

## PROPOSAL

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

1. Proposal of Abbey Paving Co., Inc.  
for the improvement known as the **Fire Station No. 5 Driveway Improvements, Bid Number 20-11.**
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 \$ Ten Percent of the Amount Bid
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 Fire Station No. 5  
Driveway Improvements Bid 21-11**

Route 730 Hill Avenue  
County Kane  
Local Agency City of Aurora

**RETURN WITH BID**

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

<b>Addendum No. 1</b>					
<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>AMOUNT</b>
1	Earth Excavation	CY	120	\$ 15.50	\$ 1,860.00
2	Geotechnical Fabric for Ground Stabilization - Undercut	SY	720	\$ 1.15	\$ 828.00
3	Subbase Granular Material, Type B	Ton	220	\$ 27.25	\$ 5,995.00
4	2" Mill and 2" HMA Replacement	SY	40	\$ 119.50	\$ 4,780.00
5	PCC Driveway Removal and Replacement, 8"	SF	910	\$ 9.95	\$ 9,054.50
6	PCC Driveway Removal and Replacement, 10"	SF	6,400	\$ 8.10	\$ 51,840.00
7	PCC Driveway Welded Wire Fabric	SF	7,430	\$ 0.45	\$ 3,343.50
8	PCC Sidewalk Removal and Replacement, 5"	SF	800	\$ 12.50	\$ 10,000.00
9	Expansion Joint Repair & Seal	LF	80	\$ 15.50	\$ 1,240.00
10	Contraction Joint Sawcut, Special	LF	45	\$ 8.50	\$ 382.50
11	Combination PCC Curb and Gutter, B6.12 w/ 4" Agg Base	LF	55	\$ 20.00	\$ 1,100.00
12	Combination PCC Curb and Gutter Removal and Replacement	LF	155	\$ 55.50	\$ 8,602.50
13	Flag Pole Reinstallation	LSum	1	\$ 3,570.00	\$ 3,570.00
14	<b>PCC Dumpster Pad</b>	<b>SF</b>	<b>83</b>	\$ 40.55	\$ 3,365.65
15	Dumpster Pad Screening with Gate	LSum	1	\$ 6,810.00	\$ 6,810.00
16	Seeding - Aurora Mix	SY	750	\$ 4.90	\$ 3,675.00
17	Detector Loop, Type III	LF	75	\$ 49.00	\$ 3,675.00
18	Drill Existing Handhole	EA	1	\$ 430.00	\$ 430.00
19	Traffic Control and Protection	LSum	1	\$ 500.00	\$ 500.00
20	Items Ordered by Engineer	Allowance	1	\$ 16,000.00	\$ 16,000.00
21	Inlet Protection	EA	3	\$ 80.00	\$ 240.00
22	Non-Special Waste Disposal	Ton	50	\$ 79.00	\$ 3,950.00
23	Special Waste Disposal	Ton	10	\$ 210.25	\$ 2,102.50
<b>Bidder's Total Proposal for Making Entire Improvements =</b>					<b>\$ 143,344.15</b>



(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 Abbey Paving Co., Inc.

Signed By *JA* **President**

Business Address 1949 County Line Road

Aurora, IL 60502

**President** John Gillian

**Secretary** Jeff Abel

**Treasurer** Jeff Abel

Attest: Jeff Abel

*JA*  
**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.
- 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 570A).~~

COMPANY NAME Abbey Paving Co., Inc.

ADDRESS 1949 County Line Road

CITY/STATE/ZIP CODE Aurora, IL 60502

NAME OF CORPORATE/COMPANY OFFICIAL Abbey Paving Co., Inc.

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE 2/24/2021

TELEPHONE (630) 585-7220

FAX No. (630) 585-7216

E-MAIL ADDRESS sreckinger@abbey-paving.com

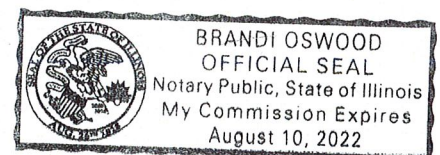
Subscribed and Sworn to

Before me this 24th day

of February, 21st

  
Notary Public

Bid Number 21-11



## 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.

Please See Attached List

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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. ☐

N/A

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: Abbey Paving Co., Inc.

By:



(Signature)

Address: 1949 County Line Road Aurora, IL 60502

Title: President




STATE OF ILLINOIS)  
County of Kane ) ss.

### BIDDER'S TAX CERTIFICATION

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

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

DATED this 24th day of February, 21    .

By   
(Signature of Bidder's Executing Officer)

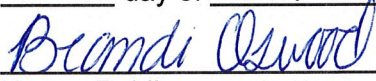
John Gillian  
(Print name of Bidder's Executing Officer)

President  
(Title)

#### ATTEST/WITNESS:

By Jeff Abel   
Title CFO

Subscribed and sworn to before me this  
24th day of February, 21    .

  
Notary Public

(SEAL)



Bid Number 21-11



## 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) Date Submitted: 2/24/2021
- 2) Name of Business: Abbey Paving Co., Inc.
- 3) Address of Local Office: 1949 County Line Road
- 4) City, State, Zip: Aurora, IL 60502
- 5) Company's Web Address: abbey-paving.com
- 6) Phone: 630-585-7220 Fax: 630-585-7216
- 7) County your Local Business is Located In: DuPage

Submitted By (Signature): [Signature]

Print Name and Title: John Gillian

Email Address: sreckinger@abbey-paving.com

### **Sec. 2-410.-Prequalification; local bidder.**

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
  - 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 months prior to the submission of the prequalification application; and
  - 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
  - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

*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 any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.*

Return completed application, with all required backup documentation to:  
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507  
Or email to: [PurchasingDL@Aurora-il.org](mailto:PurchasingDL@Aurora-il.org)

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_

Initials: \_\_\_\_\_

Phone: (630) 585-7220  
FAX: (630) 585-7216

# ABBEY

**PAVING CO. INC.**

Providing Quality Construction Since 1983

1949 County Line Road • Aurora, IL 60502

## Abbey Paving & Sealcoating Co., Inc. Apprenticeship and Training Certification

Program Sponsor	Apprenticeship and Training Certification Number
Construction & General Labor District Council	IL0170602
International Union of Operating Engineers Local No. 150	IL008780173
Cement Masons Local No. 502	IL8820041 IL0150492
Operative Plasterer's & Cement Masons' International Association Local No. 11	IL004890005
Chicagoland Laborers' J.A.T.C.	IL017990001





# Illinois Department of Transportation

## Certificate of Eligibility

Abbey Paving & Sealcoating Co., Inc.  
1949 County Line Road Aurora, IL 60502

Contractor No 0030

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

\$76,690,000.00

001	EARTHWORK	\$9,250,000
005	HMA PAVING	\$17,325,000 B
017	CONCRETE CONSTRUCTION	\$37,500,000
08A	AGGREGATE BASES & SURF. (A)	\$5,100,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/5/2020 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 5/6/2020.

B Restricted to 1200 tons in any 1 contract (Class I and/or B&M) or as specified by local agency

*Jim All*

Engineer of Construction

**Bid 21-11**  
**Fire Station No. 5 Driveway Improvements**  
**Bid opening: February 24, 2021**

**ADDENDUM NO. 1**  
**Page 1 of 3**

**TO: All Bidders**

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

**DATE: February 18, 2021**

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

1. The size of the PCC Dumpster Pad has changed to 7.5' deep by 11' wide. There will not be barrier curb on the perimeter of the dumpster pad. Special Provision SP R-11 – PCC Dumpster Pad shall be changed to:

**SP R.11 – PCC DUMPSTER PAD**

The PCC dumpster pad shall be completely formed with lumber of 1½" nominal thickness and held securely in place with stakes.

The PCC dumpster pad shall be installed per the P.C.C. SIDEWALK REMOVAL AND REPLACEMENT, 5" special provision with the following modifications.

The dimensions of the pad shall be 7.5' deep by 11' wide and butt up against the existing PCC driveway as shown on the plans and as directed by the Engineer. The pad shall be installed so that it drains towards the driveway at approximately 2% or as directed by the Engineer.

The PCC dumpster pad shall be installed on 4" of CA-6 aggregate base. The concrete shall be 6" thick and contain welded wire fabric.

This work will be paid for at the contract unit price per SQUARE FOOT (SF) for PCC DUMPSTER PAD which price shall include all labor and equipment necessary to install CA-6 subbase material and placing the concrete pad as specified herein as well as disposal of the earth excavation at the spoil pile provided onsite.

2. The Dumpster Pad Screening with Gate shall be changed to an overall dimension of 6' deep by 10' wide. A 6' tall, 10' wide gate shall be provided. The fence posts shall be installed prior to the pad being poured and shall be set approximately 6" inside the outside edge of the pad. Special Provision SP R.12-Dumpster Pad Screening with Gate shall be changed to:

**SP R.12 – DUMPSTER PAD SCREENING WITH GATE**

The fencing around the dumpster enclosure shall be Ultra UAF-201 Flat Top STD Bottom Commercial with a 6' height as shown in the detail in the plans. The enclosure shall be approximately 6' deep by 10' wide. A 10' wide gate shall be provided across the center of the

**Fire Station No. 5 Driveway Improvements**  
**ADDENDUM NO. 1, PAGE 1 of 2**

dumpster pad. The 3" x 3" X .125" wall posts shall be installed prior to pouring the pad so that the center of the posts are approximately 6" inside the edge of the pad and shall be backfilled with concrete per the manufacturer's recommendations. The gate shall be installed approximately 1' off the edge of the existing driveway. The gate shall be 6' high to match the fence height. The fence shall be installed per the manufacturer's recommendations. **The fence shall have ornamental black slats between the vertical fence slats to screen the material within the enclosure.**

This work will be paid for at the contract lump sum price (LS) for DUMPSTER PAD SCREENING WITH GATE and shall include all labor, equipment, and materials necessary in accordance with this provision.

3. A revised bid schedule is attached to address the square footage change of Pay Item 14 – PCC Dumpster Pad.

Sincerely,



John D. Hoffmann, P.E.  
Engineering Coordinator  
City of Aurora Engineering Division

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**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 [jhoffmann@aurora.il.us](mailto:jhoffmann@aurora.il.us) IMMEDIATELY UPON RECIEPT.**

**COMPANY NAME** Abbey Paving Co., Inc.

**SIGNATURE OF COMPANY REPRESENTATIVE** 





**Schedule of Prices  
Fire Station No. 5  
Driveway Improvements  
Bid 21-11**

Route 730 Hill Avenue  
County Kane  
Local Agency City of Aurora

RETURN WITH BID

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

<b>Addendum No. 1</b>					
<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>AMOUNT</b>
1	Earth Excavation	CY	120		
2	Geotechnical Fabric for Ground Stabilization - Undercut	SY	720		
3	Subbase Granular Material, Type B	Ton	220		
4	2" Mill and 2" HMA Replacement	SY	40		
5	PCC Driveway Removal and Replacement, 8"	SF	910		
6	PCC Driveway Removal and Replacement, 10"	SF	6,400		
7	PCC Driveway Welded Wire Fabric	SF	7,430		
8	PCC Sidewalk Removal and Replacement, 5"	SF	800		
9	Expansion Joint Repair & Seal	LF	80		
10	Contraction Joint Sawcut, Special	LF	45		
11	Combination PCC Curb and Gutter, B6.12 w/ 4" Agg Base	LF	55		
12	Combination PCC Curb and Gutter Removal and Replacement	LF	155		
13	Flag Pole Reinstallation	LSum	1		
14	<b>PCC Dumpster Pad</b>	<b>SF</b>	<b>83</b>		
15	Dumpster Pad Screening with Gate	LSum	1		
16	Seeding - Aurora Mix	SY	750		
17	Detector Loop, Type III	LF	75		
18	Drill Existing Handhole	EA	1		
19	Traffic Control and Protection	LSum	1		
20	Items Ordered by Engineer	Allowance	1	\$16,000.00	\$16,000.00
21	Inlet Protection	EA	3		
22	Non-Special Waste Disposal	Ton	50		
23	Special Waste Disposal	Ton	10		
<b>Bidder's Total Proposal for Making Entire Improvements =</b>					

**Bid 21-11**  
**Fire Station No. 5 Driveway Improvements**  
**Bid opening: February 24, 2021**

**ADDENDUM NO. 2**

**Page 1 of 1**

**TO: All Bidders**

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

**DATE: February 22, 2021**

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

1. The existing flagpole diameter at the base is approximately 5" in diameter. The existing flagpole is sitting inside an 8" diameter CMP sleeve at the base.

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 [jhoffmann@aurora.il.us](mailto:jhoffmann@aurora.il.us) IMMEDIATELY UPON RECIEPT.**

**COMPANY NAME** Abbey Paving Co., Inc.

**SIGNATURE OF COMPANY REPRESENTATIVE** 



## RETURN WITH BID

Route VariousCounty Kane

Local Agency City of Aurora

Section

## PAPER BID BOND

WE Abbey Paving and Sealcoating Co., Inc.      1949 County Line Road, Aurora, IL 60502      as **PRINCIPAL,**

and Fidelity and Deposit Company of Maryland 300 South Riverside Plaza, Ste. 2100, Chicago, IL 60606 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 24th day of February, 2021

Principal

Abbey Paving and Sealcoating Co., Inc.

(Company Name)

By:

John Gillian      John Gillian      (Signature and Title)

By:

**(Company Name)**

**(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.)

Fidelity and Deposit Company of Maryland

(Name of Surety)

## Surety

By: Kelly A. Gardner  
Kelly A. Gardner

STATE OF Illinois

COUNTY OF DuPage

I, Diane M. Rubright, a Notary Public in and for said county,  
do hereby certify that John Gillian and Kelly A. Gardner

(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 24th day of February, 2021

**My commission expires** March 23, 2023

Diane M. Rubright (Notary Public)

**ELECTRONIC BID**

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

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (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.)

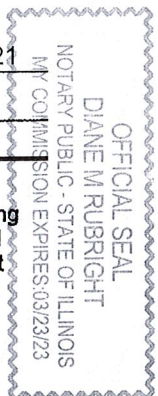
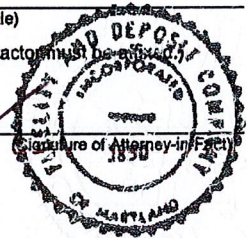
[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date \_\_\_\_\_





Bond Number Bid Bond

Obligee City Treasurer of the City of Aurora

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kelly A. Gardner, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

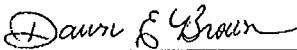
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of June, A.D. 2019.

ATTEST:  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Robert D. Murray  
Vice President



By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of February, 2021.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclains@zurichna.com](mailto:www.reportsfclains@zurichna.com)  
800-626-4577