

PROPOSAL SUBMITTED BY:

Performance Construction & Engineering, LLC

Contractor's Name

217 W. John Street

Street

P.O. Box

Plano,

IL

60545

City

State

Zip Code



CITY OF AURORA

KANE COUNTY

STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

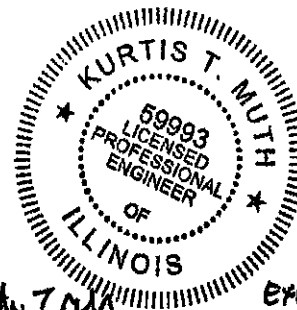
2020 Storm Sewer Extensions and Replacement

AURORA, ILLINOIS

July, 2020

Bid Number 20-36

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



6/29/20

1/26/21

EXP
11/30/21

**Bid 20-36
2020 Storm Sewer Extensions and Replacement
Bid opening – July 15, 2020**

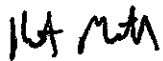
**ADDENDUM NO. 1
Page 1 of 2**

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: July 9, 2020

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

1. A revised bid schedule with an amount for the items ordered by the engineer bid item has been attached for use.
2. The spoils from the Pierce Street improvements in addition to the Lakewood Drive improvements as noted on the exhibit will need to be delivered to the City of Aurora Water & Sewer Maintenance facility at 249 S. River Street instead of Heartland Recycling.
3. Beginning Monday, July 6th, City Hall will be open to the public Monday, Wednesday and Friday but the public will not be able to use the elevator without staff assistance. Bids may be hand delivered on those days.

Sincerely,



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 Performance Construction & Engineering, LLC

SIGNATURE OF COMPANY REPRESENTATIVE Lonnie Avery



Bid Schedule - Addendum No. 1
2020 Miscellaneous
Storm Sewer Extensions
Bid 20-36

Route Ashton Ct, Coach & Surrey Ln, Crestwood Dr
Route Pierce St, Lakeview Dr, Partridge Ct, W. Illinois Ave
Route Hart Rd, Oakhurst Forest Preserve, Saratoga Ponds
County Kane & DuPage
Local Agency City of Aurora

Addendum No. 1					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Select Granular Trench Backfill	CY	154	30.00	4,620.00
2	Exploratory Excavation, 8' Deep	LF	15	25.00	375.00
3	Storm Sewer - 8" PVC SDR-26	LF	60	45.00	2,700.00
4	Storm Sewer - 12" PVC SDR-26	LF	10	80.00	800.00
5	Storm Sewer - 12" DIP	LF	382	82.00	31,324.00
6	Storm Sewer - 12" RCP	LF	336	62.00	20,832.00
7	Storm Sewer - 24" RCP	LF	24	140.00	3,360.00
8	Storm Sewer - 24" RCP (Installation only, materials already purchased to be delivered to site)	LF	48	118.00	5,664.00
9	Storm Sewer - 27" RCP	LF	24	160.00	3,840.00
10	Flared End Section - 12" RCP	EA	1	3,000.00	3,000.00
11	Flared End Section - 24" RCP (Installation only, materials already purchased to be delivered to site)	EA	2	1,500.00	3,000.00
12	Flared End Section w/grate - 27" RCP	EA	1	4,600.00	4,600.00
13	IDOT Inlet Box, Type 24 A	EA	1	500.00	500.00
14	Storm Inlet, Ty A, 2' Dia	LF	7	1,200.00	8,400.00
15	Catch Basin, Ty B, 2' Dia.	EA	2	1,425.00	2,850.00
16	Infiltration Catch Basin, 3' Dia.	EA	2	1,450.00	2,900.00
17	Storm Catch Basin, 3' Dia	EA	2	1,850.00	3,700.00
18	Storm Catch Basin, 4' Dia	EA	1	5,000.00	5,000.00
19	Storm Manhole, Type A, 4' Dia	EA	1	4,800.00	4,800.00
20	Slope box w/Grate	EA	1	500.00	500.00
21	Modify Existing Structure	EA	8	1,200.00	9,600.00
22	Connect to Existing 42" pipe	EA	1	1,200.00	1,200.00
23	Rip Rap, RR3	SY	12	90.00	1,080.00
24	Temporary Pavement, 2"	SY	68	15.00	1,020.00
25	Class D Patching, 5" Binder & 1.5" Surface (All Streets except W. Illinois & Hart Rd)	SY	565	84.00	47,460.00
26	Class D Patching, 10" Binder & 1.5" Surface (W. Illinois, Hart Rd)	SY	58	170.00	9,860.00
27	Detectable Warnings	SF	40	26.00	1,040.00
28	HMA Driveway Removal and Replacement, 4"	SY	5	130.00	650.00
29	PCC Driveway Removal and Replacement, 6"	SY	25	125.00	3,125.00
30	Sidewalk Removal and Replacement, 5"	SF	300	12.50	3,750.00
31	Combination PCC Curb and Gutter Removal and Replacement	LF	470	30.00	14,100.00
32	Aggregate Shoulder	TON	15	32.00	480.00
33	Seeding - Aurora Mix	SY	1,305	10.00	13,050.00
34	Tree Clearing	LSum	1	1,000.00	1,000.00
35	Earth Excavation	CY	135	5.00	675.00
36	Traffic Control	LSum	1	11,900.00	11,900.00
37	Items Ordered by Engineer	LSum	1	\$ 35,000.00	35,000.00
Addendum No. 1 - Estimated Total for Making Entire Improvements =					\$ 267,755.00



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route Various
County Kane
Local Agency City of Aurora
Section _____

PAPER BID BOND

WE Performance Construction & Engineering, LLC as PRINCIPAL,
and North American Specialty Insurance Company as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of July, 2020

Principal

By: _____
(Company Name)
By: [Signature] PRESIDENT
(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.)

By: _____
(Name of Surety)
By: [Signature]
(Signature of Attorney-in-Fact)
Jacqueline L. Drey/Attorney-in-Fact

STATE OF ILLINOIS,

COUNTY OF Kendall

I, CAROLE L. PARNELL, a Notary Public in and for said county,

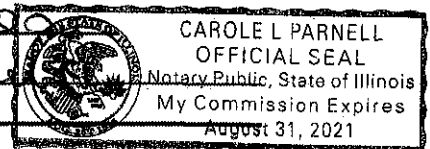
do hereby certify that LONNIE AVERY & JACQUELINE L. DREY
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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 14th day of July, 2020

My commission expires AUG 31, 2021

[Signature]
(Notary Public)



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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY, JACQUELINE L. DREY and DUSTIN COOPER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of April, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation


State of Illinois ss:
County of Cook

On this 17th day of April, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

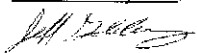
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of July, 20 20.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



Certificate of Eligibility

Contractor No 4684

Performance Construction and Engineering, LLC
217 W. John Street PLANO, IL 60545

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

\$4,650,000.00

001	EARTHWORK	\$600,000
012	DRAINAGE	\$4,325,000
017	CONCRETE CONSTRUCTION	\$175,000
034	DEMOLITION	\$600,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/25/2020 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 6/26/2020.

Tim Kell
Engineer of Construction

PROPOSAL

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

1. Proposal of Performance Construction & Engineering, LLC
for the improvement known as the *2020 Storm Sewer Extensions and Replacement, Bid 20-36*.
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.
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:



(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 Performance Construction & Engineering, LLC

Signed By 

President

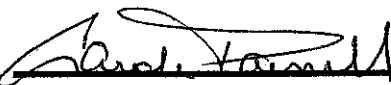
Business Address 217 W. John Street, Plano, IL 60545

President Lonnie Avery

Secretary _____

Treasurer _____

Attest:



Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

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

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

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

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

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

COMPANY NAME Performance Construction & Engineering, LLC

ADDRESS 217 W. John Street

CITY/STATE/ZIP CODE Plano, IL 60545

NAME OF CORPORATE/COMPANY OFFICIAL Lonnie Avery

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE 02/13/2020

Subscribed and Sworn to

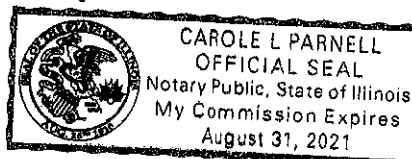
TELEPHONE (630) 918-1237

Before me this 13th day

FAX No. (866) 636-1301

of July, 2020


Notary Public



STATE OF ILLINOIS)

County of Kane

\$\$.

(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 13th day of July, 2020.

By 
(Signature of Bidder's Executing Officer)


Lonnie Avery
(Print name of Bidder's Executing Officer)

President
(Title)

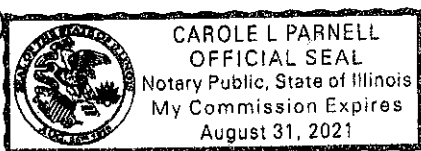
ATTEST/WITNESS:

By *Paul Tarnell*
Title Secretary

Subscribed and sworn to before me this
13th day of July, 2020.


Notary Public

(SEAL)



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

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

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: Performance Construction & Engineering, LLC By: _____

(Signature)

Address: 217 W. John Street, Plano, IL 60545

Title: President

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

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

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



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

July 20, 2020

PCE-Performance Construction & Engineering, LLC
217 W. John St.
Plano, IL 60545

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

Dear Sir or Madam:

At the request of PCE- Performance Construction & Engineering, LLC, 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, PCE- Performance Construction & Engineering, LLC, 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

Caroline Frausto
Caroline Frausto

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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

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



December 31, 1978

Date Revised June 23, 2011

Registration No.

IL008780173

William F. Solis
Secretary of Labor

John V. Ladd
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 (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



Hilda J. Solis
Secretary of Labor

Ann V. Hall
Administrator, Office of Apprenticeship

Executive Director

Thomas Nordeen

22 July 2020

Labor Trustees

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

Mr. Lonnie Avery
217 W. John Street
Plano, IL 60545

Management Trustees

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


Dear Mr. Avery

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 PCE-Performance Construction and Engineering, LLC is indeed signatory to the Fox Valley Laborers' Health & Welfare Fund 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

Carol Stream Location

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

Chicago Location

5700 West Homer Street
Chicago IL 60639
(773) 413-3315

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.

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 Swager

Administrator, Apprenticeship Training, Employer and Labor Services