being employed.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

All applicants will be required to complete an application form and provide substantiating evidence for the above qualifications. (See Appendix D.)

SECTION V - APPRENTICESHIP AGREEMENT - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an Apprentice or enrollment in Related Instruction, the Apprentice will be covered by a written Apprenticeship Agreement (Appendix B) which can be submitted electronically through the RAPIDS, using the Apprentice Electronic Registration process. Such agreement will contain a statement making the terms and conditions of these Standards a part of the agreement as though expressly written therein. The Sponsor shall provide a copy of the Apprenticeship Agreement to the Apprentice, the Registration Agency, the Employer, and the Union. An additional copy will be provided to the veteran's state approving agency for those veteran Apprentices desiring access to any benefits to which they are entitled.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the Sponsor's written rules and policies, the Apprenticeship Agreement, and the sections of the Collective Bargaining Agreement (CBA) that pertain to apprenticeship.

The Registration Agency will be advised within 45 days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the Apprentice.

The Apprenticeship Agreement shall contain a provision making these Standards a part thereof including consent by the Apprentice to the authority of the Sponsor to transfer the Apprentice from one participating Employer to another for just cause. However, it is understood that an Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the Sponsor from the referring Employer to another Employer unless the referring Employer cannot provide continuous employment or adequate OJL or unless the Employer refuses to release the employee to attend Apprenticeship Program classes. Furthermore, Apprentices who have entered the Program directly as a result of a referral and offer of employment shall not change Employers in violation of the rules of Sponsor. The Agreement Form shall identify any credit granted for previous experience, if any, and the entrance wage rate for the Apprentice as a percentage of the Journeyworker wage. The Sponsor will promptly notify the



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Registration Agency of all cancellations or termination of agreements. The Apprentice shall be required to pay back a percentage of training costs if he/she leaves the Apprenticeship Program early to either accept a journeywork position or work in non-union jobs within the Laborers' work jurisdiction. Apprentices cannot be on Local Union Journeymen's Out of Work List until the completion of the Program.

If an Apprentice is temporarily released due to business conditions, he/she shall be given the opportunity to be reinstated before any additional Apprentice is employed by the same sponsoring Employer. The Sponsor may arrange for the transfer of the Apprenticeship Agreement to another Sponsor after receiving the consent of the Apprentice and the new Sponsor.

SECTION VI - SUPERVISION OF APPRENTICES AND RATIOS – 29 CFR § 29.5(b)(14) and 29 CFR § 29.5(b)(7)

No Apprentice shall work without proper or adequate supervision of a Journeyworker.

For the purpose of these Standards, adequate or proper supervision of the Apprentice means the Apprentice is under the supervision of a fully qualified Journeyworker or supervisor at all times who is responsible for making work assignments, providing OJL, and ensuring safety at the worksite.

To adequately or properly supervise an Apprentice does not mean the Apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the Apprentice is working on; is readily available to the Apprentice; and is making sure the Apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

The sponsor shall establish a numeric ratio of Apprentices to fully proficient workers (Journeyworkers) consistent with proper supervision, training, safety, continuity of employment, and applicable provisions in CBAs, except where such ratios are expressly prohibited by the CBAs.

The ratio language must be specific and clearly described as to its application to the jobsite, workforce, department, or plant. The ratio of Apprentices to fully proficient workers (Journeyworkers) will be as noted in Appendix A.

The Sponsor will be responsible for the training of the Apprentice on the job. Apprentices will be under the general supervision of the Sponsor and under the direct supervision of the Journeyworker to whom they are assigned. The Supervisor of Apprentice(s) designated by the Employer will be responsible for the Apprentice's work assignments and will ensure the Apprentice is working under the supervision of a skilled Journeyworker. The supervisor will also evaluate the Apprentice's work performance and will complete and submit progress reports to the Sponsor.

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers



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being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

Apprentices shall work under the supervision of competent and qualified Journeyworkers on the job. Instruction in safety and safe work practices should be a part of job instruction in addition to that included in related OSHA regulations and in special off-job courses.

SECTION VII - TERM OF APPRENTICESHIP -29 CFR § 29.5(b)(2)

The term of the occupation will be two (2) years with an (OJL) attainment of 2,400 hours supplemented by the required hours of Related Instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

The initial minimum requirement shall be 600 hours per six months, which amount may be met by up to 50 hours of added classroom instruction, where relevant work experience is unavailable and which amount may be reduced by the Joint Committee, if less than 90% of Apprentices are able to obtain 600 hours of OJL. In no case shall the on the job learning requirement be less than 500 hours per six months, regardless of work availability.

When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual Apprentices demonstrating exceptional skill and technical knowledge competencies in any module or major component of the work processes.

SECTION VIII - PROBATIONARY PERIOD - 29 CFR §§ 29.5(b)(8), and 29.5(b)(20)

Every applicant selected for apprenticeship will serve a probationary period. The probationary period cannot exceed 25 percent of the length of the Program or 1 year, whichever is shorter. The probationary period shall be 500 hours of OJL hours.

The first 500 hours of employment for all entering Apprentices, without respect to any advanced standing awarded, shall constitute a probationary period, which shall be a part of the term of apprenticeship.

During the probationary period, either the Apprentice or the Sponsor may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary Apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and Related Instruction, and any disciplinary action taken during the probationary period.



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Any probationary Apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the Program.

After the probationary period, the Apprenticeship Agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by the Sponsor for reasonable cause after documented due notice to the Apprentice and a reasonable opportunity for corrective action. In such cases, the Sponsor will provide written notice to the Apprentice and to the Registration Agency of the final action taken.

SECTION IX - HOURS OF WORK

Apprentices will generally work the same hours as fully proficient workers (Journeyworkers), except that no Apprentice will be allowed to work overtime if it interferes with attendance in Related Instruction classes.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until they have accrued the required number of hours of training.

Apprentices also shall be subject to the same overtime or travel requirements as Journeyworkers but not to the degree that either conflicts with required Related Instruction. Apprentices may be discharged by the Employer for cause, including irresponsible work habits such as absences, late arrival, early departures, which may also result in termination from the Program by the Sponsor.



SECTION X - APPRENTICE WAGE PROGRESSION – 29 CFR § 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill and competence on the job and in Related Instruction. Before an Apprentice is advanced to the next segment of training or to fully proficient or Journeyworker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJL and in Related Instruction courses. In determining whether satisfactory progress has been made, the Sponsor will be guided by the work experience and Related Instruction records and reports.

The progressive wage schedule and fringe benefits will be an increasing percentage of the fully proficient or Journeyworker wage rate as established in the CBA. The percentages that will be applied to the applicable fully proficient or Journeyworker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of Apprentices be less than that required by any minimum wage law that may be applicable.

SECTION XI - CREDIT FOR PREVIOUS EXPERIENCE – 29 CFR §§ 29.5(b)(12) and 30.4(c)(8)

The Sponsor may grant credit toward the term of apprenticeship to new Apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in these Standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the Sponsor must submit the request at the time of application and furnish such records and affidavits to substantiate the claim. An applicant who is a veteran and who wishes to receive consideration for military training and/or experience must submit a DD-214 form. Applicants requesting credit for previous experience who are selected into the Apprenticeship Program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the Sponsor during the probationary period, when actual on-the-job and Related Instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the Apprentice's previous work and training/education record and evaluation of the Apprentice's performance and demonstrated skill and knowledge during the probationary period.

An Apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the Apprentice is advanced.

The granting of advanced standing will be uniformly applied to all Apprentices. The Sponsor will be the sole judge of the amount of credit to be granted, if any. Credit awarded shall advance the Apprentice to the wage period such credit entitles the Apprentice.



SECTION XII - WORK EXPERIENCE - 29 CFR § 29.5(b)(3)

During the apprenticeship, the Apprentice will receive OJL and Related Instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled Journeyworker. The OJL will be under the direction and guidance of the Apprentice's supervisor.

The work of the Construction Craft Laborer occupation is diverse; therefore, care must be taken to ensure that the families of tasks and clusters of job skills are organized so that the Sponsor can track the experience and training being received by the Apprentice.

While modifications may be required from time to time to accommodate the type of construction work available in the area, Apprentices are encouraged to gain experience in all of the commonly accepted major industry divisions. The four industry divisions are: (a) environmental remediation, (b) building construction, (c) heavy/highway construction and (d) underground construction. It is to be noted that the skills used are not necessarily discrete to one grouping.

The Sponsor will identify those skill clusters most important to success at the Journeyworker level in the locality in which the Program operates. The Sponsor will plan rotation and off-site instruction to meet those particular requirements.

Participation by the Apprentice in off-job and skill center manipulative skill training is particularly relevant to rounding out the skills acquired as noted above. It is the only viable alternative in dangerous, hazardous work. Moreover, the time spent in this form of tutoring skills is almost totally 100% training time as contrasted with the reverse in normal work time with its focus on productive output. It is for this reason the Sponsor may give added value to the time spent in such controlled training environments when determining the completion of a major component of the work processes and group skill modules.



SECTION XIII - RELATED INSTRUCTION – 29 CFR § 29.5(b)(4)

Every Apprentice is required to participate in coursework related to the job as outlined in Appendix A. A minimum of 144 hours of Related Instruction is recommended for each year of the apprenticeship. Apprentices agree to take such courses as the Sponsor deems advisable. The Sponsor will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns, or areas having no vocational schools or other schools that can furnish Related Instruction, the Sponsor may require Apprentices to complete the Related Instruction requirement through Electronic Media or other instruction approved by the Registration Agency.

Each Apprentice may be paid a Trainee Allowance as determined by the Sponsor, while attending the required hours of related training.

The Sponsor will inform each Apprentice of the availability of college credit (if applicable).

Any Apprentice who is absent from Related Instruction will satisfactorily complete all coursework missed before being advanced to the next period of training. In cases of failure of an Apprentice to fulfill the obligations regarding Related Instruction without due cause, the Sponsor will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the Apprentice and opportunity for corrective action.

To the extent possible, Related Instruction will be closely correlated with the practical experience and training received on the job. The Sponsor will monitor and document the Apprentice's progress in Related Instruction classes.

The Sponsor will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. The Sponsor may require the instructors to attend instructor training to meet the requirements of 29 CFR § 29.5(b)(4)(i)(ii) or state regulations.

Related Instruction provided by the Sponsor is identified in Appendix B.

SECTION XIV - SAFETY AND HEALTH TRAINING – 29 CFR § 29.5(b)(9)

All Apprentices will receive instruction in safe and healthful work practices both on the job and in Related Instruction that are in compliance with the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, or state standards that have been found to be at least as effective as the federal standards.

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.



SECTION XV - MAINTENANCE OF RECORDS – 29 CFR §§ 29.5(b)(6), 29.5(b)(23), and 30.8

Program Sponsors are responsible for maintaining, at a minimum, the following records:

- summary of the qualifications of each applicant;
- basis for evaluation and for selection or rejection of each applicant;
- records pertaining to the applicant's qualifications;
- the original application;
- records of each Apprentice's OJL;
- Related Instruction reviews and evaluations;
- progress evaluations;
- record of job assignments, promotions, demotions, layoffs, or terminations, rates of pay; and
- any other actions pertaining to the apprenticeship

Program Sponsors will also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the Sponsor's outreach, recruitment, and selection process. Such records will clearly identify minority and female (minority and nonminority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant. For a complete list of records that each sponsor is required to maintain under 29 CFR § 30, please refer to 29 CFR § 30.8. Sponsoring Employers must maintain records of applicants and apprentices as required by law.

All such records are the property of the Sponsor and will be maintained for a period of 5 years from the date of last action. They will be made available to the Registration Agency upon request.

The Sponsor will maintain for a period of five (5) years from the date of last action, all records relating to Apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

Apprentice Work Records: The Apprentice will maintain a work record showing the amount and type of work being performed classified in accordance with the designations of the work processes as shown in Appendix A. Work record forms will be provided to each apprentice. Work records are to be submitted to the Committee at one month intervals to be recorded in the apprentices' master record. Work records together with off-site instruction and training reports will be used by the JATC in determining advancements, completions, and reassignment needs.



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Committee Records: The JATC shall maintain descriptive records on all equal employment opportunity and affirmative action matters. These include documentation of outreach efforts, application notices, applications and their disposition, and actions taken.

The JATC shall also maintain records of disciplinary or adverse actions, hearings and decisions made, involuntary actions relative to the Program, enrolled Apprentices, participating employers, Registration Agency, or any legal proceedings involving the Committee.

The Apprentice will authorize an effective release of their completed Related Instruction records from the local school authorities to the JATC. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the JATC. This record will be included in each apprentice's record file maintained by the JATC.

Before each period of advancement, or at any other time when conditions warrant, the JATC will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the JATC may determine whether the Apprentice will continue in a probationary status, or require the Apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC will initiate a performance improvement plan with the apprentice.

Should it be found that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the JATC will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.



SECTION XVI - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - 29 CFR § 29.5(b)(15), and Circular 2015-02

Upon satisfactory completion of the requirements of the Apprenticeship Program as established in these Standards, the Sponsor will so certify to the Registration Agency and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests may be completed electronically using the supplied U. S. Department of Labor, ETA, Office of Apprenticeship, Application for Certification of Completion of Apprenticeship Form in (Appendix B), accompanied by the appropriate documentation for both OJL and the Related Instruction as may be required by the Registration Agency.

SECTION XVII - NOTICE TO REGISTRATION AGENCY - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(19)

The Registration Agency must be notified within 45 days of any Apprentice action - e.g., registered, reinstated, extended, modified, granted credit, completed, transferred, suspended, canceled - and a statement of the reasons therefor.

SECTION XVIII - REGISTRATION, CANCELLATION, AND DEREGISTRATION - 29 CFR §§ 29.5(b)(18), 29.8(a)(2), and 29.8(b)(8)

These Standards will, upon adoption by the Sponsor, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

The Sponsor reserves the right to discontinue at any time the Apprenticeship Program set forth herein. The Sponsor will notify the Registration Agency within 45 days in writing of any decision to cancel the Program.

The Registration Agency may initiate deregistration of these Standards for failure of the Sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

The Sponsor will notify each Apprentice of the cancellation of the Program and the effect of same. If the Apprenticeship Program is cancelled at the Sponsor's request, the Sponsor will notify the apprentice(s) within 15 days of the date of the Registration Agency's acknowledgment of the Sponsor's request. If the Registration Agency orders the deregistration of the Apprenticeship Program, the Sponsor will notify the apprentice(s) within 15 days of the effective date of the order. This notification will conform to the requirements of 29 CFR § 29.8.



SECTION XIX - AMENDMENTS AND MODIFICATIONS - 29 CFR § 29.5(b)(18)

These Standards may be amended or modified at any time by the Sponsor provided that no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each Apprentice to whom the amendment or modification applies.

SECTION XX - ADJUSTING DIFFERENCES; COMPLAINT PROCEDURE - 29 CFR §§ 29.5(b)(22), 29.7(k), and 30.11

The Sponsor will have full authority to enforce these Standards. Its decision will be final and binding on the Employer, the Sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an Apprentice believes an issue exists that adversely affects his/her participation in the Apprenticeship Program or violates the provisions of the Apprenticeship Agreement or Standards, the applicant or Apprentice may seek relief through one or more of the following avenues, based on the nature of the issue:

29 CFR § 29.7(k)

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable grievance and arbitration procedures contained in the CBA.

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement or Standards for which written notification is received within 15 days of the alleged violations. The Sponsor will make such rulings, as it deems necessary, in each individual case within 30 days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process, and dispose of complaints is: The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund located at 1200 Old Gary Ave. Carol Stream, Illinois, 60188.



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Discrimination Complaints

(29 CFR Part 30)

Any Apprentice or applicant for apprenticeship who believes that he/she has been discriminated against based on race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may personally or through an authorized representative, file a written complaint with the Registration Agency with whom the Apprenticeship Program is registered or EEOC.

Registration agency is the US/DOL/OA, Jose Velazquez, Deputy Administrator, Frances Perkins Building, 200 Constitution Avenue, NW, Washington, DC 20210. E-mail: Velazquez.jose.a@dol.gov Office phone number: 202.693.2909.

Generally, a complaint must be filed within 300 days of the alleged discrimination or specified failure to follow the equal opportunity standards. However, for good cause shown, the Registration Agency may extend the filing time. The time period for filing is for the administrative convenience of the Registration Agency and does not create a defense for the respondent.

Each complaint must be made in writing and must contain the following information:

- i The complainant's name, address and telephone number, or other means for contacting the complainant;
- ii The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination)
- iii A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why complainant believes the actions were discriminatory.
- iv The complainant's signature or the signature of the complainant's authorized representative.

Complaints of discrimination in the Apprenticeship Program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The JATC will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

On any dispute or complaint appealed to the registration agency, the Committee's further action will conform to the procedures published by that agency.

Neither the JATC; the JATC's sponsoring Employer and union organizations; nor their officers, members, employees, or agents; shall be liable financially or otherwise for actions taken by the JATC, or the consequences of such actions, with respect to:



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1. Withholding apprenticeship from any individual because of the individual's lack of qualifications, or because of the unavailability of employment or training opportunities; or
2. Cancellation of the Apprenticeship Agreement for cause; or
3. Non-referral of Apprentices to an Employer that fails to comply with the requirements of these Standards or the JATC, and/or removal of currently-employed Apprentices from such Employer; or
4. Inability of the JATC to provide employment opportunities and OJL; or
5. Failure of an Employer or an Apprentice to comply with legal requirements such as workers compensation, safety and health regulations, regulations relating to the employment of legal minors, or other federal, state or local mandates.

SECTION XXI - COLLECTIVE BARGAINING AGREEMENTS - 29 CFR § 29.11

Nothing in this part or in any Apprenticeship Agreement will operate to invalidate:

- (a) Any apprenticeship provision in any CBA between Employers and employees establishing higher apprenticeship standards; or
- (b) Any special provision for veterans, minority persons, or women in the standards, Apprentice qualifications or operation of the Program, or in the Apprenticeship Agreement, which is not otherwise prohibited by law, executive order, or authorized regulation.

SECTION XXII - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION - 29 CFR § 29.5(13)

The Transfer of an Apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors and must comply with the following requirements:

- i. The transferring Apprentice must be provided a transcript of Related Instruction and OJL by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new Apprenticeship Agreement must be executed when the Transfer occurs between the program sponsors.

The Apprentice must receive credit from the new sponsor for the training already satisfactorily completed.



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It is the responsibility of the JATC to provide, insofar as possible, reasonably continuous employment for all Apprentices in the Program. Where the business of a participating Employer is not able to sustain reasonably continuous employment for the assigned apprentices, the JATC will attempt to arrange Transfer of apprentices to another participating Employer. An Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the JATC from the referring Employer to another unless the referring Employer cannot provide continuous employment. If an Apprentice is laid off by a referring Employer, the Apprentice may accept employment from another Employer. If, however, after layoff an Apprentice accepts re-employment with the referring Employer, the Apprentice may not transfer to another Employer without permission of the JATC. Furthermore, if the nature of the participating Employer's business does not offer the diversity of work experience in the various processes of the trade or adequate OJL, the Committee may transfer apprentices to another participating Employer. Where there is an allegation of inadequate OJL, the JATC will provide the Employer with notice of any deficiencies and will provide the Employer a reasonable opportunity to correct deficiencies. The JATC shall determine whether there are deficiencies and the reasonableness of the Employer's action in correcting deficiencies. The Apprentice must receive credit from the new Employer for the training already satisfactorily completed. If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional apprentices are employed.

An Employer that obtains the services of an Apprentice by a direct referral shall release the employee to attend Apprenticeship Program Classes and shall continue to employ the Apprentice as long as there is sufficient work, and as long as the Employer has the resources to provide OJL, provided the Apprentice has not given cause for termination. An Employer who violates this rule may be excluded by the JATC from using apprentices in the future. Notwithstanding the foregoing, the referring Employer may reject an applicant without cause only during the first thirty (30) days of the applicant's employment. However, an Employer shall not be required to continue to employ Apprentices whose attendance, cooperation or other work habits are cause for discharge, but shall not be permitted to reject an applicant based solely upon the applicant's lack of training or experience. Employers shall not employ an Apprentice who is required to remain in the employment of a referring Employer.

SECTION XXIII - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the Sponsor, agree to all the terms and conditions contained herein and agree to abide by the Sponsor's rules and policies, including any



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amendments, and to serve such time, perform such manual training, and study such subjects as the Sponsor may deem necessary to become a skilled Journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the Apprenticeship Program:

- A. Maintain and make available such records of work experience and training received on the job and in Related Instruction as may be required by the Sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the Employer to whom the Apprentice is assigned for the duration of the apprenticeship, unless the Apprentice is reassigned to another Employer or the Apprenticeship Agreement is terminated by the Sponsor.

Apprentice Responsibilities: The Committee shall impress upon each entering Apprentice that in signing the Apprenticeship Agreement, he or she voluntarily agrees to abide by the provisions of the Standards. The major responsibilities and obligations of the Apprentice follow:



- (1) Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the Employer.
- (2) Respect the property of the Employer and abide by the working rules and regulations of the Employer and the Committee.
- (3) Get along with other apprentices and Journeyworkers and carry out the instruction given by supervisors.
- (4) Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the Standards.
- (5) Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the Apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

SECTION XXIV - TECHNICAL ASSISTANCE

Technical assistance, such as that from the U.S. Department of Labor's Office of Apprenticeship and vocational schools, may be requested to advise the Sponsor.

The Sponsor is encouraged to invite representatives from industry, education, business, private organizations, and public agencies to provide consultation and advice for the successful operation of its training program.

SECTION XXV - CONFORMANCE WITH FEDERAL LAWS AND REGULATIONS

No Section of these Standards of Apprenticeship shall be construed as permitting violation of any Federal Law or Regulation.



SECTION XXVI - DEFINITIONS

APPRENTICE: Any individual employed by the Employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the Sponsor providing for training and Related Instruction under these Standards and who registers with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): An electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their Apprenticeship Program data.

APPRENTICESHIP AGREEMENT: The written agreement between the Apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

APPRENTICESHIP COMMITTEE (COMMITTEE): Those persons designated by the Sponsor to act as agents for the Sponsor in the administration of the program. A joint committee is composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The credential issued by the Registration Agency to those registered Apprentices certified and documented as having successfully completed the Apprentice training requirements outlined in these Standards of Apprenticeship.

COLLECTIVE BARGAINING AGREEMENT: The negotiated agreement between the signatory Union and signatory Employer(s) that sets forth the terms and conditions of employment.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content. Includes, but is not limited to, electronic storage media, transmission media, the Internet, extranets, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Any person, business, organization or company signatory to this Sponsor's Standards employing an Apprentice (whether or not such an entity is a party to an Apprenticeship Agreement with the Apprentice) that is responsible for providing hours of work, supervision, wages, and/or benefits to apprentices in its employ as registered under these Standards.

HYBRID OCCUPATION (HY): An occupation using an apprenticeship approach that measures the individual apprentice's skill acquisition through a combination of a specified minimum number of hours of OJL and the successful demonstration of competency as described in a work process schedule.

JOURNEYWORKER: A worker who has attained a level of skills, abilities, and competencies recognized within an industry as mastery of the skills and competencies required for the occupation. The term may also refer to a mentor, technician, specialist, or other skilled worker who



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has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code.

ON-THE-JOB LEARNING (OJL): Tasks learned on-the-job in which the Apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): A federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY: The U.S. Department of Labor's Office of Apprenticeship that has responsibility for registering apprenticeship programs and apprentices, providing technical assistance, conducting reviews for compliance with 29 CFR §§ 29 and 30, and conducting quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the Apprentice with knowledge of the theoretical and technical subjects related to the Apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, Electronic Media, or other forms of self-study approved by the Registration Agency.

SPONSOR OR PROGRAM SPONSOR: Any person, association, committee, or organization that operates an apprenticeship program and in whose name the program is registered that assumes the full responsibility for administration and operation of the apprenticeship program. The Sponsor of this Apprenticeship Program is the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.

STANDARDS OF APPRENTICESHIP (STANDARDS): This entire document, including all appendices and attachments hereto, and any future modifications and additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TRANSFER: A shift of apprenticeship registration from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors.

UNION: The signatory union and any of its affiliated local unions party to a labor agreement with the signatory employer(s). The Union is the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America





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SECTION XXVII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS AND ALL APPENDICES

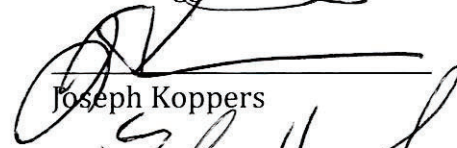
The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America hereby adopt these Standards of apprenticeship on this ~~4~~⁵ day of September, 2018 to be effective on and after January 1, 2019.

Illinois Road Builders Assn.
Lake County Contractors Assn.
Underground Contractors Assn.
MARBA

Construction and General Laborers'
District Council of Chicago and
Vicinity, Laborers Union International
of North America

Employer Trustees



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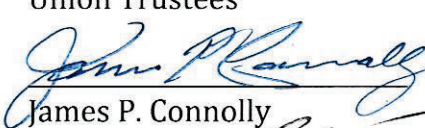

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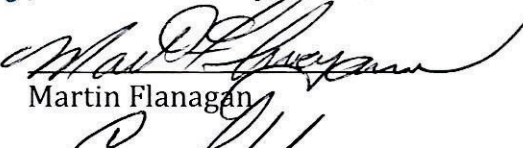

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William Vignocchi

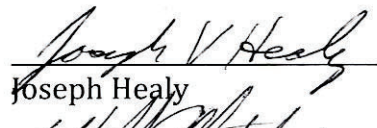

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James P. Connolly


Martin Flanagan

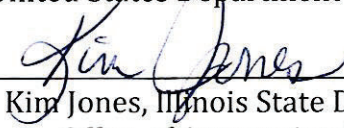

Charles LoVerde III


Joseph Healy


William Martin


Martin Dwyer

Officially registered as incorporating the Standards of the
Office of Apprenticeship
United States Department of Labor


Kim Jones, Illinois State Director
Office of Apprenticeship

April 12, 1999

Date of Registration

Revised: February 1, 2019

IL017990001

Registration Number





Appendix A

WORK PROCESS SCHEDULE AND RELATED INSTRUCTION OUTLINE



Appendix A

WORK PROCESS SCHEDULE Construction Craft Laborer O*NET-SOC CODE: 47-2061.00 RAPIDS CODE: 0661HY

This schedule is attached to and a part of these Standards for the above identified occupation.

1. TYPE OF OCCUPATION

The hybrid approach measures skill acquisition through a combination of specified minimum number of hours of on-the-job learning (OJL) and the successful demonstration of competency as described in a work process schedule.

2. TERM OF APPRENTICESHIP

The term of the occupation shall be minimum two (2) years with an OJL attainment of 2,400 hours supplemented by 360 hours of Related Instruction.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer Journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

4. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current Journeyworker wage rate. Journeyworker Scale is \$42.72 per hour plus benefits as of June 1, 2018.

The work and training schedule is as follows:

- 1st 6 months + 600 Hours OJL +120 Hours Related Instruction
- 2nd 6 months + 1200 Cumulative Hours OJL + 80 Hours Relation Instruction
- 3rd 6 months + 1800 Cumulative Hours OJL + 80 Hours Related Instruction
- 4th 6 months + 2400 Cumulative Hours OJL + 80 Hours Related Instruction



5. **WORK PROCESS SCHEDULE** (See attached Work Process Schedule)

The Sponsor may modify the work processes to meet local needs prior to submitting these Standards to the appropriate Registration Agency for approval.

6. **RELATED INSTRUCTION OUTLINE** (See attached Related Instruction Outline)



WORK PROCESS SCHEDULE
Construction Craft Laborer
O*NET-SOC CODE: RAPIDS CODE: 0661HY

Work Process Schedule for Construction Craft Laborer

The following list of general and specialty tasks represent skills required by a Construction Craft Laborer (CCL) in a high performance industry. In general, the skills represent competencies in managing and understanding resources, information, technology, systems, and interpersonal relations.

Where consistent with the available work, the following general skills should be mastered by all Construction Craft Laborers.

	APPROXIMATE HOURS
I. General Skills	600 - 1600 hours
A. Site/Project Preparation & Maintenance	200 - 600 hours
<ul style="list-style-type: none">• Transportation, erecting, dismantling and stockpiling of scaffolding and work platforms• Grading and compaction• Rigging & signaling for work traditionally performed by Construction Craft Laborers• Site preparation, clearing, clean-up and security	
B. Tools, Equipment and Materials	200 - 600 hours
<ul style="list-style-type: none">• Tool, equipment and material recognition and preparation• Hand, electric, gas, pneumatic and power tools• Tool/equipment use and maintenance• Tool, equipment and material storage and security	
C. Safety (continuous throughout all phases of on-the-job learning and related instruction)	200 - 400 hours
<ul style="list-style-type: none">• Confined space safety• Flagging, signing and traffic awareness• Hazard material recognition• Trenching and site excavation safety	



II.	Specific Skills	1400 – 2600 hours
------------	------------------------	-------------------

Where available and required for the job, we expect the Apprentice to gain experience in each of the following specific groups

A.	Building Construction	440 – 700 hours
-----------	------------------------------	-----------------

Concrete (placement and removal)
Landscaping
Mason/plasterer tending

B.	Heavy/Highway Construction	440 – 800 hours
-----------	-----------------------------------	-----------------

Concrete (placement and removal)
Asphalt (placement and removal)

C.	Underground Construction	440 – 800 hours
-----------	---------------------------------	-----------------

Pipe laying for work traditionally performed
By Construction Craft laborers
Tunnel and Shaft
Drilling and blasting
Concrete (placement and removal)
Utility work

D.	Environmental	80 – 100 hours
-----------	----------------------	----------------

Rules and regulations (lead, asbestos and hazardous waste)
Hazard awareness (lead, asbestos and hazardous waste)
Personal protective equipment
EPA, Illinois regulations

Total Hours	2000 – 4000 hours
--------------------	-------------------

2400
TOTAL MINIMUM HOURS



RELATED INSTRUCTION OUTLINE
Occupation Title
O*NET-SOC CODE: RAPIDS CODE: 0661 HY

Related instruction - This instruction shall include, but not be limited to:

Related Education Schedule

Approximate Hours

FIRST YEAR APPRENTICE RELATED TRAINING SCHEDULE

First Week of Training:

Apprentice Program Benefits Orientation	2 Hours
Apprentice and Union Orientation	4 Hours
Back Safety	4 Hours
Hazard Communication Training	2 Hours
First Aid/CPR/AED	6 Hours
Employability Skills	4 Hours
Construction Math	8 Hours
Work Zone Safety/Flagger Certification	10 Hours

Total

40 Hours

The remaining 320 hours of additional required Apprentice Related Training, of which, 200 hours are mandatory during the first year of the Program and the outstanding 160 hours to be completed during the second year of the Program, will consist of the following courses:

Scaffold Builder	40 Hours
Concrete	40 Hours
30 Hour OSHA	40 Hours
Mason Tending	40 Hours
Pipelaying	40 Hours
Environmental Awareness	40 Hours
Blueprint Reading	40 Hours
Burning	16 Hours
Pneumatic Tools	32 Hours

Total

320 Hours

Total Training Hours 360 Hours

Appendix B

CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM APPRENTICESHIP AGREEMENT



CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM

APPRENTICESHIP AGREEMENT

UNION OBLIGATIONS OF THE APPRENTICE

Participation in the apprentice program is contingent upon the apprentice meeting obligations to the Local Union to which he/she is assigned. Any apprentice not in good standing with the Local Union to which they were assigned, is not eligible for employment or to attend off-the-job related instruction or training.

OFF THE JOB RELATED INSTRUCTION AND TRAINING

All scheduled training classes will be conducted at the LiUNA Chicagoland Laborers' District Council Training and Apprentice Fund (or "Fund") in either the Carol Stream or the City of Chicago Training Facility, Monday through Friday, 7 am to 3:30 pm. It is the responsibility of the apprentice to verify which location each class will be taught.

ATTENDANCE

Apprentices must attend all off-the-job instruction and training as assigned and scheduled **whether they are working or not**. Appropriate notice will be given by mail to the apprentice of scheduled training dates. The apprentice **must confirm training dates with the training office and give their employer notice of the training dates as soon as possible**.

Apprentices must be on time for training classes and must be appropriately dressed. Appropriate work clothing includes work pants (no shorts), shirts with sleeves (long or short) and safety-toe boots. Apprentices should also dress appropriately for the weather conditions (hot, cold, etc.). Training will be conducted indoors and outdoors. Once hard hats, gloves and safety glasses are assigned to the apprentice they are responsible for bringing them to class each day.



VIOLATION ASSESSMENTS

An apprentice shall be considered **late** for training classes if the apprentice arrives 1–10 minutes past the starting time of the scheduled class.

An apprentice shall be considered **tardy** for training classes if the apprentice arrives 11-60 minutes past the starting time of the scheduled class.

An apprentice shall be considered **absent-unexcused** for training classes if the apprentice arrives more than 60 minutes past the starting time of the scheduled class; or does not attend a day of scheduled training; or leaves class without authorization.

An apprentice shall be considered **absent-excused** if the apprentice's absence from scheduled class is for personal medical reasons, a death in the immediate family, a court appearance or because of military obligations. **Written documentation substantiating the reason for the absence must be submitted to the Joint Apprenticeship and Training Committee (JATC) within one week of the absence.**

Any missed training will require the apprentice to promptly make up the time missed or repeat the entire class at the discretion of the Apprenticeship Directorship or Apprentice Coordinator. Certificates, training stipends and wage increases cannot be awarded until the apprentice completes the required training.

ASSESSMENT OF POINTS FOR RULE VIOLATIONS

<u>POINTS</u>	<u>VIOLATION</u>
1	Late hour reports (received after the 10 th of the month)
5	Late for scheduled class
10	Tardy for scheduled class
15	Absent-unexcused for scheduled class
10	Violation of JATC rule
10	Violation of CLTAF rule.

An apprentice will be placed on probation if 20 or more points are accumulated during a period of apprenticeship. An apprentice will be terminated from the apprenticeship program if 31 or more points are accumulated during a period of apprenticeship.

The first 500 hours of employment for all entering apprentices shall constitute a probationary period, which shall be a part of the term of apprenticeship. During the probationary period the Apprenticeship Agreement may be terminated by the JATC or apprentice without stating a cause or hearing. After the probationary period, the agreement may be cancelled with good cause by the JATC.



PERIODS OF APPRENTICESHIP

An apprentice begins their two year term as an apprentice at 60% of Journeyworker wages.

They are required to complete 40 hours of initial training and:

In order to advance to the next level, first year, second 6 months (70%) the apprentice needs to have completed:

- 600 hours of on-the-job learning (OJL)
- 6 months from their acceptance date into the program
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to advance to the second year, first 6 months (80%) the apprentice needs to have completed:

- A total of 1200 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to advance to the second year, second 6 months (90%) the apprentice needs to have completed:

- A total of 1800 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to complete the apprentice program and advance to 100% Journeyworker rate, the apprentice needs to have completed:

- A total of 2400 hours (cumulative) OJL
- 6 months from their last level increase
- And their last 80 hours of instruction
- And must attend one Union meeting per quarter
- Introduction to Labor History I
- Introduction to Labor History II



RESPONSIBILITIES OF AN APPRENTICE

Apprentices, having read these standards formulated by the sponsor, agree to all the terms and conditions contained herein and agree to abide by the sponsor's rules and policies, including any amendments, and to serve such time, perform such manual training, and study such subjects as the sponsor may deem necessary to become a skilled journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Maintain and make available such records of work experience and training received on the job and in related instruction as may be required by the sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the employer to whom the apprentice is assigned for the duration of the apprenticeship, unless the apprentice is reassigned to another employer or the Apprenticeship Agreement is terminated by the sponsor.
- D. Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the employer.
- E. Respect the property of the employer and abide by the working rules and regulations of the employer and the Committee.
- F. Get along with other apprentices and journeyworkers and carry out the instruction given by supervisors.
- G. Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the standards.
- H. Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

*Affirmative action statement, work process schedule statement, training allowance and apprentice related instructional hour statement can be referenced in the Apprenticeship Standards for LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.



MISCELLANEOUS RULES

Apprentices shall immediately notify the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund by mail, in person or by calling 1-630-653-0006 of any change in address or telephone number.

If an apprentice fails to notify the Fund of a change of address and, as a result, does not attend scheduled classes because of not receiving notification to attend, that apprentice's absence from those classes shall be considered absent-unexcused.

An apprentice may not quit a job with a contractor, nor change contractors without approval from the Directorship of Apprenticeship.

An apprentice may be discharged from employment because of unsatisfactory work, improper conduct, indifference to rules and regulations or insubordination. During the apprentice's probationary period, such discharge will automatically result in termination from the apprentice program.

Apprentices laid off by their employer due to lack of work or reduction in workforce shall immediately notify the Director of Apprenticeship and their Local of such lay off.

Apprentices called back to work by the employer shall immediately notify the Apprentice Coordinator and their Local.

Apprentices shall complete monthly employment work reports and submit them by the 10th day of the following month to the Joint Apprenticeship Training Committee.

Apprentices must abide by all rules, regulations and conditions of application of the Fund.

Apprentices must abide by all requirements of the Apprenticeship Standards for Construction Craft Laborer (DOL #869-463-580).

Apprentices who fail to fulfill their mandatory quarterly union meeting attendance obligation will be assessed 10 violation points per quarter and will not receive any corresponding training stipends.



STATEMENT OF UNDERSTANDING

I have read these rules and been given an opportunity to ask questions regarding further classifications. I understand that a copy of these rules will be given to me and a signed copy placed in my apprenticeship file. I have received, understand and accept the rules, regulations and conditions of the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Apprenticeship Standards. I understand that violation of these rules, regulations, conditions or standards is just cause for me to be terminated from the apprenticeship program.

Date of Birth: _____ Social Security Number (optional) ____-____-____

Apprentice Signature: _____ Date _____

Program Sponsor Signature: _____ Date _____

Program Sponsor:

LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund
Paul Hoetzer
Director of Apprenticeship
1200 Old Gary Avenue
Carol Stream, Illinois 60188
630-653-0006 ext. 235
paul.hoetzer@chicagolaborers.org

Registration Agency:

United States Department of Labor Office of Apprenticeship
Marlene Budge
USDOL/OA/ATR
230 South Dearborn St.
Chicago, Illinois 60604
312-596-5504
budge.marlene@dol.gov



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Appendix C

AFFIRMATIVE ACTION PLAN

AFFIRMATIVE ACTION PLAN

ADOPTED BY

**LiUNA Chicagoland Laborers' District Council
Training & Apprenticeship Fund and Board of Trustees**

**Chicago District Council, Laborers International
Union of North America**

**AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30
AMENDED MAY 12, 1978**

**DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

SECTION I - INTRODUCTION

The JATC enters this Affirmative Action Plan (AAP) with good faith for the purpose of promoting equality of opportunity into its Registered Apprenticeship Program. The JATC seeks to increase the recruitment of qualified women and/or minorities for possible selection into the apprenticeship program in the event women and/or minorities are underutilized in the apprenticeship program. The JATC hereby adopts the following nondiscriminatory pledge and the AAP.

This AAP is a supplement to the Apprenticeship Standards. Any changes made by the JATC will become part of this written AAP, once approved by the Registration Agency.

SECTION II - EQUAL OPPORTUNITY PLEDGE

The JATC commits to the following Equal Opportunity Pledge:

LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1).

SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the JATC pledges to identify outreach efforts under Section IV which will be undertaken. The purpose of the analysis is to determine the minority and women's labor force in the JATC's labor market area. Once the labor force is determined, the JATC can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency. (See attached Affirmative Action Plan Workforce Analysis Worksheet.)

SECTION IV - OUTREACH AND POSITIVE RECRUITMENT

The JATC's AAP includes the following "checked" outreach and positive recruitment efforts that would reasonably be expected to increase minority and women's participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. **Once those efforts have been checked, the JATC will set forth the specific steps they intend to take under each identified effort.** The JATC will identify **a significant number of activities** in order to enable it to meet its obligation under Title 29, CFR part 30.4(c).

- A. X An announcement of specific apprenticeship openings must be disseminated thirty (30) days in advance of the earliest date for application at each interval to the following agencies/organizations:

- Registration Agency
- Women's Organizations/Centers
- Local Schools
- Employment Service Centers
- One Stop Centers
- Vocational Education Schools
- Other Organizations/Centers (which can effectively reach minorities and women)
- Newspapers (which are circulated in the minority community and among women)

The announcement will include the nature of the apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and the JATC's equal opportunity policy. The period for accepting applications as established by the JATC is: _____

- B. ☒ Participation in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service and other appropriate personnel with the apprenticeship program and current opportunities.
- C. ☐ Cooperation with school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into the apprenticeship program.
- D. ☒ Internal communication of the JATC's equal opportunity policy should be conducted in such a manner to foster understanding, acceptance, and support among the JATC's various officers, supervisors, employees, and members, and to encourage such persons to take the necessary action to aid in meeting its obligation under Title 29, CFR part 30.
- E. ☒ Engaging in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships; where appropriate and feasible, such programs will provide for pre-testing experience and training. In initiating and conducting these programs, the JATC may be required to work with other JATCs and appropriate community organizations. The JATC will also initiate programs to prepare women and encourage women to enter traditionally male programs.
- F. ☐ Encouraging the establishment and utilization of programs of pre-apprenticeship, preparatory trade training, or others designed to afford related work experience or prepare candidates for apprenticeship. The JATC will make appropriate provisions in its AAP to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.
- G. ☐ Utilizing journeyworkers to assist in the implementation of affirmative action in the apprenticeship program.
- H. ☒ Granting advance standing or credit on the basis of previously acquired experience, training, skills, or aptitude for all applicants equally.

- I. ☐ Other appropriate action to ensure that the recruitment, selection, employment, and training of apprentices during their apprenticeship will be without discrimination because of race, color, religion, national origin, or sex (e.g., general publication of apprenticeship opportunities and advantages in advertisements, industry reports, articles, etc., use of present minority and women apprentices and journeyworkers as recruiters; career counseling; development of reasonable procedures to ensure employment opportunity, including reporting systems, on-site reviews, briefing sessions).

The Sponsor shall:

- 1) Participate in workshops for school and employment service counselors.
- 2) Cooperate and counsel with secondary and vocational school administrators concerning needs of the industry and how transition of female and minority group students from school to apprenticeship can best be accomplished.
- 3) Disseminate information within the industry to acquaint all involved with the goals of the apprenticeship program and to effect cooperation.
- 4) Cooperate with concerned minority and female organizations. They shall disseminate information to the general public detailing procedures for applying for admission to apprenticeship and how to respond.
- 5) Run newspaper advertisements in major newspapers and minority newspapers in all areas of jurisdiction, bi-annually.
- 6) Attempt to secure on public service time on radio and/or TV commonly identified with the minority community.
- 7) Adopt other acts deemed necessary by the sponsor to accomplish the goals desired.

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

The JATC will make an annual review of its current AAP and its overall effectiveness and institute any revisions or modifications warranted. The review will analyze (independently and collectively) the affirmative action steps taken by the JATC for evaluating the positive impact, as well as the adverse impact in the areas of outreach and recruitment, selection, employment, and training. They will work diligently to identify the cause and affect that result from their affirmative action measures. The JATC will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activities. All changes to the AAP must be submitted to the Registration Agency for approval. The JATC will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented. The goals and timetables also will be reviewed periodically as determined by the Registration Agency and updated where necessary.

AFFIRMATIVE ACTION PLAN WORKFORCE ANALYSIS WORKSHEET

A. SPONSOR INFORMATION

Program Number:	IL017990001		
Name of Sponsor:	Chicagoland Laborers Training & Apprenticeship Fund		
Address:	1200 Old Gary Ave		
City/State/Zip Code:	Carol Stream, IL 60188		
Contact Person:	Paul Hoetzer		
Phone Number:	630-653-0006 Ext. 235	FAX Number:	630-653-2762
E-Mail Address:	paul.hoetzer@chicagolaborers.org		

B. OCCUPATIONAL INFORMATION

Occupational Title: *	Construction Craft Laborer		
RAPIDS Code:0661	O*NET/SOC Code: 47-2061.00		
Type of selection method used:	Employer Referral		
Labor Market Area description:	All 9 Counties in the Northeastern corner of Illinois		

C. LABOR MARKET AREA & OCCUPATIONAL PARTICIPATION DATA

C.1 Total Labor Force in Labor Market Area * 4,451,902			
Number of Women:	2,048,014	23 % of labor force	
Number of Minorities:	1,848,591	42 % of labor force	
C.2 Working Age Population in Labor Market Area *			
Number of Women:		% of labor force	
Number of Minorities:		% of labor force	
C.3 Apprentice Participation in Craft/Occupation in National Apprenticeship System **			
Number of Women:	31	16 % of apprentices	
Number of Minorities:	81	42 % of apprentices	
C.4 The General Availability of Minorities and Women with the Present or Potential Capacity for Apprenticeship in Program Sponsor's Labor Market Area. ***			
Number of Women:			
Number of Minorities:			

Resources for obtaining labor market information.

* http://www.census.gov/hhes/www/eeoindex/page_c.html

** RAPIDS Data available from Registration Agency.

*** Program Sponsors may use any reasonable method for determining the general availability of minorities and women with the present or potential capacity for apprenticeship, including relying on the data recorded in Section C.1 for "Total Labor Force", C.2 for "Working Age Population", and C.3 "Apprentice Participation in Particular Craft/Occupation" to propose the entries for "The General Availability of Minorities and Women."

D. SPONSOR'S WORKFORCE DATA

D.1	Total Number of Journey/Craft Workers Employed:	10,000	
	Number of Women:		% of work force
	Number of Minorities:		% of work force
D.2	Total Percentage of Apprentices or of Applicant Pool (depending on selection method used)		
	Numerical percentage of Women apprentices or women in applicant pool:		%
	Numerical percentage of Minority apprentices or minorities in applicant pool:		%

E. ADDITIONAL RESOURCE DATA FOR CONSIDERATION IN ESTABLISHING GOALS

	Industry Source Data	Minority rate of participation	Female rate of participation
E.1	Registered Apprenticeship Partners Information Data System (RAPIDS): *		
E.2	EEOC Occupational Employment Data: **		

* Data available from Registration Agency

** <http://www.eeoc.gov/stats/jobpat/jobpat.html>

F. DETERMINATION OF UTILIZATION

Analysis	Yes	No
Minority Underutilization:		
Female Underutilization:		

G. SPONSOR'S GOALS:

The program sponsor proposes and agrees to make a good faith effort to attain the goal of selecting 31 % minorities and 24% women during the next EEO Review cycle. These goals will not be used to discriminate against any qualified applicant on the basis of race, color, religion, national origin or sex.

The number of new apprentices to be hired during the next year (or selection period) is estimated to be: 60

Appendix D

QUALIFICATIONS AND SELECTION PROCEDURES

QUALIFICATIONS AND SELECTION PROCEDURES

ADOPTED BY

**LiUNA Chicagoland Laborers' District Council
Training & Apprentice Fund and Board of Trustees**

**Chicago District Council, Laborers International
Union of North America**

DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP

The certification of this selection procedure is not a determination that, when implemented, it meets the requirements of the Uniform Guidelines on Employee Selection Procedures (41 CFR, part 60-3) or 29 CFR part 30. Note that selection procedures may need to be modified to provide reasonable accommodations to qualified individuals with disabilities.

SECTION I. - MINIMUM QUALIFICATIONS

Applicants seeking acceptance into the Apprentice Program of the LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund (the "Fund") must meet the following minimum qualifications:

A. Age

Applicants must be 18 years of age or older.

B. Education

Applicants must have at least a tenth grade education or higher or a GED or other high school equivalency.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in related instruction.

E. Driver's License

Applicants must have a valid driver's license.

F. Substance Abuse Testing

Applicants must pass a substance abuse test to be accepted into the Program.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

SECTION II. - APPLICATION and SELECTION PROCEDURES

An employer must refer newly hired employees for selection into the Apprenticeship Program consistent with the Collective Bargaining Agreement. Any employees referred to the Apprenticeship Program must meet the minimum qualifications identified above.

An employer may refer more than one new employee to the Apprenticeship Program provided that they do not exceed the specified ratio of six journeyworkers to one apprentice. The JATC may accept into the Program an individual who has been referred by an employer provided the employer has agreed to employ the individual and the employer further agrees to provide the on-the-job learning required by the Apprenticeship Program. An employee who is referred to the Apprenticeship Program and is accepted into the program must participate in an initial one-week safety training orientation at the first opportunity offered by the Apprenticeship Program. The offering of safety training orientation to new apprentices does not substitute for an employer's ordinary obligation to provide safe working conditions and appropriate direction to apprentices and journeyworkers in order to minimize the chance of injury.

Sponsoring employers must submit to the Fund the following documentation for all applicants prior to the date the applicant completes the Fund's application and submits to a substance abuse test:

1. Valid driver's license
2. Social Security card
3. Transcripts from high school showing completion of tenth grade or higher or, if applicable, other documentation demonstrating completion of a GED or other high school equivalency
4. Sponsorship letter from signatory employer

Applications will be accepted at locations within the jurisdiction of the Program as determined by the JATC. All applicants will be required to complete an application form. After completion of the application, the applicant will submit to a substance abuse test. After the applicant has taken the substance abuse test and completed the application and accompanying documentation, the Fund staff will review all the documentation and test results to determine whether the applicant satisfies the minimum qualifications set forth in Section I. Applicants who do not meet such qualifications or who cannot provide substantiating evidence for meeting such qualifications will be rejected from the Apprentice Program. A notice will be provided to the employer and the applicant if the applicant is rejected from the Program.

Applicants who are military veterans and who wish to receive credit for military training or experience must submit a form DD-214 to verify such military training and/or experience.

SECTION III. - NON-DISCRIMINATION POLICY, NON-HARASSMENT POLICY AND COMPLAINT PROCEDURES

A. Non-Discrimination Policy

The Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the

Apprenticeship Program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1). Any applicant or apprentice who feels the Fund discriminated against him or her may file a complaint under the procedures outlined below.

B. Non-Harassment Policy

The Fund will work to promote an environment in which all apprentices (1) feel safe, welcomed and treated fairly, (2) are not harassed because of their race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability and (3) are free from intimidation and retaliation. To that end, harassing conduct shall not be tolerated. Harassing conduct is unwelcome conduct that is based on race, color, religion, sex (including pregnancy and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment or apprenticeship, or 2) the conduct is severe or pervasive enough to create an environment that a reasonable person would consider intimidating, hostile, or abusive. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Any apprentice who is harassed, intimidated or retaliated against because of their protected status may file a complaint under the procedures outlined below.

C. Complaint Procedure

The Fund has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The Fund will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. An apprentice who feels harassed or intimidated or discriminated against based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability may initiate the complaint process by filing a complaint in writing with the Director of Apprenticeship. This complaint process is also available to any apprentice who feels he or she has been intimidated, threatened, coerced, retaliated against or discriminated against because he or she has (a) filed a complaint alleging a violation of Part 30 of Title 29, Subtitle A of the Federal Regulations ("Part 30"), (b) opposed a practice prohibited by the provisions of Part 30 or any other Federal or State equal opportunity law, (c) furnished information to, or assisted or participated in any manner, in any investigation, compliance review, proceeding, or hearing under Part 30 or any Federal or State equal opportunity law; or (d) otherwise exercised any rights and privileges under the provisions of Part 30. (The provisions of Part 30 shall be available upon request. Part 30 is the part of the Federal Regulations dealing with equal employment opportunity in Apprenticeship.)
2. No formal action will be taken against any person under this policy unless the Director of Apprenticeship has received a written and signed complaint containing sufficient details to determine if the policy may have been violated. If an instructor or other Fund staff becomes aware that harassment or discrimination is occurring,

either from personal observation or as a result of an apprentice's coming forward, the instructor should immediately report it to the Director of Apprenticeship.

3. Upon receiving a complaint or being advised by an instructor or other Fund staff that a violation of this policy may be occurring, the Director of Apprenticeship will notify the Fund and review the complaint with Fund counsel.
4. Within five working days of receiving the complaint, the Director of Apprenticeship will notify the person(s) charged [hereafter referred to as "respondent(s)"] of a complaint and initiate the investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
5. During the investigation, the Director of Apprenticeship, together with Fund counsel or other Fund employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Within 15 business days of the complaint being filed (or the matter being referred to the Director of Apprenticeship), the Director of Apprenticeship or other person conducting the investigation will conclude the investigation and submit a written report of his or her findings to the Executive Director.
7. If it is determined that harassment or discrimination in violation of this policy has occurred, the Executive Director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors: a) the severity, frequency and pervasiveness of the conduct; b) prior complaints made by the complainant; c) prior complaints made against the respondent; and d) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).
8. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the Director of Apprenticeship may recommend appropriate preventive action.
9. Within five days after the investigation is concluded, the Director of Apprenticeship will meet with the complainant and the respondent separately, notify them of the findings of the investigation, and inform them of the action being recommended.
10. The complainant and the respondent may submit statements to the Director of Apprenticeship challenging the factual basis of the findings. Any such statement must be submitted no later than five working days after the meeting with the Director of Apprenticeship in which the findings of the investigation are discussed.
11. Within 10 days from the date the Director of Apprenticeship meets with the complainant and respondent, the Executive Director will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Director of Apprenticeship and/or other Fund staff as may be appropriate, and decide what action, if any, will be taken. The Director of Apprenticeship will report the Executive Director's decision to the complainant, the respondent and the instructors of the complainant and respondent. The Executive Director's decision will be in writing and will include findings of fact and a

statement for or against disciplinary action. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

D. Alternative legal remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts, including the Office of Apprenticeship of the DOL as described below.

E. Right to Equal Opportunity

It is against the law for a sponsor of an Apprenticeship Program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If applicant or apprentice thinks that he or she has been subjected to discrimination, he or she may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with the US Department of Labor Office of Apprenticeship.

By Mail:

U.S. Department of Labor Office of Apprenticeship 200 Constitution Ave., NW Washington, DC 20210

Att'n: Apprenticeship EEO Complaints

Or

Scan it and email it to ApprenticeshipEEOcomplaints@dol.gov.

Complainants may also contact the following individual:

Dean Guido

Acting State Director

USDOL/ETA/OA

230 South Dearborn Street, Rm. 656

Chicago, IL 60604

Telephone: 312-596-5500

FAX: 312-596-5501

E-Mail: Guido.Dean@dol.gov

Complainants may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below.

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government

section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Each complaint filed must be made in writing and include the following information:

1. Complainant's name, address and telephone number, or other means for contacting the complainant;
2. The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination);
3. A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of his/her race, color, religion, sex, sexual orientation, national origin, age (40 or older), genetic information, or disability);
4. The complainant's signature or the signature of the complainant's authorized representative.

Who may file a complaint: Any individual who believes that he or she has been or is being discriminated against on the basis of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may, personally or through an authorized representative, file a written complaint as described above.

SECTION IV. - MAINTENANCE OF RECORDS

The JATC will keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the original application for each applicant, information relative to the operation of the Apprenticeship Program, including, but not limited to, job assignment, promotion, demotion, layoff, or termination, rates of pay or other forms of compensation or conditions of work, hours including hours of work and, separately, hours of training provided, and any other records pertinent to a determination of compliance with the regulations at Title 29, CFR part 30, as may be required by the U.S. Department of Labor. Sponsoring employers shall maintain employment-related records of applicants and apprentices as required by law. The records pertaining to individual applicants, selected or rejected, will be maintained by the JATC in such manner as to permit the identification of minority and women (minority and non-minority) participants.

Each JATC must retain a statement of its AAP for the prompt achievement of full and equal opportunity in apprenticeship, including all data and analysis made pursuant to the requirements of Title 29, CFR part 30.4. Each JATC also must maintain evidence that its qualification standards have been validated in accordance with the requirements set forth in Title 29, CFR part 30.5(b).

Records related to each applicant and apprentice will be maintained for five (5) years from the date

of last action and made available upon request to the U.S. Department of Labor or other authorized representative.

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

February 17, 2025

Fox Excavating, Inc.
1305 South River Street
Batavia, IL 60510

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

Dear Sir or Madam:

At the request of Fox 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, Fox 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

Colleen Lox

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*

*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.
LC008780173



Walter J. Dolio
Secretary of Labor
Al 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
Winnington, 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.
IC012020003



Walter J. Davis
Secretary of Labor
Ad V Hall
Administrator, Office of Apprenticeship



FOX EXCAVATING, INC.

Est. 1992

1305 S. River Street, Batavia, IL 60510-9648
Phone: (630) 879-2674 • Fax: (630) 879-2025

February 13, 2025

Operating Engineers Local 150
19800 W. South Arsenal Road
Wilmington, IL 60481
815-722-3201

To whom it may concern,

Could you please email me back a PDF on your company letter head indicating that Fox Excavating, Inc. is affiliated with the Local 150 apprenticeship or training program certification. This is a prequalification requirement to bid on an upcoming project.

Let me know if you have any questions or concerns.

Thank you,

Michael Schuckert | Sr. Project Manager/Estimator

MichaelSchuckert@foxdig.com

(630) 425-3003 Direct



**Illinois Department
of Transportation**

Certificate of Eligibility

Fox Excavating, Inc.

Contractor No 566C

1305 South River Street BATAVIA, IL 60510

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

\$1,500,000.00

001	EARTHWORK	\$1,500,000
012	DRAINAGE	\$1,500,000
034	DEMOLITION	\$950,000

**Fox Excavating
1305 S. River St.
Batavia, IL 60510**

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/2/2025 TO 2/28/2026 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 4/2/2025.

Justin Mann
Engineer of Construction

Governor
JB Pritzker



Director
James L. Bennet

State of Illinois Eligible Bidder / Public Contractor

FOX EXCAVATING INC.

1305 S. River Street

Batavia, IL, 60510

IDHR Eligibility Number: 134831-00

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

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



Form Number:

PC1

Start Date

02/15/2022

Expiration Date

02/14/2027

Illinois Department of Human Rights

100 W. Randolph St., Suite 10-100

Chicago, IL, 60601

CITY OF AURORA, ILLINOIS

Fox Excavating
1305 S. River
Batavia, IL 60015

REFERENCES

Please See Attached

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Bidder's Name: _____

Fox Excavating, Inc
Completed/Current Projects
References

2022

Fox Excavating
1305 S. River St.
Batavia, IL 60510

City of Elgin

2021 Water Main Improvements
Various Locations
Site Utilities- 1100 L.F. New Water Main
\$527,400.00

Culver's Wheaton

908 E. Roosevelt Rd.
Wheaton, IL 60187
McCon Building Corp.
Building Demo, Sitework, Site Utilities
\$619,500.00

City of St. Charles

Stirup Cup Court
Watermain Replacement
1-12 Stirup Cup Court
\$203,000.00

East Maine School Dist. 63

Washington Elem. School
2710 Golf Rd.
Glenview, IL 60016
F.H. Paschen
Sitework & Site Utilities
\$290,000.00

East Maine School Dist. 63

Apollo Elem. School
10100 Dee Rd.
Des Plaines, IL 60016
Site Utilities
\$93,500.00

City of North Aurora

Cherry Tree Sanitary Improvements
16 & 18 N. Cherrytree Court
North Aurora, IL
Site Utilities
\$136,000.00

Troy CCSD 30C
Troy Administration Building Addition
5800 Theodore St.
Plainfield, IL 60586
Sitework, Excavation and Site Utilities
\$275,000.00

2023

City of Wheaton
Droset Drive Flood Improvements
2033-2066 Dorset Dr.
Wheaton, IL 60187
Site Utilities
\$553,600.00

Elgin Community College
Building H Additions
1700 Spartan Dr.
Elgin, IL
Lamp, Inc.
Sitework, Excavation and Site Utilities
\$434,800.00

Wheatlands Park
1270 Spinnaker Dr.
Aurora, IL
Sitework and Underground
\$279,700.00

ALDI Headquarters
Water Main Improvements
A.M. King Construction
1200 N. Hubbard Rd.
Batavia, IL
\$95,000.00

2023-2024

Queen Bee School District 16

QBSD 16 Operations Center & District Office

1560 Bloomingdale Rd.

Glendale Heights, IL 60139

Riely Construction

Select Demo, Sitework & Excavation

\$547,000.00

Well No. 13 Water Treatment Plant

City of Warrenville

SW Corner of Barkley Ave & Estes St.

Warrenville, IL

Sitework & Underground

\$436,131.00

Naperville Wheaton Townhomes

5S275 Naperville Wheaton Rd.

Naperville, IL 60510

Sitework, Excavation and Underground Utilities

\$410,000

North Aurora Fire Station

23 N. Lincolnway St.

North Aurora, IL 60542

Sitework & Excavation

\$489,800

Rite Bite Fundraising

824 E. North St.

Elburn, IL 60119

Sitework, Excavation and Underground Utilities

\$234,000

Indian Trail Splash Pad

Indian Trail Road

Aurora, IL

Sitework and Underground Utilities

\$212,850

2024 Projects Currently Under Contract- NOT COMPLETED

Hoyles and Jackson Watermain

City of Aurora
Storm and Watermain-Lead Service Replacement
420 Hoyles St.
Aurora, IL
\$939,285.00

City of Aurora Public Works Phase 2

Geneva Construction- Sitework and Underground
2185 E. Liberty St.
Aurora, IL 60505
\$289,800.00

Scarlet Oak Drainage Improvements

Village of Lisle
2116 Scarlet Oak Ln.
Lisle, IL
Back Yard Drainage Improvements
\$491,910.00

ALDI Headquarters

Building D Addition
A.M. King Construction
1200 N. Kirk Rd.
Batavia, IL 60510
Demo, Sitework, Excavation and Underground Utility
\$1,265,000

ALDI Headquarters

BCI Parking Deck-
A.M King Construction
1200 N. Kirk Rd.
Batavia, IL 60510
Demo, Sitework, Excavation and Underground Utility
\$2,914,000

2024-2025 Projects Currently Under Contract- NOT COMPLETED

Illinois Tollway

Contract I-23-4895

Watermain Improvements

At LaGrange Road Mile Post 20.9

\$575,390

Client References

Iron Gate Motor Condos- Tom Burgess- 630-258-9279

DCS Midwest- Mark DiGanci- 847-885-5866

Leopardo Companies- Jeff Montanari- 331-210-1534

Village of Oakbrook Terrace- Craig Ward- Director of Public Works (630) 941-1651

Village of North Aurora- Brandon Tonarelli- Village Engineer (331) 385-6432

Bank References

US Bank

21 North Third Street

Geneva, IL 60134

(630) 232-7475

Trade References

Lafarge NA, Inc.- 847-514-0912

Welch Brothers, Inc.- 847-741-6134

Water Product Co.- 630-898-6100

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this ____ day of _____, 2025 ("Effective Date"), for _____ is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Fox Excavating, Inc. ("Bidder"), located at 1305 S. River St. Batavia, IL 60510

WHEREAS, the City issued an Invitation to Bid 25-152; and

WHEREAS, the Bidder submitted a Bid Proposal in response to the BID and represents that it is ready, willing and able to perform the Services specified in the BID and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, _____, 2025, the City's awarded a contract to Bidder.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder's response to the BID, to the extent it is consistent with the terms of the BID, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 25-152

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** 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.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Bidder's Bid Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the BID proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (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.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(If a Corporation)

CORPORATE NAME Fox Excavating, Inc.



By Gary Martin / Gary Martin President
President – Contractor

ATTEST:

[Signature]
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____(SEAL)

_____(SEAL)
Contractor