

PROPOSAL SUBMITTED BY:

Swallow Construction Corporation

Contractor's Name

4250 Lacey Road

Street

P.O. Box

Downers Grove, IL 60515

City

State

Zip Code



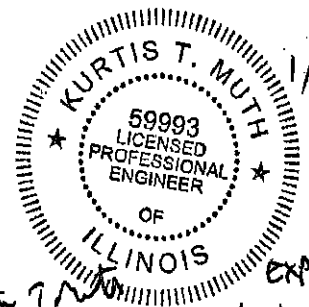
**CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS**

**PROPOSAL AND SPECIFICATIONS FOR
W. Downer Place Sewer Separation**

AURORA, ILLINOIS

*January, 2020
Bid 20-03*

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





Illinois Department of Transportation

Local Agency Proposal Bid Bond

W. Downer Place Sewer Separation
Route Various

County Kane

Local Agency City of Aurora

Section

RETURN WITH BID

PAPER BID BOND

WE Swallow Construction Corporation as PRINCIPAL,
and Hudson Insurance Company as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 29th day of January, 2020

Principal

Swallow Construction Corporation

(Company Name)

By:

(Company Name)

By:

(Signature and Title)

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

Surety

Hudson Insurance Company

(Name of Surety)

By:

James I. Moore
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Sherry Bacskai

do hereby certify that

, a Notary Public in and for said county,

& James I. Moore

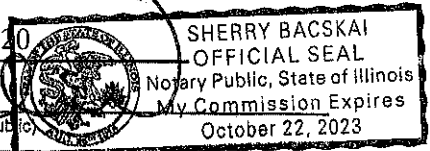
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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 29th day of January, 2020

My commission expires 10/22/2023

(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

Bond No. Bid Bond



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly



Attest...
Dina Daskalakis
Corporate Secretary

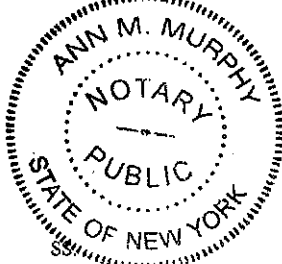
HUDSON INSURANCE COMPANY

By...
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 14th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 29th day of January, 2020.

(Corporate seal)



By...
Dina Daskalakis, Secretary

PROPOSAL

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

1. Proposal of Swallow Construction Corporation
for the improvement known as the **Bid 20-03, W. Downer Sewer Separation.**
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
W. Downer Place Sewer Separation
Bid 20-03

Route	W. Downer Place
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 Existing Sewer Pipe Connection	EA	4	\$ 2,500.00	\$ 10,000.00
2	Storm, Sanitary, Water Structures to be Abandoned	EA	10	\$ 525.00	\$ 5,250.00
3	Remove and Plug Abandoned Water Service	EA	8	\$ 150.00	\$ 1,200.00
4	Tree Root Pruning	LF	40	\$ 15.00	\$ 600.00
5	Select Granular Trench Backfill	CY	10,023	\$ 0.10	\$ 1,002.30
6	Sanitary Manhole Inverts to be Brick and Mortared	EA	29	\$ 100.00	\$ 2,900.00
7	Unsuitable Soil Removal and Replacement	CY	130	\$ 47.25	\$ 6,142.50
8	Exploration Trench, 8 Ft	LF	100	\$ 10.00	\$ 1,000.00
9	Storm Sewer Removal and Replacement, 4" PVC SDR 26	LF	10	\$ 85.00	\$ 850.00
10	Storm Sewer - 12" RCP	LF	1,335	\$ 58.00	\$ 77,430.00
11	Storm Sewer - 12" DIP	LF	23	\$ 200.00	\$ 4,600.00
12	Storm Sewer - 15" RCP	LF	362	\$ 46.00	\$ 16,652.00
13	Storm Sewer - 18" RCP	LF	68	\$ 52.00	\$ 3,536.00
14	Storm Sewer - 24" RCP	LF	1,064	\$ 73.00	\$ 77,672.00
15	Storm Sewer - 30" RCP	LF	725	\$ 98.00	\$ 71,050.00
16	Storm Sewer - 36" RCP	LF	672	\$ 125.00	\$ 84,000.00
17	Storm Sewer - 42" RCP	LF	283	\$ 126.00	\$ 35,658.00
18	Storm Sewer - 48" RCP	LF	731	\$ 145.35	\$ 106,250.85
19	Storm Sewer - 54" RCP	LF	330	\$ 585.00	\$ 193,050.00
20	Storm Inlet, Type C, 2' dia.	EA	4	\$ 1,400.00	\$ 5,600.00
21	Storm Manhole, Type D, 4' dia.	EA	5	\$ 5,000.00	\$ 25,000.00
22	Storm Manhole, Type D, 5' dia.	EA	3	\$ 5,250.00	\$ 15,750.00
23	Storm Manhole, Type D, 6' dia.	EA	1	\$ 17,500.00	\$ 17,500.00
24	Storm Manhole, Type D, 7' dia.	EA	1	\$ 25,000.00	\$ 25,000.00
25	Storm Infiltration Catch Basin, Ty B, 3' dia.	EA	38	\$ 3,500.00	\$ 133,000.00
26	Connect to Existing Pipe end (Randall & Calumet)	EA	2	\$ 5,500.00	\$ 11,000.00
27	Connect to Storm Structure (Rosedale & Evanslawn)	EA	2	\$ 3,000.00	\$ 6,000.00
28	Storm Structure Tap (Park Manor)	EA	1	\$ 4,000.00	\$ 4,000.00
29	Storm Manhole - Base Tee - 48" w/4' Riser	EA	1	\$ 6,750.00	\$ 6,750.00
28	Storm Manhole - Base Elbow w/4' Riser	EA	2	\$ 8,750.00	\$ 17,500.00
30	Storm Manhole - Base Tee - 54" w/4' Riser	EA	1	\$ 7,000.00	\$ 7,000.00
31	Field Adjustments to Proposed Storm Structures	EA	6	\$ 50.00	\$ 300.00
32	Modify Existing Structure	EA	2	\$ 50.00	\$ 100.00
33	Sanitary Sewer Service Removal and Replacement, 6"	LF	320	\$ 45.00	\$ 14,400.00
34	Sanitary Sewer Removal and Replacement, 8" PVC SDR 26	LF	10	\$ 170.00	\$ 1,700.00
Page 1 Total =					\$ 989,443.65



Schedule of Prices

W. Downer Place Sewer Separation

Bid 20-03

Route W. Downer Place
 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	Sanitary Sewer Removal and Replacement, 10" PVC SDR 26	LF	10	\$ 202.00	\$ 2,020.00
36	Sanitary Sewer Removal and Replacement, 12" PVC SDR 26	LF	50	\$ 240.00	\$ 12,000.00
37	Sanitary Sewer Removal and Replacement, 18" PVC SDR 26	LF	15	\$ 212.50	\$ 3,187.50
38	Sanitary Sewer Removal and Replacement, 20" PVC SDR 26	LF	13	\$ 306.25	\$ 3,981.25
39	Sanitary Sewer Removal and Replacement, 27" PVC SDR 26	LF	10	\$ 656.00	\$ 6,560.00
40	Sanitary Sewer Removal and Replacement, 33" RCP	LF	10	\$ 960.00	\$ 9,600.00
41	1" Copper Water Service R&R Across Storm Sewer Trench	LF	320	\$ 20.35	\$ 6,512.00
42	1" Dia. Curb Stop & B-box	EA	55	\$ 170.00	\$ 9,350.00
43	1" Dia. Tap and Corp Stop, Cap Old Corp Stop	EA	55	\$ 3,000.00	\$ 165,000.00
44	1" Water Service, Trenchless	LF	2,645	\$ 25.00	\$ 66,125.00
45	6" Inserta-Valve in 48" Valve Vault	EA	6	\$ 500.00	\$ 3,000.00
46	8" Inserta-Valve in 48" Valve Vault	EA	2	\$ 500.00	\$ 1,000.00
47	Water Main, 6" DIP CL 52 Removal & Replacement	FT	80	\$ 1.00	\$ 80.00
48	Water Main, 8" DIP CL 52 Removal & Replacement	FT	30	\$ 1.00	\$ 30.00
49	Water Main Lowering, 6" DIP CL 52	LF	25	\$ 1.00	\$ 25.00
50	Water Main Lowering, 8" DIP CL 52	LF	25	\$ 1.00	\$ 25.00
51	Temporary Pavement, 2"	SY	1,077	\$ 8.15	\$ 8,777.55
52	Class D Patching, 5" Binder & 1.5" Surface (Calumet, Evanslawn & Park Manor)	SY	929	\$ 50.50	\$ 46,914.50
53	Class D Patching, 6.5" Binder to match surface (Rosedale)	SY	316	\$ 50.00	\$ 15,800.00
54	Class D Patching, 8" Binder (Downer & Randall)	SY	4,121	\$ 50.00	\$ 206,050.00
55	HMA Surface Removal, 1-1/2" (South half of westbound Downer)	SY	4,450	\$ 2.50	\$ 11,125.00
55	HMA Surface Course, 1-1/2" (Downer & Randall)	TON	643	\$ 82.00	\$ 52,726.00
56	Combination PCC Curb and Gutter Removal and Replacement	LF	1,360	\$ 34.50	\$ 46,920.00
57	PCC Sidewalk Rem. and Replace, 5"	SF	150	\$ 10.00	\$ 1,500.00
58	Detectable Warnings	SF	10	\$ 40.00	\$ 400.00
59	PCC Drive Approach Removal & Replacement, 6", Residential	SY	100	\$ 85.25	\$ 8,525.00
60	HMA Drive Approach Removal & Replacement, 2", Residential	SY	10	\$ 53.25	\$ 532.50
61	Seeding - Aurora Mix	SY	1,355	\$ 12.00	\$ 16,260.00
62	Items Ordered by Engineer	Allowance	1	\$ 225,000.00	\$ 225,000.00
63	Traffic Control and Protection	LS	1	\$ 350,000.00	\$ 350,000.00
64	Inlet Protection	EA	53	\$ 125.00	\$ 6,625.00
65	Dewatering Bag	EA	2	\$ 145.00	\$ 290.00
66	Temporary Staging	CY	1,000	\$ 0.10	\$ 100.00
67	Non-Special Waste Disposal	TON	300	\$ 1.50	\$ 450.00
68	Special Waste Disposal	TON	200	\$ 1.50	\$ 300.00
				Page 2 Total =	\$ 1,286,791.30
				Page 1 Total =	\$ 989,443.65
				Bidder's Total Proposal for Making Entire Improvements =	\$ 2,276,234.95



(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 Swallow Construction Corporation

Signed By Anthony Rendina, President

Business Address 4250 Lacey Road

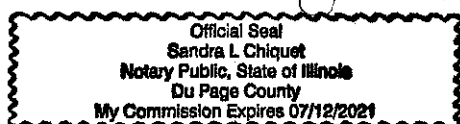
Dawners Grove, IL 60515

President Anthony Rendina

Secretary Anthony Rendina

Treasurer Anthony Rendina

Attest: Sandra L. Chiquet
Secretary



BIDDER'S CERTIFICATION

I/We hereby certify that:

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

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

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

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

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

COMPANY NAME Swallow Construction Corporation
ADDRESS 4250 Lacey Road
CITY/STATE/ZIP CODE Downers Grove, IL 60515
NAME OF CORPORATE/COMPANY OFFICIAL Anthony Rendina
PLEASE TYPE OR PRINT CLEARLY
TITLE President
AUTHORIZED OFFICIAL SIGNATURE [Signature]
DATE January 29, 2020
TELEPHONE (630) 512-9900
FAX No. (630) 512-9902

Subscribed and Sworn to

Before me this 2 day

of January, 2020

[Signature]
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:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

- VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: Swallow Construction Corporation

By: 

Address: 4250 Lacey Road
Downers Grove, IL 60515

(Signature)
Title: President

LOCAL
Chicago and
LABORERS'
District Council Training & Apprenticeship Fund

42-L

chicagolaborers.org

17 January 2020

Executive Director
Thomas Nordeen

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

Management Trustees
Seih 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
(773) 413-3315

Sandra Chiquet
Swallow Construction Corp
4250 Lacey Road
Downers Grove, IL 60515

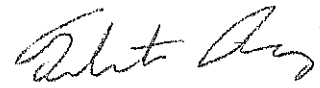
Dear Sandy:

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 Fox Valley 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,



Felicitia Ruiz
Assistant Office Manager



ACCREDITED
Training Agency

LOCAL
LABORERS'

Feel the Power



INTERNATIONAL UNION OF
BROTHERHOODS OF AMERICA

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

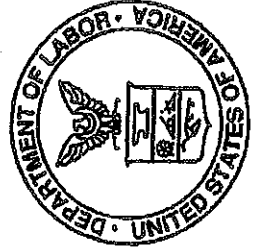
established by the Secretary of Labor

April 12, 1999

Date REVISED August 13, 2004

IL017990001

Registration No.



L. F. Chao
Secretary of Labor

Anthony Dwyer
Administrator, Apprenticeship Training, Employer and Labor Services

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
8200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3993

January 16, 2020

Swallow Construction Corp
4250 Lacey Rd
Downers Grove, IL 60515Re: 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, Brothers 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

Amanda Gunderson

Enclosures: Certificates

08/18/2015 15:42 FAX 71

0004

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Repairer (Heavy)
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor



Date May 5, 2002

IL012020003

L. L. Chao
Secretary of Labor
Anthony Swartz

08/18/2015 15:42 FAX 71

02/28/2008 16 24 FAX

0003
0003

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineers

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

November 5, 2002

Date

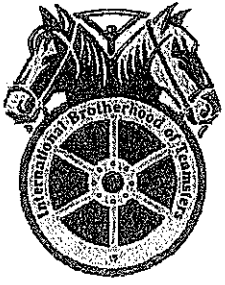
92 008780173

Registration No.



Shoe Chao
Secretary of Labor

Anthony S. ...
Assistant Secretary for Training, Employer and Labor Services



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

January 15, 2020

To Whom It May Concern:

This letter will certify that Swallow Construction Corporation is currently contributing and is current with its contributions, as of November 2019, 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

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

*Illinois Teamsters Joint Council No. 25
Employers JATF*

Joliet, Illinois

For The Trade of: Construction Driver

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

June 22, 2005

Date Revised: April 8, 2016

IL8151005004

Registration No.



John C. G. G.

Secretary of Labor

John V. L. L.

Administrator, Office of Apprenticeship



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 5866

Swallow Construction Corporation
4250 Lacey Road Downers Grove, IL 60515

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

\$24,982,000.00

001	EARTHWORK	\$1,550,000
012	DRAINAGE	\$10,875,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/24/2019 TO 4/30/2020 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 4/24/2019.

Tim Zell
Engineer of Construction

STATE OF ILLINOIS)

County of Kane

SS.

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and

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 day of January, 2020.

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

Anthony Rendina
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By [Signature]
Title Estimator

Subscribed and sworn to before me this 29 day of January, 2020

Andrea D. Chisum
Notary Public

