

PROPOSAL

Local Agency - Proposal Bid Bond - RETURN WITH BID - PAPER BID BOND

WE as PRINCIPAL, and as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument. WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within two (2) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of

Principal

American Demolition Corporation
(Company Name)

(Company Name)

By: Mario E Palafox
(Signature and Title) Maria E. Palafox, President
(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

By: _____
(Signature and Title)

Surety

By: Western Surety Company
(Name of Surety)
STATE OF ILLINOIS,
COUNTY OF

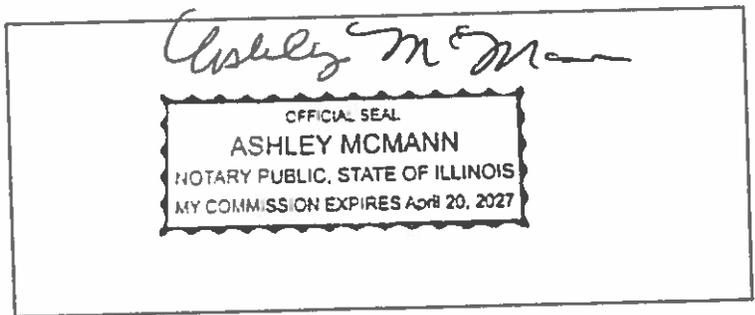
By: William Reidinger
(Signature of Attorney-in-Fact) William Reidinger

I, Ashley McMann, a Notary Public in and for said county, do hereby certify that, Maria E. Palafox & William Reidinger

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

Given under my hand and notarial seal this day of 12/13/2023

My commission expires April 20, 2027
(Notary Public SEAL and SIGNATURE)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William Reidinger , Individually

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

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: American Demolition Corporation
Obligee: City Treasurer of the City of Aurora

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.

WESTERN SURETY COMPANY

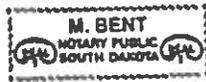


Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } 25

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of December, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

ELECTRONIC BID BOND

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

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

Electronic Bid Bond ID Code (Company/Bidder Name)

(Signature and Title) Date

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

1. Proposal of for the demolition known as the **460-480 Garfield Av. Aurora IL 60506 Demolition**
2. The specifications for the proposed improvements are those prepared by the City of Aurora and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.

10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within fifteen (15) days after receiving the notice of award of the contract.
11. The undersigned further agrees to begin work not later than ten (10) calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure 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.
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 \$ Bid Bond enclosed
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.

ATTACHMENT A - Revised 12/14
RFP 23-113 Revised Cost Proposal Form

Work Description	Performing Contractor(s)	Number of Calendar days to complete this work	Cost in alphabetical format	Cost in numerical format
PHASE 1: Total not to exceed cost, for Tank removal(s) remediation, disposal and abatement.		5 Days	Twenty-Seven Thousand Five Hundred Forty Dollars	\$ 27,540.00
PHASE 1a: Unit price for removal and disposal of contaminated soil			One Hundred Twenty-Four Dollars Per cubic yard	\$ 124.00 Per cubic yard
PHASE 2: Total not to exceed cost, for well capping, utility disconnection and capping.		25 Days Timeframe to include 2a and 2b below.	Sixty-One Thousand Fifty Dollars	\$ 61,050.00
PHASE 2a: Allowance for Testing of the standing water for any hazardous materials and recommendations for remediation and disposal			Five Thousand Dollars	\$ 5,000.00
PHASE 2b: Unit price for filtering and treating standing basement water should it need to be treated as a special waste			Seven Hundred Fifty Dollars Per 1,000 gallons	\$ 750.00 Per 1,000 gallons
PHASE 3: Total not to exceed cost, for full building remediation, disposal and abatement of hazardous materials.		45 Days Timeframe to include 3a and 3b below.	Five Hundred Twenty Thousand Five Hundred Dollars	\$ 520,500.00
PHASE 3a: Allowance for Phase 2 environmental study for the interior of the building.			Twenty thousand Five Hundred Dollars	\$20,500.00
PHASE 3b: Allowance for Asbestos Removal, Remediation and Disposal.			Five Hundred Thousand Dollars	\$500,000.00

PHASE 4: Total not to exceed cost, for full building and site pavement demolition, disposal, backfilling and site restoration.		90 Days	Eight Hundred Seventy-Three Thousand Three Hundred Dollars	\$ 873,300.00
TOTAL ABOVE Phases 1-4		160 Days	One Million Four Hundred Eighty-Two Thousand Three Hundred Ninety Dollars	\$1,482,390.00
ALTERNATE PHASE A:	Provide Unit Price ALT PHASE A1 below			
ALT PHASE A1: Unit price for removal and disposal of contaminated soil			One Hundred Twenty-Four Dollars Per cubic yard	\$ 124.00 Per cubic yard

Additional Unit Pricing

Drum and dispose of non-pumpable sludge

\$675.00/Drum

Contractor Name: American Demolition Corporation


Jeremy Thorud - Chief Operating Officer

December 20, 2023

BIDDER'S CERTIFICATION PAGE 01

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O17-029, adopted on June 27, 2017.
- 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.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

Contractor shall check the box indicating that a copy of applicable program certification is attached. **Apprenticeship or Training Program Certification**

PLEASE TYPE OR PRINT CLEARLY

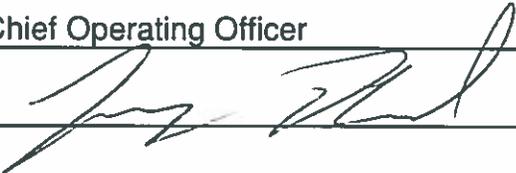
COMPANY NAME American Demolition Corporation

ADDRESS 480 Randy Road

CITY/STATE/ZIP CODE Carol Stream, IL 60188

NAME OF CORPORATE/COMPANY OFFICIAL Jeremy Thorud

TITLE Chief Operating Officer

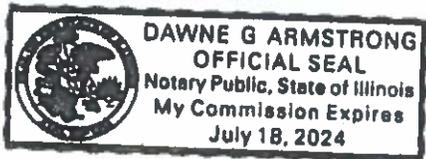
AUTHORIZED OFFICIAL SIGNATURE 

DATE December 20, 2023 Subscribed and Sworn to

TELEPHONE (847) 608-0010 Before me this 20 day

FAX No. (847-608-0060) of December, 2023

Notary Public Dawne G. Armstrong



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

June 2, 2020

American Demolition Corp
305 Ramona Avenue
Elgin, IL 60120

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

Dear Sir or Madam:

At the request of American Demolition 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, American Demolition 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 I dispatch office

Stacey Bjorklund

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



Walter J. Davis
Secretary of Labor
Mike V. Smith
Administrator, Office of Apprenticeship

FAX NO.

F. 08

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date May 5, 2002

IL012020003



St. J. Chas
Secretary of Labor

Anthony S. ...

LIUNA!
Chicagoland
LABORERS'
District Council Training & Apprenticeship Fund

42-L
chicagolaborers.org

June 2, 2020

Executive Director
Mas Nordeen

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

Management Trustees
John Gudeman
Jane Higgins
Joseph Koppers
Robert G. Krug
David Lorig
William Vignocchi

Carol Stream Location
100 Old Gary Avenue
Carol Stream IL 60188
(708) 653-0006

Chicago Location
100 West Homer Street
Chicago IL 60639
(773) 413-3315

American Demolition Corporation
305 Ramona Ave.
Elgin, IL 60120

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 American Demolition Corporation is indeed signatory to the Laborers District Council, contribute to the Laborers' Training and Apprenticeship Fund and their active account is current.

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

Yours very truly,

Miranda Maddie
Office Manager



LIUNA!
Feel the Power



The United States Department of Labor

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

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Canal Steam, 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

11 017990001

Registration No.



R. J. Chas

Secretary of Labor

Anthony Savage

Minister, Apprenticeship Training, Employer and Labor Services

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:

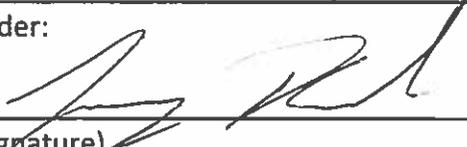
The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders 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.

Return with Bid

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.**

American Demolition Corporation
Bidder:

(Signature)
480 Randy Rd, Carol Stream, IL 60188
Address:

Jeremy Thorud
By:
Chief Operating Officer
Title:

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 20 day of December, 2023.

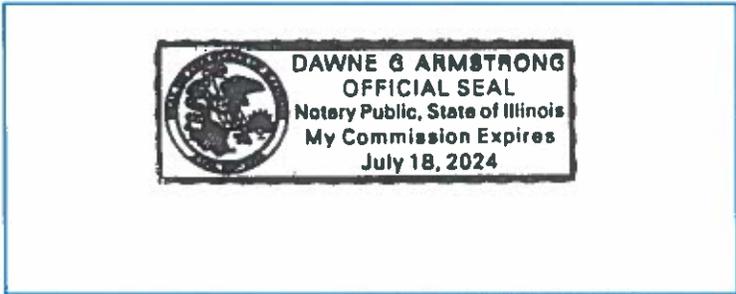
By [Signature]
(Signature of Bidder's Executing Officer)

Jeremy Thorud
(Print name of Bidder's Executing Officer)

Chief Operating Officer
(Title)

ATTEST/WITNESS: [Signature]
By William Beaman
Title Vice President

Subscribed and sworn to before me this
20 day of December, 2023.
[Signature]
Notary Public
(SEAL)



City of Aurora



Finance Department | Purchasing Division
44 E Downer Place | Aurora, Illinois & 60507
Phone: (630) 256-3550 | Fax: (630) 256-3559 | Web: www.aurora-il.org

DATE: December 6, 2023
TO: Prospective Proposer
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA REQUEST FOR PROPOSAL 23-113 - Addendum #1
Building Demolition of YMCA**

This notice forms a part of the Request for Proposal 23-113: Building Demolition of YMCA. All other information pertaining to this Request for Proposal shall remain the same.

Proposer must submit an original proposal response, marked as "original" and one (1) complete paper copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Sealed proposals will be received at the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 until **2:00 p.m., CST, Wednesday, December 13, 2023** to determine proposals for the anticipated above named services. Proposals will be opened and read publicly via a non-mandatory teleconferenced and live streamed proposal opening at 2:00 P.M., Wednesday, December 13, 2023, access details will be posted to the city's website.

Contractor MUST use the revised cost proposal form included as Attachment A.

Please acknowledge this addendum with your proposal. Failure to do so may subject Proposer to disqualification.

Responses/Clarification to questions received by 12:00 pm, Friday, December 1, 2023:

1. Since there is no asbestos report – can an allowance be provided on the bid form for the asbestos removal?

Bid form now reflects this as line item 3b. See Attachment A.

2. A line item on the bid form for an asbestos report?

Bid form now reflects this as line item 3a. See Attachment A.

3. A line item on the bid form to test the water in the basement? Could be contaminated with PCB's and other haz materials.

Bid form now reflects this as line item 2a. See Attachment A.

4. Will the city hire a consultant for the tank removal consulting services and close out report? If not please included a line item for this work.

Bid form now reflects this as line item 2b. See Attachment A.

5. A line item for contaminated soil removal?

Bid form now reflects this as line-item Phase 1a. and in the alternate as ALT Phase A1. See Attachment A.

6. A line item to pump and dispose water as special waste?

Bid form now reflects this as line item 2b. See Attachment A.

7. Any lead painted surfaces is not considered clean CCD and needs to be disposed of at proper landfill. For bidding purposes should bidder assume all solids (brick and concrete) are clean of lead. Hard to determine without lead report. Please included line item for lead test to determine which material has lead on it.

ONLY CCD will be permitted as fill. Bid form now has an allowance (3a) for the Phase 2 Environmental testing to identify what is not clean CCD. See Attachment A.

8. I have downloaded the three documents provided above referenced Demolition Proposal. On page 6 of the Request for Proposal document under **Bidder Instructions** it references under item #3 as follows: **Prequalification of Bidders as contained in Check Sheet LRS6 in the "Supplemental.**

I can't find a **Check Sheet LRS6** form or any other information that tells me if we have to submit a formal prequalification's package to the City in order for us to be considered eligible to bid on this project.

Prequalification of Bidders as contained in Check Sheet LRS6 in the "Supplemental.

WILL NOT BE required on this project. 3-5 satisfactory municipal references for jobs of similar size and scope will be required of the apparent low bidder(s).

9. Phase 3 Remediation/Abatement: the Limited Phase 2 Environmental Site Assessment does not identify any materials required to be remediated and abated from the building (e.g. asbestos containing materials). Are bidders to assume there is no ACM in the building other than the presumed asbestos containing water in the basement?

Bid form now reflects this as line item 2a, 2b and 3a, 3b. See Attachment A.

10. How is the site to be graded as it relates to the appx. 15' elevation change from the drive at the northwest front of the building (EL.+662) to the drive at the south (EL. +647)?

From page #4 of the RFP; Note that final grade shall be raised as needed to create a maximum slope of 4:1.

In response to this question: CCD, fill and 6 inches of black dirt with grass seed shall be placed to create a maximum 4:1 slope. To enable the 4:1 slope sections of the former (now removed) parking lot may be built up to a higher elevation to conform with the required maximum slope. This additional elevation MAY NOT though encroach into the combined sanitary sewer easement that bisects the sight from the west (View St.) and around to the north (Garfield Av.) see RFP exhibit on the bottom of page 3.

11. The insurance requirements are a bit vague. The City of Aurora is requiring the general liability policy limits of \$3,500,000 per occurrence & \$7,000,000 aggregate.

Does the combination of the general liability and excess liability satisfy the total limit of liability requirement in attached?

General Liability of \$3,500,000 plus Excess Liability totaling at least \$7,000,000 will be deemed to meet the bidding requirements.

12. Is there an asbestos survey for this project?

Bid form now reflects this as line item 2a, 2b and 3a, 3b. See Attachment A.

13. Per the Instructions to bidder instructions, number 3 states "Prequalification of bidders as contained in Check Sheet LRS6 in the "Supplemental". Can you tell me when this Check Sheet LRS6 will be issued? If so, will the prequalification form be issued as well? Will the prequalification be required prior to bid or submitted along with bid?

Prequalification of Bidders as contained in Check Sheet LRS6 in the "Supplemental.

See response to question #8

14. Will there be an opportunity to access the building again before the bids are due? We have a few things in question that I would like to review.

City will not again make access available to the building.

15. Can you please provide a list of demolition contractors that walked the former YMCA project this morning?

Attached are the sign in sheets for contractors at the walkthrough November 29, 2023

End of Addendum #1



DATE: December 8, 2023
TO: Prospective Proposer
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA REQUEST FOR PROPOSAL 23-113 - Addendum #2
Building Demolition of Former YMCA**

This notice forms a part of the Request for Proposal 23-113: Building Demolition of YMCA. All other information pertaining to this Request for Proposal shall remain the same.

Proposer must submit an original proposal response, marked as "original" and one (1) complete paper copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

PROPOSAL DUE DATE CHANGE:

Sealed proposals will be received at the Office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 until **2:00 p.m., CST, Wednesday, December 20, 2023** to determine proposals for the anticipated above named services. Proposals will be opened and read publicly via a non-mandatory teleconferenced and live streamed proposal opening at 2:00 P.M., Wednesday, December 20, 2023, access details will be posted to the city's website.

A third addendum is anticipated to be posted before Wednesday, December 13, 2023 with clarification to the addendum #1 based on questions received.

End of Addendum #2



DATE: December 15, 2023
TO: Prospective Proposer
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA REQUEST FOR PROPOSAL 23-113 - Addendum #3
Building Demolition of Former YMCA**

This notice forms a part of the Request for Proposal 23-113: Building Demolition of YMCA. All other information pertaining to this Request for Proposal shall remain the same.

Proposer must submit an original proposal response, marked as "original" and one (1) complete paper copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

PROPOSAL DUE DATE CHANGE:

Sealed proposals will be received at the Office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 until **2:00 p.m., CST, Wednesday, December 20, 2023** to determine proposals for the anticipated above named services. Proposals will be opened and read publicly via a non-mandatory teleconferenced and live streamed proposal opening at 2:00 P.M., Wednesday, December 20, 2023, access details will be posted to the city's website.

There is a new Revised Bid Proposal Form included with this addendum that must be used for your bid proposal response.

Clarifications:

We received Addendum #1 for the YMCA building demolition in Aurora. On site, there 4 questions that were asked and we were told they would be addressed in the addendum. 3 of the 4 have been addressed in the addendum. The question not addressed was the crushing of the existing concrete material. Will crushing the material be allowed and to what specific aggregate would the city be looking for [3"-, CA-6]?

SP H.7 – DEMOLITION OF 460-480 Garfield Av. Aurora IL 60506 This item consists of all equipment, materials, and labor necessary to demolish the 460-480 Garfield Av. Aurora IL 60506 Structure and to remove all debris to the appropriate disposal site. Infill of the remediated excavation upon completion of demolition and removal shall be filled with Clean Construction and Demolition Debris. All materials

that classify as Clean Construction and Demolition Debris must be properly crushed to CA-6 aggregate standard, placed in maximum 6" lifts to within 12 inches of finished grade, and compacted according to the compaction requirement special provision.

CCCD crushing for fill will be permitted on site within the following workdays and hours. The allowed hours of CCCD crushing work activity are between 8:00 AM and 6:00 PM, Monday through Friday, and between 9:00 AM and 4:00 PM on Saturdays. No work shall be done on Sundays or Holidays. Equipment shall not be started before 6:45 AM.

We are in receipt of the addendum for this project and have just a quick question regarding the new bid form; the new allowances added for the survey, abatement, water, soils, etc. Will you be adding the line-item allowance amount in? This is fairly typical in other past bids, I.E. I provide an allowance of \$100,000 for abatement but the next contractor provides \$50,000 for abatement. You will still have to pay/ deduct whatever the final amount is but I lost the job at bid time by carrying a higher allowance. This keeps everyone's bid fair and even.

City of Aurora has walked the site with Midwest Environment Consulting Services of Yorkville IL. and provided estimates for the allowances inserted into the now revised ATTACHMENT A

End of Addendum #3