

PROPOSAL SUBMITTED BY:

Swallow Construction Corporation

Contractor's Name

490 Topsoil Drive

Street

P.O. Box

West Chicago

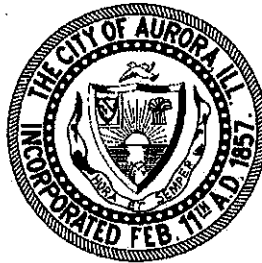
IL

60185

City

State

Zip Code



CITY OF AURORA

KANE COUNTY

STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

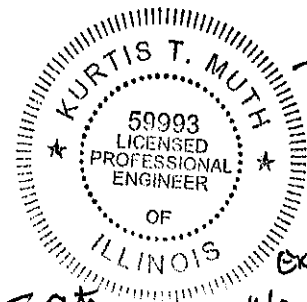
**Marion Avenue & Weston Avenue
Water Main Replacement**

AURORA, ILLINOIS

July, 2021

Bid Number 21-48

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



1st 7/21

BID Number 21-48

Marion Avenue and Weston Avenue Water Main Replacement

Local Agency Proposal Bid Bond

Route Various

County Kane

Local Agency City of Aurora

Section _____

RETURN WITH BID

PAPER BID BOND

WE Swallow Construction Corporation, 490 Topsoil Drive, West Chicago, IL 60185 as PRINCIPAL.

and Old Republic Insurance Company, P.O. Box 789, Greensburg, PA 15601-0789 as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 28th day of July, 2021

Principal

Swallow Construction Corporation

(Company Name)

By:

Anthony Rending, President

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

Surety

By:

James J. Moore (Signature of Attorney-in-Fact)

Old Republic Insurance Company

(Name of Surety)

STATE OF ILLINOIS,

COUNTY OF DuPage

Sherry Bacskai, a Notary Public in and for said county,

do hereby certify that _____ & James I. Moore

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

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

Given under my hand and notarial seal this 28th day of July, 2021

My commission expires 10/22/2023

(Notary Public)

SHERRY BACSKAI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 22, 2023

ELECTRONIC BID BOND

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

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

Bid Number 21-48



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: July 28, 2021

Surety Bond Number: Bid Bond

Principal: Swallow Construction Corporation

Obligee: City of Aurora

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of October, 2018.


Assistant Secretary




OLD REPUBLIC INSURANCE COMPANY


Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of October, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.




Notary Public

My Commission Expires: September 28, 2022

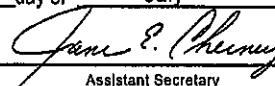
CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 28th day of July, 2021.


Assistant Secretary

PROPOSAL

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

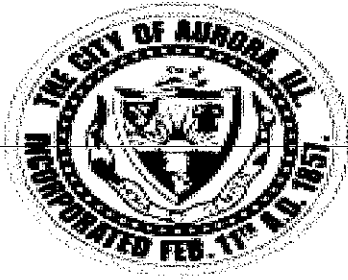
1. Proposal of Swallow Construction Corporation
for the improvement known as the **Marion Ave & Weston Ave Water Main Replacement, Bid Number 21-48**.
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

Bid Number 21-48

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

liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.

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



Schedule of Prices
Marion Ave & Weston Ave
Water Main Replacement
Bid 21-48

Route
Route
County
Local Agency

Marion Ave - 5th St to S. 4th St
Marion Ave - 5th St to S. 4th St
Kane
City of Aurora

RETURN WITH BID

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

Addendum No. 1

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Valve Box	EA	4	\$ 225.00	\$ 900.00
2	Select Granular Trench Backfill	CY	90	\$ 40.00	\$ 3,600.00
3	Exploration Trench, 8 Ft	LF	40	\$ 46.00	\$ 1,840.00
4	Restrained Joint Gasket, 8"	EA	8	\$ 100.00	\$ 800.00
5	Open Cut Zinc Coated DIP WM, CL 52, 6" w/V-bio Polywrap	LF	60	\$ 76.15	\$ 4,569.00
6	Open Cut Zinc Coated DIP WM, CL 52, 8" w/V-bio Polywrap	LF	109	\$ 85.00	\$ 9,265.00
7	8" Water Main HDPE (Trenchless)	LF	1,630	\$ 105.00	\$ 171,150.00
8	Cut in 6" MJ Gate Valve in 48" Vault	EA	2	\$ 5,400.00	\$ 10,800.00
9	8" MJ Gate Valve in 48" Vault	EA	5	\$ 4,350.00	\$ 21,750.00
10	8" MJ Gate Valve w/Valve Box	EA	1	\$ 2,300.00	\$ 2,300.00
11	8" MJ Tapping Valve on 16" PVC in 72" Vault	EA	1	\$ 6,250.00	\$ 6,250.00
12	Fire Hydrant Assembly Removal	EA	2	\$ 65.00	\$ 130.00
13	Fire Hydrant Assembly	EA	4	\$ 9,000.00	\$ 36,000.00
14	Sanitary Service Removal and Replacement, 6" PVC C- 900	LF	60	\$ 47.00	\$ 2,820.00
15	Locate Sewer Lateral	EA	56	\$ 50.00	\$ 2,800.00
16	1" Dia. Curb Stop & B-box	EA	56	\$ 175.00	\$ 9,800.00
17	1" Dia. Tap and Corp Stop	EA	56	\$ 3,500.00	\$ 196,000.00
18	1" Water Service, Trenchless (ROW)	LF	1,857	\$ 25.50	\$ 47,353.50
19	Disconnect Existing WM	EA	3	\$ 1,800.00	\$ 5,400.00
20	Connect to Existing 6" WM	EA	4	\$ 3,750.00	\$ 15,000.00
21	Tapping Connection to Existing 16" WM	EA	1	\$ 9,500.00	\$ 9,500.00
22	Temporary Pavement, 2"	SY	132	\$ 10.25	\$ 1,353.00
23	Class D Patching, 5" Binder & 1.5" Surface	SY	147	\$ 64.00	\$ 9,408.00
Base Bid Page 1 Total =					\$ 568,788.50



Schedule of Prices
Marion Ave & Weston Ave
Water Main Replacement
Bid 21-48

Route
Route
County
Local Agency

Marion Ave - 5th St to S. 4th St
Marion Ave - 5th St to S. 4th St
Kane
City of Aurora

RETURN WITH BID

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

Addendum No. 1

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
24	Combination PCC Curb and Gutter Removal and Replacement	LF	116	\$ 47.00	\$ 5,452.00
25	PCC Sidewalk Rem. and Replace, 5"	SF	1,400	\$ 9.00	\$ 12,600.00
26	Detectable Warnings	SF	70	\$ 38.15	\$ 2,670.50
27	PCC Drive Approach Removal & Replacement, 6", Residential	SY	140	\$ 86.00	\$ 12,040.00
28	Seeding - Aurora Mix	SY	1,200	\$ 13.24	\$ 15,888.00
29	Items Ordered by Engineer	Allowance	1	\$ 75,000.00	\$ 75,000.00
30	Traffic Control and Protection	LS	1	\$ 40,000.00	\$ 40,000.00
31	Inlet Protection	EA	17	\$ 75.00	\$ 1,275.00
32	Temporary Staging	CY	150	\$ 1.00	\$ 150.00
33	Non-Special Waste Disposal	TON	100	\$ 1.09	\$ 109.00
34	Special Waste Disposal	TON	50	\$ 1.09	\$ 54.50
35	Trucking City of Aurora Spoils to Landfill	HR	150	\$ 103.55	\$ 15,532.50
Base Bid Page 2 Total =					\$ 180,771.50
Base Bid Page 1 Total =					\$ 568,788.50
Bidder's Base Bid Total =					\$ 749,560.00

Addendum No. 1 - Alternate Bid 1

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
36	1" Water Service, Trenchless (Private Property)	LF	1,027	\$ 26.00	\$ 26,702.00
37	Plumber Allowance	Allowance	1	\$ 84,000.00	\$ 84,000.00
Alternate 1 Sub-Total =					\$ 110,702.00
Bidder's Base Bid Total =					\$ 749,560.00
Bidder's Alternate 1 + Base Bid Total for Making Entire Improvements =					\$ 860,262.00



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Swellow Construction Corporation

Signed By _____

Anthony Rendina, President

Business Address 490 Topsoil Drive

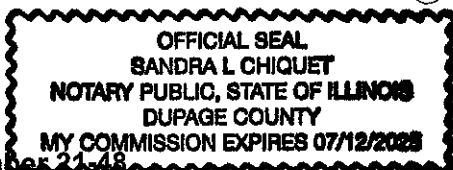
West Chicago IL 60185

President Anthony Rendina

Secretary Anthony Rendina

Treasurer Anthony Rendina

Attest: Sandra L. Chiquet
Secretary



Bid Number 21-48

BIDDER'S CERTIFICATION

I/We hereby certify that:

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

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

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

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

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

COMPANY NAME Swallow Construction Corporation

ADDRESS 490 Topsoil Drive

CITY/STATE/ZIP CODE West Chicago IL 60185

NAME OF CORPORATE/COMPANY OFFICIAL Anthony Rendina
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE July 28, 2021

Subscribed and Sworn to

TELEPHONE (630) 512-9900

Before me this 28 day

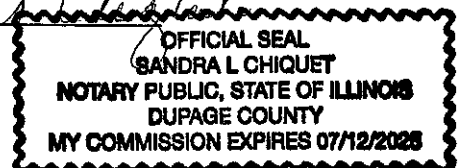
FAX No. (630) 512-9909

of July, 21

E-MAIL ADDRESS anthony.Rendina

Notary Public

Bid Number 21-48





**Illinois Department
of Transportation**

Certificate of Eligibility

Swallow Construction Corporation
490 Topsoil Dr. WEST CHICAGO, IL 60185

Contractor No 5866

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

\$32,493,000.00

001	EARTHWORK	\$1,675,000
012	DRAINAGE	\$11,700,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/14/2020 TO 4/30/2021 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 7/15/2020.

Tim Bell
Engineer of Construction



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 19, 2021

Swallow Construction Corporation, #5866
490 Topsoil Dr.
WEST CHICAGO, IL 60185

Dear Contractor,

In response to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through June 30, 2021 will be extended through July 31, 2021. This will allow currently prequalified firms to bid on the April, June and July lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

2021 Application Submittal Notice: In addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy if possible. Electronic copies should be emailed to Tara Elston at Tara.Elston@illinois.gov.

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,

A handwritten signature in black ink that reads "Tim Kell".

Tim Kell, P.E.
Engineer of Construction

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

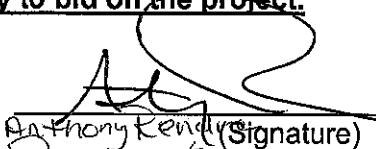
- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

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

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

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

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

Bidder: Swallow Construction Corporation BY: 
Address: 490 Topsoil Drive Title: Anthony Rendy (Signature)
West Chicago IL 60185 President

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8200 • FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3892

July 15, 2021

Swallow Construction Corp.
490 Topsoil Drive
West Chicago IL 60185

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

Dear Sir or Madam:

At the request of Swallow Construction Corp., 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, Swallow Construction Corp., 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 (Heavy Equipment Technician)

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

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



William F. Solis
Secretary of Labor

Al V. Hall
Administrator, Office of Apprenticeship

United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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

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



December 31, 1978
Date Revised June 23, 2011

Registration No. IL008780173

Aldred F. Solis
Secretary of Labor
Adm. V. Solis
Deputy Secretary, Office of Apprenticeship

Executive Director
Thomas Nordeen

Labor Trustees

James P. Connolly
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
William Martin

Management Trustees

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

Carol Stream Location

1200 Old Gary Avenue
Carol Stream IL 60188
(630) 653-0006

Chicago Location

5700 West Homer Street
Chicago IL 60639

15 July 2021

Sandra Chiquet
Swallow Construction Corp
490 Topsoil Drive
West Chicago, IL 60185

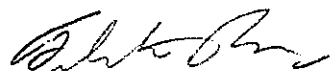
Dear Sandy:

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 Swallow Construction Corp. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

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

Yours very truly,



Felicita Ruiz
Assistant Office Manager



United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

*Chicagoland Laborers' J.A.T.C.
Carol Stream, Illinois*

For the Trade - Construction Craft Laborer

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

April 12, 1999

Date REVISED August 13, 2004

11017990001

Registration No.



L. L. Chao
Secretary of Labor

Anthony Swartz
Administrator, Apprenticeship Training, Employer and Labor Services



Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431
Office: (815) 773-0700 Fax: (815) 773-1122
Info@illinoisteamsterstraining.org

July 17, 2021

To Whom It May Concern:

This letter will certify that Swallow Construction Corp., is currently contributing and is current with its contributions, as of May 2021, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

Rose Wyler
Administrative Assistant

cc: file

Affiliated with the International Brotherhood of Teamsters
www.illinoisteamsterstraining.org



The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program Illinois Teamsters Joint Council No. 25 Employers JATF

Joliet, Illinois

For The Trade of: Construction Driver

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

June 22, 2005

Date Revised: April 8, 2016

IL8151005004

Registration No.



John E. Gray

Secretary of Labor

John V. Ladd

Administrator, Office of Apprenticeship

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 28 day of July, 21 .

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

Anthony Rendina
(Print name of Bidder's Executing Officer)

President
(Title)

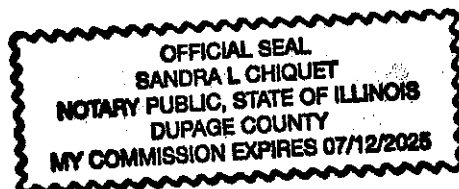
ATTEST/WITNESS:

By [Signature]
Title Witness

Subscribed and sworn to before me this
28 day of July, 21 .

Sandra L. Chiquet
Notary Public

(SEAL)



Bid Number 21-48

Bid 21-48
Marion Ave. and Weston Ave. Water Main Replacement
Bid opening: July 28, 2021

ADDENDUM NO. 1
Page 1 of 4

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: July 22, 2021

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

1. A copy of the plan holders list is attached for reference.
2. The private side lead water service line replacement items have been separated into an alternate on the attached bid schedule.

Sincerely,

Kurt Muth

Kurt Muth, P.E.
Engineering Coordinator
City of Aurora Engineering Division

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

COMPANY NAME Swallow Construction Corporation

SIGNATURE OF COMPANY REPRESENTATIVE Anthony Rendina