

PROPOSAL SUBMITTED BY:

Brandt Excavating Inc.

Contractor's Name

385 E. Hoover Street

Street

Morris IL 60450

P.O. Box

City

State

Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

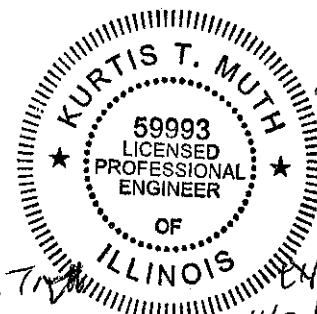
PROPOSAL AND SPECIFICATIONS FOR

**Morningside Avenue Water Main Replacement
Bid 17-33**

AURORA, ILLINOIS

July 2017

PREPARED BY
CITY OF AURORA
Engineering Division
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507



11/30/17

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

1. Proposal of Brandt Excavating Inc.
for the improvement known as the **Morningside Avenue Water Main Replacement.**
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.

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. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ 5% bid bond.
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:



**Base Bid Schedule of Prices
Morningside Ave
Water Main Replacement**

Route Morningside Ave
County Kane
Local Agency City of Aurora

RETURN WITH BID

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

Addendum No. 2 - Base Bid					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Water Valve Box to be Abandoned	EA	3	100.00	300.00
2	Unsuitable Soil Removal and Replacement	CY	17	50.00	850.00
3	Tree Trimming	EA	4	100.00	400.00
4	Tree Root Pruning	LF	40	20.00	800.00
5	Tree and Brush Clearing	LSUM	1	800.00	800.00
6	Exploration Trench, 8 Ft	LF	40	30.00	1200.00
7	Sanitary Sewer Service Removal and Replacement, 6"	FT	40	60.00	2400.00
8	Sanitary Sewer Removal and Replacement, 8" C-900	FT	21	60.00	1260.00
9	Sanitary Sewer, 8" PVC SDR-26	FT	108	70.00	7560.00
10	Connect to Existing Sanitary Manhole	EA	1	500.00	500.00
11	Sanitary Manhole, Type A, 4' Dia	EA	2	5000.00	10,000.00
12	Zinc Coated DIP Water Main, Class 52, with V-bio Polywrap, 6"	FT	10	80.00	800.00
13	Zinc Coated DIP Water Main, Class 52, with V-bio Polywrap, 8" (Morningside Ave)	FT	594	95.00	56,430.00
14	Trenchless Zinc Coated DIP Water Main, Class 52, with V-bio Polywrap, 8" (North Section)	FT	505	95.00	47,975.00
15	Restrained Joint Gasket, 8"	EACH	8	100.00	800.00
16	Water Main Lowering, 8"	FT	40	160.00	6400.00
17	8" MJ Gate Valve in 48" Vault	EACH	4	4500.00	18,000.00
18	Fire Hydrant Assembly Removal	EACH	2	250.00	500.00
19	Fire Hydrant Assembly	EACH	4	4800.00	19,200.00
20	1" Dia. Curb Stop and B-Box	EACH	14	500.00	7000.00
21	1" Dia. Tap and Corp Stop	EACH	14	500.00	7000.00

Addendum No. 2 - Base Bid					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
22	1" Dia. Copper Water Service, Open Cut	FT	169	20.00	3380.00
23	Trenchless 1" Dia. Copper Water Service	FT	373	20.00	7460.00
24	2" Dia. Curb Stop and B-Box	EACH	1	800.00	800.00
25	2" Dia. Tap and Corp Stop	EACH	1	800.00	800.00
26	Trenchless 2" Dia. Copper Water Service	FT	30	32.00	960.00
27	Disconnect From Existing 6" Water Main	EACH	1	1000.00	1000.00
28	Disconnect From Existing 12" Water Main	EACH	0	0	0
29	Connect to Existing 6" Water Main	EACH	1	3000.00	3000.00
30	Connect to Existing 12" Water Main	EACH	1	3000.00	3000.00
31	Additional Fittings	POUND	500	.01	5.00
32	Temporary Pavement, 2"	SY	15	100.00	1500.00
33	Class D Patching, 5" Binder and 1 1/2" Surface (Sixth Ave & Smith Blvd)	SY	50	60.00	3000.00
34	PCC Drive Approach Removal & Replacement, 6"	SY	90	75.00	6750.00
35	Combination PCC Curb and Gutter Removal and Replacement	LF	15	50.00	750.00
36	PCC Sidewalk Rem. and Replace, 5"	SF	75	12.00	900.00
37	Aggregate Wedge Shoulder, Type B	Ton	15	50.00	750.00
38	Seeding - Aurora Mix	SY	1,500	15.00	22,500.00
39	Items Ordered by Engineer	Allowance	1	\$45,000.00	\$45,000.00
40	Traffic Control and Protection	LS	1	3000.00	3000.00
41	Inlet Filters	EA	3	150.00	450.00
42	Dewatering Bag	EA	1	300.00	300.00
43	Temporary Staging	CY	100	40.00	4000.00
44	Non-Special Waste Disposal	CY	25	50.00	1250.00
45	Special Waste Disposal	CY	25	50.00	1250.00
Bidder's Total Proposal for Making Entire Base Bid Improvements =					301,980.00



**Alternate Bid Schedule of Prices
Morningside Ave
Water Main Replacement**

Route Morningside Ave
County Kane
Local Agency City of Aurora

RETURN WITH BID

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

Addendum No. 2 - Alternate Bid					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Water Valve Box to be Abandoned	EA	3	100.00	300.00
2	Unsuitable Soil Removal and Replacement	CY	16	50.00	800.00
3	Tree Trimming	EA	4	100.00	400.00
4	Tree Root Pruning	LF	40	20.00	800.00
5	Tree and Brush Clearing	LSUM	1	800.00	800.00
6	Exploration Trench, 8 Ft	LF	40	30.00	1200.00
7	Sanitary Sewer Service Removal and Replacement, 6"	FT	0	Ø	Ø
8	Sanitary Sewer Removal and Replacement, 8" C-900	FT	21	60.00	1260.00
9	Sanitary Sewer, 8" PVC SDR-26	FT	0	Ø	Ø
10	Connect to Existing Sanitary Manhole	EA	0	Ø	Ø
11	Sanitary Manhole, Type A, 4' Dia	EA	0	Ø	Ø
12	Zinc Coated DIP Water Main, Class 52, with V-bio Polywrap, 6"	FT	10	80.00	800.00
13	Zinc Coated DIP Water Main, Class 52, with V-bio Polywrap, 8" (Morningside Ave)	FT	594	90.00	53,460.00
14	Trenchless Zinc Coated DIP Water Main, Class 52, with V-bio Polywrap, 8" (North Section)	FT	435	90.00	39,150.00
15	Restrained Joint Gasket, 8"	EACH	8	100.00	800.00
16	Water Main Lowering, 8"	FT	40	160.00	6400.00
17	8" MJ Gate Valve in 48" Vault	EACH	3	4500.00	13,500.00
18	Fire Hydrant Assembly Removal	EACH	2	250.00	500.00
19	Fire Hydrant Assembly	EACH	4	4800.00	19,200.00
20	1" Dia. Curb Stop and B-Box	EACH	14	500.00	7000.00
21	1" Dia. Tap and Corp Stop	EACH	14	500.00	7000.00

Addendum No. 2 - Alternate Bid					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
22	1" Dia. Copper Water Service, Open Cut	FT	149	20.00	2980.00
23	Trenchless 1" Dia. Copper Water Service	FT	633	20.00	12,660.00
24	2" Dia. Curb Stop and B-Box	EACH	1	800.00	800.00
25	2" Dia. Tap and Corp Stop	EACH	1	800.00	800.00
26	Trenchless 2" Dia. Copper Water Service	FT	30	32.00	960.00
27	Disconnect From Existing 6" Water Main	EACH	1	1000.00	1000.00
28	Disconnect From Existing 12" Water Main	EACH	1	2500.00	2500.00
29	Connect to Existing 6" Water Main	EACH	1	4500.00	4500.00
30	Pressure Connection to Existing 12" Water Main	EACH	1	3000.00	3000.00
31	Additional Fittings	POUND	500	.01	5.00
32	Temporary Pavement, 2"	SY	15	100.00	1500.00
33	Class D Patching, 5" Binder and 1 1/2" Surface (Sixth Ave & Smith Blvd)	SY	50	60.00	3000.00
34	PCC Drive Approach Removal & Replacement, 6"	SY	90	75.00	6750.00
35	Combination PCC Curb and Gutter Removal and Replacement	LF	15	50.00	750.00
36	PCC Sidewalk Rem. and Replace, 5"	SF	75	12.00	900.00
37	Aggregate Wedge Shoulder, Type B	Ton	15	50.00	750.00
38	Seeding - Aurora Mix	SY	650	15.00	9750.00
39	Items Ordered by Engineer	Allowance	1	\$45,000.00	\$45,000.00
40	Traffic Control and Protection	LS	1	3000.00	3000.00
41	Inlet Filters	EA	3	150.00	450.00
42	Dewatering Bag	EA	1	300.00	300.00
43	Temporary Staging	CY	100	40.00	4000.00
44	Non-Special Waste Disposal	CY	25	50.00	1250.00
45	Special Waste Disposal	CY	25	50.00	1250.00
Bidder's Total Proposal for Making Entire Alternate Bid Improvements =					261,225.00



Signatures

(If an individual)

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 Brandt Excavating Inc.

Signed By [Signature] President

Business Address 385 E. Hoover Street
Morris IL 60450

President Chad Brandt

Secretary Lisa m. Benson

Treasurer Lisa m. Benson

Attest: [Signature]
Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the 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.

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

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Brandt Excavating Inc.

ADDRESS 385 E. Hoover Street

CITY/STATE/ZIP CODE Morris IL 60450

NAME OF CORPORATE/COMPANY OFFICIAL Chad Brandt

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 8-9-17

Subscribed and Sworn to

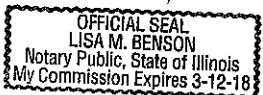
TELEPHONE (815) 942-4488

Before me this 9th day

FAX No. (815) 942-4429

of August, 202017

[Signature]
Notary Public



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) 482-8600 · FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

March 6, 2017

Brandt Excavating Inc.

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

Dear Sir or Madam:

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

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

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

Very truly yours,

IUOE, Local 150, AFL-CIO
District 2 dispatch office

April Hurley

VT

Enclosures: Certificates

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

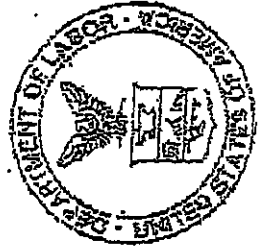
Plainfield, Illinois

For the Trade of Repairmen (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



May 5, 2002

Date

11012020003

Registration No.

E. J. Chao
Secretary of Labor

[Signature]
National Apprenticeship Training, Employer and Labor Services

Feb. 28, 2017 2:55PM 67252042

LOCAL 150 DISTRICT 2

No. 6344

P. 4
003

OFFICE OF THE SECRETARY OF LABOR

Office of Apprenticeship, Training, Employer and Worker Services

Division of Apprenticeship and Training

Office of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 5, 2002

Date

DC 00878017A

Registration No.

Loi. Chao

Secretary of Labor

[Signature]

Assistant Secretary, Apprenticeship, Training, Employer and Worker Services

Chicago and
LABORERS'
 District Council Training & Apprentices Fund

www.chicagolaborers.org

28 February 2017

Executive Director
Thomas Nordeen

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

Labor Trustees
James P. Connolly
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
Joe Riley

To Whom It May Concern:

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

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

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

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

Yours very truly,

Miranda Maddie
Office Manager

Carol Stream Location
1200 Old Gary Avenue
Carol Stream IL 60188
630.653.0006

LiUNA!
Feel the Power

Chicago Location
5700 West Homer Street
Chicago IL 60639
773.413.3315

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 Street, 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 0179990001

Registration No.



W. J. Chao

Secretary of Labor

Anthony S. ...

Administrator, Apprenticeship Training, Employer and Labor Services

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:

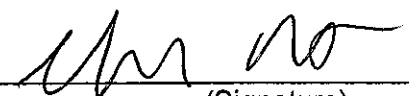
The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders 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: Brandt Excavating, Inc.
Address: 385 E. Hoover Street
Morris IL 60450

By: 
(Signature)
Title: Chad Brandt, President

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 9th day of August, 2017

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

Chad Brandt
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By [Signature]

Title Vice President

Subscribed and sworn to before me this 9th day of August, 2017

[Signature]
Notary Public

(SEAL)





Route Various
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

WE Brandt Excavating, Inc. 385 E. Hoover Street, Morris, IL 60450 as PRINCIPAL, and Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116 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.

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 9th day of August, 2017

Principal

Brandt Excavating, Inc. (Company Name)
By: Chad Brandt President (Signature and Title)

(Company Name)
By: (Signature and Title)

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

Liberty Mutual Insurance Company (Name of Surety)

Surety By: R.L. McWethy (Signature and Title)



STATE OF Illinois
COUNTY OF DuPage

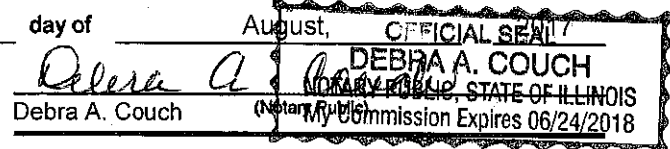
I, Debra A. Couch, a Notary Public in and for said county, do hereby certify that Chad Brandt and R.L. McWethy

(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 9th day of August,

My commission expires June 24, 2018



ELECTRONIC BID

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.

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, R.L. McWethy of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Brandt Excavating, Inc.
Obligee Name: City of Aurora
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of August, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

B17-33
Morningside Avenue Water Main Replacement
Bid opening – August 9, 2017

ADDENDUM NO. 1
Page 1 of 5

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: August 4, 2017

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

1. The items ordered by the engineer amount has been added to the attached revised base and alternate bid schedules.

Sincerely,

Kt Muth

Kurt Muth, P.E.
Professional Engineer
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

Brandt Excavating, Inc

SIGNATURE OF COMPANY REPRESENTATIVE

Joan B. Jenson

B17-33
Morningside Avenue Water Main Replacement
Bid opening – August 9, 2017

ADDENDUM NO. 2

Page 1 of 5

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: August 7, 2017

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

1. Hydrant number 4A on sheet 5 will be relocated to the point of disconnection and the hydrant tee is to be installed as part of the disconnection.
2. The proposed 807 Sixth Avenue service shown on sheet 5 shall connect to the existing 12" water main on the west side of the property and be directionally drilled so that it may be connected at the existing b-box shown west of the house.
3. The pressure connection at Sixth Avenue on the alternate bid shall include the cost of the 5' diameter valve vault as described in SP W.7 – CONNECTIONS TO EXISTING WATER MAINS.
4. The driveway to 784 Morningside Avenue shall be protected to minimize the amount of replacement required while accessing the northeast corner of the property.
5. The disconnect from existing 12" water main quantity has been reduced to zero in the base bid because it will not be a separate activity from the connection as is the case with the alternate bid.

Sincerely,



Kurt Muth, P.E.
Professional Engineer
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 RECEIPT.

COMPANY NAME Brandt Excavating, Inc.

SIGNATURE OF COMPANY REPRESENTATIVE 