PROPOSAL SUBMITTED BY:		
Swallow Construction		
Contractor's Name		
490 Topsoil Dr		
Street		P.O. Box
West Chicago	IL	60185
vvcst officago		



CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

East New York Street Water Main Replacement

## AURORA, ILLINOIS

January, 2022 Bid Number 22-02

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





Date

Local Agency
Proposal Bid Bond

E. New York Street Water Main Replacement - Bid 22-02
Route Various

County	Kane
RETURN WITH BID Local Agency	City of Aurora
Section	
PAPER BID BOND	
WE Swallow Construction Corporation, 490 Topsoil Drive, West Chicago, IL 60185	as PRINCIPAL,
and Old Republic Surety Company, P. O. Box 1635, Milwaukee, WI 53201-1635	as SURETY,
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal so for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrur	sum. We bind ourselves, our heirs,
WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submit acting through its awarding authority for the construction of the work designated as the above section.	tting a written proposal to the LA
THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above desi shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performation of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Co Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.	ance of the work, and furnish
IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with an preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the fortogether 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 respective officers this 26th day of January, 2022	ed by their
respective officers this 26th day of January, 2022  Principal	
Swallow Construction Corporation	
(Company Name) (Comp	any Name)
By: President By: (Signature and Title)	re and Title)
(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of ea	
Surety X	· · · · · · · · · · · · · · · · · · ·
Old Republic Surety Company  By:	
	Attorney-in-Fact)
STATE OF ILLINOIS,	
COUNTY OF DuPage  J. Sherry Bacskai , a Notary Public in and for said county,	
do hereby certify that & James I. Moore	
(Insert names of individuals signing on behalf of PRINCIPAL & SU	
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrum SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered voluntary act for the uses and purposes therein set forth.	id instruments as their free and
	SHERRY BACSKAI OFFICIAL SEAL
My commission expires 10/22/2023	Notary Public, State of Illinois My Commission Expires
(Notary Pr	ublic) October 22, 2023
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 Proposa an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown ab venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and data contractor in the venture.)  Electronic Bid Bond ID Code (Company/Bidder Name)	al Bid Bond Form. By providing bond has been executed and pove. (If PRINCIPAL is a joint

(Signature and Title)



## **POWER OF ATTORNEY**

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

## James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows: Execution Date: January 26, 2022

## ALL WRITTEN INSTRUMENTS

Principal: Swallow Construction Corporation

Obligee: City of Aurora

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

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

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be

affixed this 21	st_day of _July	U	CORPORATE OF PARTIE	OLD REPUBLIC SURETY COMPANY  Man Maic  President	
On this and who executed the they are the said	Karen J Haffner ne above instrument, and they d officers of the corporation afor	July , 2  , to n each acknowledged the exresaid, and that the seal aff	ecution of the same, and being by ixed to the above instrument is the	Alan Pavlic  Officers of the OLD REPUBLIC SURETY COMPAN  me duly sworn, did severally depose and say: that seal of the corporation, and that said corporate sea	at
and their signati	ures as such officers were duly a	affixed and subscribed to th	ne said instrument by the authority o	of the board of directors of said corporation.	-

CERTIFICATE

September 28, 2022 (Expiration of notary's commission does not invalidate this instrument)

My Commission Expires:

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

SEAL STATE	Signed and sealed at the City of Brookfield, WI this	26th	day of	January	2022
1981 Page			Kaun	Ox Haffw	ن

ORSC 22262 (3-06)

## **PROPOSAL**

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

- Proposal of Swallow Construction Corp for the improvement known as the East New York Street Water Main Replacement, Bid 22-02.
- 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 <u>5% Bid Bond</u> 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 - Addendum No. 2 East New York Street Water Main Replacement Bid 22-02

Route	East New York Street
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

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

ADI	(For complete information covering these items, see DENDUM NO. 2	, and c	,		
<u>NO</u> .	<u>ITEM</u>	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Valve Box	EA	16	\$ 240.00	\$ 3,840.00
2	Abandon Valve Vault	EA	14	\$ 85.00	\$ 1,190.00
3	Select Granular Trench Backfill	CY	3,600	\$ 0.01	\$ 36.00
4	Unsuitable Soil Removal and Replacement	CY	120	\$ 5.00	\$ 600.00
5	Exploration Excavation, 8 Ft	LF	100	\$ 15.00	\$ 1,500.00
6	Exploration Excavation, 10 Ft	LF	15	\$ 25.00	
7	Restrained Joint Gasket, 6"	EA	2	\$ 125.00	\$ 250.00
8	Restrained Joint Gasket, 8"	EA	20	\$ 125.00	\$ 2,500.00
9	Restrained Joint Gasket, 12"	EA	16	\$ 200.00	\$ 3,200.00
10	Zinc Coated DIP WM, Cl 52, 6" w/V-bio Polywrap	LF	149	\$ 63.50	\$ 9,461.50
11	Zinc Coated DIP WM, Cl 52, 8" w/V-bio Polywrap	LF	3,343	\$ 125.00	\$ 417,875.00
12	Zinc Coated DIP WM, Cl 52, 12" w/V-bio Polywrap	LF	1,559	\$ 150.00	\$ 233,850.00
13	6" MJ Gate Valve in 48" Vault	EA	1	\$ 3,050.00	\$ 3,050.00
14	8" MJ Gate Valve in 48" Vault	EA	11	\$ 5,550.00	\$ 61,050.00
15	12" MJ Gate Valve in 60" Vault	EA	5	\$ 9,500.00	\$ 47,500.00
16	8" MJ Gate Valve w/Valve Box	EA	1	\$ 2,400.00	\$ 2,400.00
17	12" MJ Gate Valve w/Valve Box	EA	1	\$ 3,500.00	\$ 3,500.00
18	Temporary 12" MJ Cap w/ 3 - 2" Whips & Removal	EA	1	\$ 5,750.00	\$ 5,750.00
19	Fire Hydrant Assembly Removal	EA	11	\$ 63.00	\$ 693.00
20	Fire Hydrant Assembly	EA	14	\$ 9,750.00	\$ 136,500.00
21	Sanitary Service Removal and Replacement, 6" PVC C-900	LF	70	\$ 65.00	\$ 4,550.00
22	1" Dia. Curb Stop & B-box	EA	47	\$ 350.00	\$ 16,450.00
23	1.5" Dia. Curb Stop & B-box	EA	1	\$ 535.00	\$ 535.00
24	2" Dia. Curb Stop & B-box	EA	2	\$ 750.00	\$ 1,500.00
25	1" Dia. Tap and Corp Stop	EA	47	\$ 3,500.00	\$ 164,500.00
26	1.5" Dia. Tap and Corp Stop	EA	1	\$ 3,750.00	\$ 3,750.00
27	2" Dia. Tap and Corp Stop	EA	2	\$ 4,000.00	\$ 8,000.00
28	1" Water Service, Trenchless	LF	3,360	\$ 10.00	\$ 33,600.00
29	1.5" Water Service, Trenchless	LF	72	\$ 15.00	\$ 1,080.00
30	2" Water Service, Trenchless	LF	225	\$ 23.50	\$ 5,287.50
31	Connect to Existing 6" WM	EA	8	\$ 5,750.00	\$ 46,000.00
32	Connect to Existing 8" WM	EA	1	\$ 5,850.00	\$ 5,850.00
33	Connect to Existing 12" WM	EA	5	\$ 6,150.00	\$ 30,750.00
34	Water Main Cold Weather Protection	LF	150	\$ 30.50	
				Page 1 Total =	\$ 1,261,548.00



## Schedule of Prices - Addendum No. 2 East New York Street Water Main Replacement Bid 22-02

Route	East New York Street	
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
35	Water Main Lowering, 8" DIP CL 52	LF	80	\$	167.00	\$ 13,360.00
36	Water Main Lowering, 12" DIP CL 52	LF	25	\$	264.00	\$ 6,600.00
37	Temporary Pavement, 2"	SY	900	\$	14.00	\$ 12,600.00
38	Class D Patching, N70, 6" Binder (Sta 163+50 to East Connection)	SY	300	\$	45.00	\$ 13,500.00
39	Class D Patching, N70, 5.5" Binder, 1.5" Surface (Trask to Calhoun Side Roads)	SY	150	\$	65.00	\$ 9,750.00
40	Class D Patching, N70, 16" Binder (Ohio to Calhoun; Farnsworth to Sta 163+50)	SY	3,900	\$	50.00	\$ 195,000.00
41	Class D Patching, N70, 14.5" Binder, 1.5" Surface (Calhoun to Farnsworth)	SY	450	\$	55.00	\$ 24,750.00
42	Sawcut, Full Depth (for Patching)	LF	11,000	\$	1.00	\$ 11,000.00
43	Combination PCC Curb and Gutter Removal and Replacement	LF	100	\$	45.50	\$ 4,550.00
44	Combination PCC Curb and Gutter Removal, Special	LF	80	\$	1.50	\$ 120.00
45	PCC Sidewalk Rem. and Replace, 5"	SF	150	\$	10.00	\$ 1,500.00
46	PCC Sidewalk Removal, Special	SF	575	\$	0.55	\$ 316.2
47	PCC Drive Approach Removal & Replacement, 6", Residential	SY	60	\$	112.63	\$ 6,757.80
48	PCC Drive Approach Removal & Replacement, 8", Commercial	SY	60	\$	114.07	\$ 6,844.20
49	HMA Drive Approach Removal & Replacement, 2", Residential	SY	20	\$	59.74	\$ 1,194.80
50	HMA Drive Approach Removal & Replacement, 4",	SY	110	\$	68.35	\$ 7,518.50
51	Commercial Brick Driveway Approach Removal and Replacement,	SF	25	\$	36.90	\$ 922.50
52	Residential Seeding - Aurora Mix	SY	600	\$	13.25	\$ 7,950.00
53	Interior Service Connection Allowance	Allowance	1	\$	80,000.00	\$ 80,000.00
54	Items Ordered by Engineer	Allowance	1	\$	250,000.00	\$ 250,000.00
55	Traffic Control and Protection	LS	1	\$	275,000.00	\$ 275,000.00
56	Temporary Pavement Marking, 4" Line, Paint	LF	11,600	\$	0.30	\$ 3,480.00
57	Pavement Marking Removal, Grinding	SF	4,500	\$	0.40	\$ 1,800.00
58	Thermoplastic Pavement Marking - Letters & Symbols	SF	200	\$	8.15	\$ 1,630.00
59	Thermoplastic Pavement Marking - Line 4"	LF	1,500	\$	1.35	\$ 2,025.00
60	Thermoplastic Pavement Marking - Line 6"	LF	670	\$	2.15	\$ 1,440.50
61	Thermoplastic Pavement Marking - Line 24"	LF	90	\$	8.15	\$ 733.50
62	Changeable Message Sign	CAL DAY	300	\$	30.00	\$ 9,000.00
63	Inlet Protection	EA	40	\$	150.00	\$ 6,000.00
64	Dewatering Bag	EA	5	\$	20.00	\$ 100.0
65	Temporary Staging	CY	50	\$	0.25	\$ 12.50
				\$	1.00	\$ 1,600.00
66	Non-Special Waste Disposal	TON	1600	+		
67	Special Waste Disposal	TON	100	\$	1.00	\$ 100.0
					Page 2 Total =	\$ 957,155.55
					Page 1 Total =	\$ 1,261,548.00



(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 Swallow Construction	
	Signed By	Anthony Rendina President
	Business Address 490 Topsoil Dr	
	West Chicago, IL 60	185
	President Anthony Rendina	
	SecretaryAnthony Rending	na
Ple	Treasurer Anthony Rendin	a

Secretary

Vice President

## **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 Sates Department of Labor.
  - ☑ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.
  - Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.
- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

30 ILCS 570/).	
COMPANY NAME Swallow Construction	
ADDRESS 490 Topsoil Dr	<u> </u>
CITY/STATE/ZIP CODE West Chicago, IL 60185	
NAME OF CORPORATE/COMPANY OFFICIAL Anth	ony Rendina
TITLE President	ASE TYPE OR PRINT CLEARLY
AUTHORIZED OFFICIAL SIGNATURE	
DATE <u>01/26/2022</u>	Subscribed and Sworn to
TELEPHONE (630 ) 512-9900	Before me this 26th day
FAX No. (630 ) 512-9902	of January , 22 22
E-MAIL ADDRESS Anthony@swallowconstruction.net	Notary Public )
Bid Number 22-02	OFFICIAL SEAL TAMMY DUNAGAN NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:02/21/24



## Certificate of Eligibility

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

5866 Contractor No 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

EARTHWORK 001

\$1,925,000

DRAINAGE

INCLUSIVE, AND SUPERSEDES ANY THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN 4/30/2022 2 7/29/2021 THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM ISSUED AT SPRINGFIELD, ILLINOIS ON 7/29/2021.

Engineer of Construction

## **Apprenticeship or Training Program Certification**

Return with Bid

All con	tractors are required to complete the following certification:
☑ F	or this contract proposal or for all groups in this deliver and install proposal.
□ Fo	or the following deliver and install groups in this material proposal:
requires all other bidders' approve and Tra	y of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, is this contract to be awarded to the lowest responsive and responsible bidder. In addition to responsibility factors, this contract or deliver and install proposal requires all bidders and all subcontractors to disclose participation in apprenticeship or training programs that are ed by and registered with the United States Department of Labor's Bureau of Apprenticeship ining, and applicable to the work of the above indicated proposals or groups. Therefore, all 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.
contractor bidder is a craft job corequires  Department	irements of this certification and disclosure are a material part of the contract, and the responsible for making a complete report and shall make certain that each type of work or category that will be utilized on the project is accounted for and listed. The City of Aurora a copy of each applicable Certificate of Registration issued by the United States ent of Labor evidencing such participation by the contractor and any or all of its factors be included with the bid in order to qualify to bid on the project.
Bidder:	Swallow Construction By: Anthony Rendina (Signature)

Title: President

Address: 490 Topsoil Dr, West Chicago, IL 601885

7/15/2021 8:25 AM FROM: 708-354-0932 TO: +16305129902 P. 3

## INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M AFFILIATED WITH THE A.P.L.-C.LO. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY PRESIDENT-BUSINESS MANAGER



1708) 482-8600 - FAX (708) 482-7186 5200 JOLIET ROAD COUNTRYSIDE, IL 60525-3892

July 15, 2021

Swallow Construction Corp. 490 Topsoil Drive West Chicago II 60185

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

Dear Sir or Madam:

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

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

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

Very truly yours.

IUOE, Local 150, AFL-CIO District 1 dispatch office

Colleen Lox

**Enclosures: Certificates** 

## Britis Department of 246

Certificate of Registration of Apprenticeship Program Office of Apprenticeship

Operating Engineers Local 150 Apprenticeship Fund Wilmington, Illinois For the Trade — Operating Angineer (Heavy Aquipment Technician)

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

2002 Pale Revised June 21, 2011

IC012020003

Registration Sta.

Certificate of Aegistration of Apprenticeship Program Office of Apprenticeship

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

Registered as part of the Kational Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Babor

Holle L Delle Sourter of Balin Superculivation Statement of Balin Superculivation

December 31, 1978 ... Revised June 23, 2011

IC008780173





**Executive Director** 

Thomas Nordeen

Labor Trustees

William Martin

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

Management Trustees

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

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

Chicago Location 5700 West Homer Street Chicago IL 60639

15 July 2021

Sandra Chiquet Swallow Construction Corp

490 Topsoil Drive West Chicago, IL 60185

Dear Sandy:

Enclosed you will please find a copy of the Department of Labor certification

that you requested recently.

You may also use this letter as verification that Swallow Construction Corp. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

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

Yours very truly,

Felicita Ruiz

Assistant Office Manager



## States Bepartment of States

Office of Apprenticeship Araining, Amplayer and Ashar Services Qureau of Apprenticeship and Training

Chicagoland Laborers' J.A.1.C. Carol Stream, Minois Certificate of Registration

Registered as part of the Kational Apprenticeship Program for the Inade - Construction Craft Laborer

in accordance with the basic standards of apprenticeship established by the Secretary of Babor

April 12, 1999

Park REVISED August 13, 2004

11.017990001





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

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

July 17, 2021

To Whom It May Concern:

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

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

Very Truly Yours,

Rose Wyler

Administrative Assistant

cc: file

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

# White States Department of Labor.

Certificate of Registration of Apprenticeship Program Illinois Teamsters Joint Council No. 25 Employers JATF Joliet, Illinois Offic at Apprenticeship

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Babor For The Irade of: Construction Driver

June 22, 2005

Dale Revised: April 8, 2016

IL8151005004

THE THE PARTY OF T

9. B

Secretary of Babor

Chinistrator, Office of Apprenticeship

Registration No.

STATE OF ILLINOIS)	
)	SS.
County of Kane )	

## **BIDDER'S TAX CERTIFICATION**

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

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

DATED this 26th day of	January, 22_22
Ву	(Signature of Bidder's Executing Officer)
	Anthony Rendina (Print name of Bidder's Executing Officer)
	(Fillit flame of bidder's Executing Officer)
	President (Title)
ATTEST/WITNESS:  By Robert Gatto  Title Vice President	
Subscribed and sworn to before me this  26 day of January, 22 22.  Notary Public	
(SEAL)  OFFICIAL SEAL  TAMMY DUNAGAN  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES:02/21/24	

Bid Number 22-02



## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, amended with ordinance O20-029 approved April 28, 2020.

	1)	1) Date Submitted:	<u>ar ha afar kaj fijo kaj kaj kaj dia kaj d</u> a dia	
		2) Name of Business:		
	3)	3) Address of Local Office:		
	4)	4) City, State, Zip:		
	5)	5) Company's Web Address:		
	6)	6) Phone:	Fax:	
	7)	7) County your Local Business is Located In:		
		Submitted By (Signature):		
		Print Name and Title:		
		Email Address:		
	Sec	Sec. 2-410Prequalification; local bidder.		
(a)	<ul> <li>Sec. 2-410Prequalification; local bidder.</li> <li>If an interested business would like to prequalify as a "local business", such a business shall complete and submit th prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department: <ul> <li>a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive month prior to the submission of the prequalification application; and</li> <li>b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and</li> <li>c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor it defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) day or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parkin tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.</li> </ul> </li> <li>Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.  Please note for (a) c. above the City of Aurora will verify internally that your company does not have an outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.</li> </ul>			
	Cit	Return completed application, with all required ba City of Aurora, Attn: Purchasing Division, 44 E. D Or email to: <u>PurchasingDL@Aurora-il.org</u>		
	Do	Do not write below this line: For City of Aurora use C	ONLY	
(a)				
(a) (a)				
(a)	C.	<b>c.</b>		
	Dat	Date:		
	Ap	Approved:D	enied:	
	Let	Letter Sent: In	itials:	

Bid 22-02
East New York Street Water Main Replacement
Bid opening: January 26, 2022

## ADDENDUM NO. 1 Page 1 of 4

TO:

All Bidders

FROM:

**Engineering Division, City of Aurora** 

DATE:

January 24, 2022

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

- 1. Preliminary CCDD findings indicated Non-Special Waste Disposal at a landfill for soil disposal of excavations from approximately station 160+00 to 164+50 associated with soil boring 2 as shown in the attached Figure 3 Exclusion Zone Map. The remaining soil sample locations are expected to fall under an LPC-663 for CCDD disposal.
- 2. A revised bid schedule is attached to increase the quantity of pay item 66 for Non-Special Waste Disposal.

Sincerely,

John D. Hoffmann, 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 <a href="mailto:hoffmannj@aurora.il.us">hoffmannj@aurora.il.us</a> IMMEDIATELY UPON RECIEPT.

COMPANY NAME Swallow Construction

SIGNATURE OF COMPANY REPRESENTATIVE





## Schedule of Prices - Addenda No. 1 East New York Street Water Main Replacement Bid 22-02

Route	East New York Street	
County	Kane	
Local Agency	City of Aurora	

RETURN WITH BID

NO.	<u>ITEM</u>	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Valve Box	EA	16		
2	Abandon Valve Vault	EA	14		
3	Select Granular Trench Backfill	CY	3,600		
4	Unsuitable Soil Removal and Replacement	CY	120		
5	Exploration Excavation, 8 Ft	LF	100		
6	Exploration Excavation, 10 Ft	LF	15		
7	Restrained Joint Gasket, 6"	EA	2		
8	Restrained Joint Gasket, 8"	EA	20		
9	Restrained Joint Gasket, 12"	EA	16		
10	Zinc Coated DIP WM, CI 52, 6" w/V-bio Polywrap	LF	149		
11	Zinc Coated DIP WM, Cl 52, 8" w/V-bio Polywrap	LF	3,343		
12	Zinc Coated DIP WM, CI 52, 12" w/V-bio Polywrap	LF	1,559		
13	6" MJ Gate Valve in 48" Vault	EA	1		
14	8" MJ Gate Valve in 48" Vault	EA	11		
15	12" MJ Gate Valve in 60" Vault	EA	5		
16	8" MJ Gate Valve w/Valve Box	EA	1		
17	12" MJ Gate Valve w/Valve Box	EA	1		
18	Temporary 12" MJ Cap w/ 3 - 2" Whips & Removal	EA	1		
19	Fire Hydrant Assembly Removal	EA	11		
20	Fire Hydrant Assembly	EA	14		
21	Sanitary Service Removal and Replacement, 6" PVC C-900	LF	70		
22	1" Dia. Curb Stop & B-box	EA	47		
23	1.5" Dia. Curb Stop & B-box	EA	1		
24	2" Dia. Curb Stop & B-box	EA	2		
25	1" Dia. Tap and Corp Stop	EA	47		
26	1.5" Dia. Tap and Corp Stop	EA	1		
27	2" Dia. Tap and Corp Stop	EA	2		
28	1" Water Service, Trenchless	LF	3,360		
29	1.5" Water Service, Trenchless	LF	72		
30	2" Water Service, Trenchless	LF	225		
31	Connect to Existing 6" WM	EA	8		
32	Connect to Existing 8" WM	EA	1		
33	Connect to Existing 12" WM	EA	5		
34	Water Main Cold Weather Protection	LF	150		



## Schedule of Prices - Addenda No. 1 East New York Street Water Main Replacement Bid 22-02

Route	East New York Street	
County	Kane	
Local Agency	City of Aurora	

RETURN WITH BID

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

VO.	<u>ITEM</u>	UNIT	QUANTITY	UNIT COST	AMOUNT
35	Water Main Lowering, 8" DIP CL 52	LF	80		
36	Water Main Lowering, 12" DIP CL 52	LF	25		
37	Temporary Pavement, 2"	SY	900		
38	Class D Patching, N70, 6" Binder (Sta 163+50 to East Connection)	SY	300		
39	Class D Patching, N70, 5.5" Binder, 1.5" Surface (Trask to Calhoun Side Roads)	SY	150		
40	Class D Patching, N70, 16" Binder (Ohio to Calhoun; Farnsworth to Sta 163+50)	SY	3,900		
41	Class D Patching, N70, 14.5" Binder, 1.5" Surface (Calhoun to Farnsworth)	SY	450		
42	Sawcut, Full Depth (for Patching)	LF	11,000		
43	Combination PCC Curb and Gutter Removal and Replacement	LF	100		
44	Combination PCC Curb and Gutter Removal, Special	LF	80		
45	PCC Sidewalk Rem. and Replace, 5"	SF	150		
46	PCC Sidewalk Removal, Special	SF	575		
47	PCC Drive Approach Removal & Replacement, 6", Residential	SY	60		
48	PCC Drive Approach Removal & Replacement, 8",	SY	60		
49	HMA Drive Approach Removal & Replacement, 2", Residential	SY	20		
50	HMA Drive Approach Removal & Replacement, 4", Commercial	SY	110		
51	Brick Driveway Approach Removal and Replacement, Residential	SF	25		
52	Seeding - Aurora Mix	SY	600		
53	Interior Service Connection Allowance	Allowance	1	\$80,000.00	\$80,000.00
54	Items Ordered by Engineer	Allowance	1	\$250,000.00	\$250,000.00
55	Traffic Control and Protection	LS	1		
56	Temporary Pavement Marking, 4" Line, Paint	LF	11,600		
57	Pavement Marking Removal, Grinding	SF	4,500		
58	Thermoplastic Pavement Marking - Letters & Symbols	SF	200		
59	Thermoplastic Pavement Marking - Line 4"	LF	1,500		
60	Thermoplastic Pavement Marking - Line 6"	LF	670		
61	Thermoplastic Pavement Marking - Line 24"	LF	90		
62	Changeable Message Sign	CAL DAY	300		
63	Inlet Protection	EA	40		
64	Dewatering Bag	EA	5		
65	Temporary Staging	CY	50		
66	Non-Special Waste Disposal	TON	800		
67	Special Waste Disposal	TON	100		
				Page 2 Total =	
				Page 1 Total =	

Bid 22-02

East New York Street Water Main Replacement

Bid opening: January 26, 2022

## ADDENDUM NO. 2 Page 1 of 4

TO:

**All Bidders** 

FROM:

**Engineering Division, City of Aurora** 

DATE:

January 25, 2022

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

- 1. Attached please find the DRAFT LPC-663 CCDD Certification Report dated January 24, 2022 for additional details on soil boring #2. Please note that this is a draft and we are waiting on one sample result for our consultant to finalize the report. This is for the section from Farnworth Avenue east to Edgewood Avenue
- 2. Attached please find the LPC 663 for Ohio St to Farnsworth Avenue dated July 1, 2021. 3 exclusion zones are noted in the following approximate areas:
  - a. Station 124+00 to 126+00 south half of the road
  - b. Station 128+50 to 131+00 north half of the road
  - c. Station 151+00 to 153+50 south half of the road
- 3. A revised bid schedule is attached to increase the quantity of pay item 66 for Non-Special Waste Disposal to reflect additional quantity for item 2 above.
- 4. Please note the attachments DO NOT need to be printed and turned in with your bid. Simply including this signed 2-page acknowledgement will suffice.

Sincerely,

John D. Hoffmann, P.E.

ge DH

**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 hoffmanni@aurora.il.us IMMEDIATELY UPON

East New York Street Water Main Replacement ADDENDUM NO. 2, PAGE 2 of 4

RECIEPT.

COMPANY NAME Swallow Construction

SIGNATURE OF COMPANY REPRESENTATIVE