

**PROPOSAL SUBMITTED BY:**

H. Linden & Sons Sewer and Water, Inc.

*Contractor's Name*

722 E. SOUTH ST. UNIT D  
PLANO, IL 60545

*Street*

*P.O. Box*

*City*

*State*

*Zip Code*



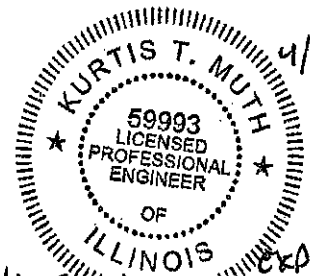
CITY OF AURORA  
KANE COUNTY  
STATE OF ILLINOIS

**PROPOSAL AND SPECIFICATIONS FOR  
E. Indian Trail Water Main Replacement  
& Bike Path Extension**

**AURORA, ILLINOIS**

March, 2019  
Bid 19-26

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



Handwritten initials: KTM  
Handwritten date: 4/25/19  
Handwritten initials: KTM  
Handwritten date: 11/30/19

**City of Aurora  
Bid 19-26**

**NOTICE TO BIDDERS**

**Time and Place of Opening of Bids**

Sealed proposals for the improvement described below will be received at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507 until 2:00 P.M., May 15, 2019. Proposals will be opened and read publicly at 2:00 P.M., May 15, 2019 at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507.

**Description of Work**

Name: E. Indian Trail Water Main Replacement & Bike Path Extension

Location: E. Indian Trail west of Farnsworth Avenue.

Proposed Improvement: Installation of 680 LF of 16" ductile iron water main, a 700' long, 8' wide HMA bike path and other miscellaneous appurtenances all in accordance with the plans and specifications.

**Bidder Instructions**

1. Plans, specifications, and proposal forms will be available on Monday, April 29, 2019 and may be obtained at the Purchasing Office, 44 East Downer Place, Aurora, Illinois 60507 during normal business hours, by calling 630-256-3550 or online at: <https://www.aurora-il.org/bids.aspx>. Contact Person: Kurt Muth (630) 256-3200.
2. Prequalification of Bidders as contained in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" is required on this project. All proposals must be accompanied by a proposal guaranty as outlined in the Proposal form.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. Any bidder who owes the City money may be disqualified at the City's discretion.
5. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The City of Aurora has a local preference ordinance that would apply to this contract.

By Order of  
City Clerk  
City of Aurora



Route E. Indian Trail Water Main
County Kane
Local Agency City of Aurora
Project

RETURN WITH BID

PAPER BID BOND

WE H Linden & Sons Sewer & Water, Inc. 722 E. South Street, Unit D, Plano, IL 60545 as PRINCIPAL, and North American Specialty Insurance Company 1200 Main Street, Suite 800, Kansas City, MO 64105 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 29th day of May, 2019

Principal

H. Linden & Sons Sewer & Water, Inc. (Company Name)

By: Steven Linden (Signature and Title) Secretary/Treasurer

(Company Name)

By: (Signature and Title)

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

North American Specialty Insurance Company (Name of Surety)

Surety

By: Ann Waters (Signature of Attorney-in-Fact)



STATE OF Illinois COUNTY OF DuPage

I, Kimberly R. Holmes, a Notary Public in and for said county, do hereby certify that Steven Linden and Ann Waters

(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 & 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 29th day of May, 2019

My commission expires December 29, 2021

Kimberly R. Holmes (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

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 Kansas City, Missouri, 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 Kansas City, Missouri, each does hereby make, constitute and appoint: Ann Waters

Principal: H. Linden & Sons Sewer & Water, Inc. Bond Number: Bid Bond
Obligee: Illinois Department of Transportation Bond Amount: See Bond Form
Bond Description: E. Indian Trail Water Main

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: FIFTY MILLION (\$50,000,000.00) 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 both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, 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 [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, 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 Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, 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.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, 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 and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of May, 2019.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## PROPOSAL

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

H. Linden & Sons Sewer and Water, Inc.

1. Proposal of \_\_\_\_\_  
for the improvement known as the **E. Indian Trail Water Main Replacement & Bike Path Extension, Bid 19-26.**
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:



**Schedule of Prices**  
**E. Indian Trail Water Main Replacement**  
**& Bike Path Extension**  
**Bid 19-26**

Route E. Indian Trail  
 County Kane  
 Local Agency City of Aurora

**RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Water Valve Box in Pavement	EA	5	300.00	1,500.00
2	Valve Vault to be Abandoned	EA	3	1,000.00	3,000.00
3	Valve Vault to be Adjusted	EA	2	1,200.00	2,400.00
4	Water Valve Box to be adjusted	EA	1	100.00	100.00
5	Catch Basin to be removed	EA	1	700.00	700.00
6	Unsuitable Soil RR	CY	14	50.00	700.00
7	Exploration Trench, 8 Ft	LF	30	41.00	1,230.00
8	Signs to be removed	EA	2	200.00	400.00
9	Apartment Complex Sign to be Relocated	EA	1	300.00	300.00
10	Light Post to be Removed and Relocated	EA	2	1,000.00	2,000.00
11	Electrician Allowance	LS	1	\$6,000.00	\$6,000.00
12	Trench Backfill	CY	730	25.00	18,250.00
13	Sanitary Sewer Removal and Replacement w/ 8" PVC C-900	FT	22	78.00	1,716.00
14	Storm Sewer Removal and Replacement w/ 12" Rubber Gasket RCP	FT	74	82.00	6,068.00
15	Water Main Casing Pipe, 24" PVC C-905	FT	24	140.00	3,360.00
16	Zinc Coated DIP WM, CI 52, 6" w/V-bio Polywrap	FT	40	90.00	3,600.00
17	Zinc Coated DIP WM, CI 52, 12" w/V-bio Polywrap	FT	10	140.00	1,400.00
18	Zinc Coated DIP WM, CI 52, 16" w/V-bio Polywrap	FT	680	175.00	119,000.00
19	Restrained Joint Gasket, 16"	EA	10	200.00	2,000.00
20	Line Stop, 6"	EA	1	4,000.00	4,000.00
21	Line Stop, 16"	EA	1	20,000.00	20,000.00
22	6" MJ Gate Valve in 48" Vault	EA	2	4,000.00	8,000.00
23	16" MJ Gate Valve in 60" Vault	EA	2	10,000.00	20,000.00
24	Fire Hydrant Assembly Removal	EA	3	750.00	2,250.00
25	Fire Hydrant Assembly	EA	3	6,000.00	18,000.00
Page 1 Total					245,974.00





**Schedule of Prices  
E. Indian Trail Water Main Replacement  
& Bike Path Extension  
Bid 19-26**

Route Tollview Avenue  
 County Kane  
 Local Agency City of Aurora

**RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
26	Connect to Existing 6" WM	EA	2	4,000.00	8,000.00
27	Connect to Existing 12" Valve	EA	1	5,000.00	5,000.00
28	Additional Fittings	LB	600	10.00	6,000.00
29	Storm Inlet, Type B, 2' Dia. w/Type 8 Grate	EA	1	1,000.00	1,000.00
30	Storm Sewer, 12" RCP	FT	20	75.00	1,500.00
31	Temporary Pavement, 2"	SY	145	10.00	1,450.00
32	HMA Driveway Patching, 2.5" Binder & 1.5" Surface	SY	50	48.00	2,400.00
33	Class D Patching, 12.5" Binder & 1.5" Surface	SY	145	175.00	25,375.00
34	Bike Path Pavement Removal	SY	35	10.00	350.00
35	Earth Excavation	CY	150	32.00	4,800.00
36	Aggregate Base Course, Type A, 12"	SY	625	12.00	7,500.00
37	Bituminous Materials (Prime Coat)	GAL	420	1.00	420.00
38	Hot Mix Asphalt, Binder Course, N50, 2.5" (Bike Path)	TON	80	140.00	11,200.00
39	Hot Mix Asphalt, Surface Course, N50, 1.5" (Bike Path)	TON	50	150.00	7,500.00
40	Tree Removal	UNIT	24	50.00	1,200.00
41	Supply & Plant Replacement Trees, 2" Dia.	EA	2	650.00	1,300.00
42	Combo PCC Curb and Gutter RR	FT	70	55.00	3,850.00
43	Seeding - Aurora Mix	SY	900	10.00	9,000.00
44	Items Ordered by Engineer	Allow	1	\$35,000.00	\$35,000.00
45	Traffic Control and Protection	LS	1	20,000.00	20,000.00
46	Inlet Filters	EA	6	140.00	840.00
47	Dewatering Bag	EA	1	10.00	10.00
48	Temporary Staging	CY	100	20.00	2,000.00
49	Non-Special Waste Disposal	TON	25	34.00	850.00
50	Special Waste Disposal	TON	25	34.00	850.00
Page 2 Total =					157,375.00
Total Carried Forward from Page 1 =					245,974.00
<b>Total Amount for All Improvements =</b>					<b>403,369.00</b>



**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)

H. Linden & Sons Sewer and Water, Inc.

Corporate Name \_\_\_\_\_

Signed By Brian Linden \_\_\_\_\_

President

Business Address 722 E. SOUTH ST. UNIT D  
PLANO, IL 60545 \_\_\_\_\_

President Brian Linden \_\_\_\_\_

Secretary Steve Linden \_\_\_\_\_

Treasurer Steve Linden \_\_\_\_\_

Attest: St L L \_\_\_\_\_  
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. O18-054, adopted on June 26, 2018.
- 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 H. Linden & Sons Sewer and Water, Inc.

ADDRESS 722 E. SOUTH ST. UNIT D  
PLANO, IL 60545

CITY/STATE/ZIP CODE \_\_\_\_\_

NAME OF CORPORATE/COMPANY OFFICIAL Steve Linden  
PLEASE TYPE OR PRINT CLEARLY

TITLE Sec / Treas

AUTHORIZED OFFICIAL SIGNATURE St LL

DATE 5/29/19

Subscribed and Sworn to

TELEPHONE (630) 552-9955

Before me this 29<sup>th</sup> day

FAX No. (630) 522-0955

of MAY, 2019

Bullock  
Notary Public

# 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:

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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.

*see attached*

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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.

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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: H. Linden & Sons Sewer and Water, Inc.

Address: 722 E. SOUTH ST. UNIT D  
PLANO, IL 60545

By: *H. L.*  
(Signature)

Title: Sec/Treas

STATE OF ILLINOIS )  
 ) ss.  
County of Kendall )

**BIDDER'S TAX CERTIFICATION**

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 29<sup>th</sup> day of May, 2019.

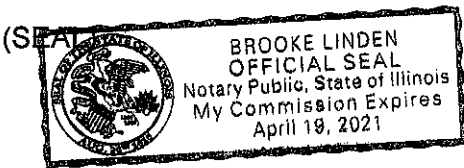
By Brian Linden  
(Signature of Bidder's Executing Officer)  
Brian Linden  
(Print name of Bidder's Executing Officer)  
President  
(Title)

ATTEST/WITNESS:

By St 22  
Title Sec Treas

Subscribed and sworn to before me this  
29<sup>th</sup> day of May, 2019.

B. Linden  
Notary Public



**Bid 19-26**  
**E. Indian Trail Water Main Replacement & Bike Path Extension**  
**Bid opening - ~~May 15, 2019~~ May 29, 2019**

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

**TO: All Bidders**

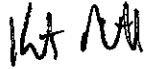
**FROM: Engineering Division, City of Aurora**

**DATE: May 14, 2019**

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

1. The bid opening for this project is being extended two weeks to allow additional time for easement acquisition. Bids will now be opened on May 29<sup>th</sup> at 2 p.m.

Sincerely,



Kurt Muth, P.E.  
Construction 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** H. Linden & Sons Sewer and Water, Inc.

**SIGNATURE OF COMPANY REPRESENTATIVE** 

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

April 23, 2018

H. Linden & Sons  
722 E. South Street, Unit D  
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 H. Linden & Sons., 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, H. Linden & Sons, 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

Beth Hickey

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*

*Abdullah F. Solis  
Secretary of Labor  
A. V. Hall  
Administrator, Office of Apprenticeship*

**LiUNA!**  
Chicagoland  
**LABORERS'**  
District Council Training & Apprentices Fund

42-1

[chicagolaborers.org](http://chicagolaborers.org)

23 April 2018

**Executive Director**

Thomas Nordeen

**Labor Trustees**

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

**Management Trustees**

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

H. Linden & Sons Sewer & Water, Inc.  
722 E. South Street, Unit D  
Plano, Illinois 60545

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 H. Linden & Sons Sewer & Water, Inc. is indeed signatory to the Fox Valley Welfare and Pension Fund and contributes to the Laborers Apprenticeship Fund.

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

**Chicago Location**

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



**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 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

IL 017990001

Registration No.



R. J. Chao

Secretary of Labor

Anthony Swagie

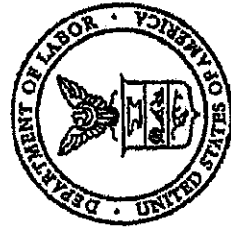
Administrator, Apprenticeship Training, Employer and Labor Services

# U.S. DEPARTMENT OF LABOR

## Office of Apprenticeship Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
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*Registered as part of the National Apprenticeship System  
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*December 31, 1978*  
Date Revised *June 23, 2011*

Registration No. **IL008780173**

*Alfred J. Solis*  
Secretary of Labor  
*Ann V. Hall*  
Administrator, Office of Apprenticeship



# Illinois Department of Transportation

# Certificate of Eligibility

Contractor No 3445

H. Linden & Sons Sewer and Water, Inc.  
722 E. South Street, Unit D 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

\$19,428,000.00

001	EARTHWORK	\$1,050,000
012	DRAINAGE	\$5,025,000
034	DEMOLITION	\$275,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/17/2018 TO 4/30/2019 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 8/17/2018.

*Tim Bell*

Engineer of Construction