PROPOSAL SUBMITTED BY:		
National Power Rodding Corp.		
Contractor's Name		
2500 W. Arthington St.		
Street		P.O. Box
Chicago, IL 60612		
City	State	Zip Code
		-



CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR Sanitary Sewer Heavy Cleaning

AURORA, ILLINOIS
July 2017

PREPARED BY
CITY OF AURORA
Engineering Division
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

PROPOSAL



Local Agency Proposal Bid Bond

				Route	Various	
			_	County	Kane	
	RETURN WITH	BID	Local	Agency	City of Aurora	
				Section	-	
	PAPER	BID BOND				
WE National Power Ro	odding Corp.		·	- 10 m		as PRINCIPAL,
and Travelers Casualty an	d Surety Company of A	merica				as SURETY,
are held jointly, severally and firmly be for the amount specified in the propos executors, administrators, successors	al documents in effect on the da	te of invitation	n for bids whichever is	the lesser	r sum. We bind o	total bid price, or urselves, our heirs,
WHEREAS THE CONDITION OF acting through its awarding authority for				AL is subm	itting a written pro	posal to the LA
THEREFORE if the proposal is acc shall within fifteen (15) days after awa evidence of the required insurance co Supplemental Specifications, then this	rd enter into a formal contract, fu verage, all as provided in the "St	urnish <mark>s</mark> urety tandard Spec	guaranteeing the faith ifications for Road and	ful perform d Bridge C	nance of the work, onstruction" and a	and furnish
IN THE EVENT the LA determines preceding paragraph, then the LA acti together with all court costs, all attorned	ing through its awarding authority	y shall immed				
IN TESTIMONY WHEREOF, the series pective officers this $\frac{26th}{}$	aid PRINCIPAL and the said SU day of July, 20		aused this instrument	to be sign	ed by their	
National Power Rodding	g Corp.	Principal				
(Company A	lame)			(Comp	oany Name)	
By:		By:				
William T. Kreidler (Signatur	e and Title) President			(Signate	ure and Title)	
(If PRINCIPLE is a joint venture of		npany names	, and authorized signs	atures of e	ach contractor mu	st be affixed.)
		Surety	\wedge	<i>,</i> C		•
Travelers Casualty and Suret	v Company of America	-	Carrie		moth	
(Name of St		_	Carrie L. Smith	Signature of	f Attorney-in-Fact)	
STATE OF ILLINOIS,					OF	FICIAL SEAL
COUNTY OF COOK				;	s osc	AR F. RINCON
l. Oscar F. Rincon			in and for said cour	nty,		LIC - STATE OF ILLIN
do hereby certify that	William T. Kreid	Ler and C	Carrie L. Smith)N EXPIRES SEPT. 13, 2
who are each personally known to me SURETY, appeared before me this da voluntary act for the uses and purpose	to be the same persons whose ay in person and acknowledged r	names are so		oing instrur	ment on behalf of	PRINCIPAL and
Given under my	y hand and notarial seal this	26th	glay of	July, 20	017	
My commission expires Septe	mber 13, 20 <u>1</u> 7		KIN 7-1	/m		
•			' / /	(Notary P	Public)	
		RONIC BID				
The Principal may submit an electronic bid bond ID code an electronic bid bond ID code are the Principal and Surety are firmly venture of two or more contractor contractor in the venture.)	stronic bid bond, in lieu of com nd signing below, the Principa y bound unto the LA under th	npleting the al is ensuring e conditions	above section of the g the identified elec s of the bid bond as	e Proposa tronic bid shown at	al Bid Bond Forr bond has been bove. (If PRINC	executed and IPAL is a joint
Electronic Bid Bond ID Code			(Company/Bidder	Name)		
	•		(Signature and	Title)		Date



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

232163

Certificate No. 007225498

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Kyle Pollock, Patrick J Brennan, Jr., and Erik Harms

each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings an other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this	of the City of	Chicago/N	aperville	, State o	ofIllin	ois	, t	heir true and lawfi	ıl Attorney(s)-in-Fact,
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this	each in their separa	te capacity if m	ore than one is nam-	ed above, to sign,	execute, seal and a	cknowledge any a			
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this									g the performance of
Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercury Insurance Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company State of Connecticut City of Hartford ss. State of Connecticut City of Hartford ss. By: Robert L. Raney, Senior Vice President Any of May Any Ompany, Fidelity and Guaranty Insurance Company, St. Paul Mercury Insurance Company Fravelers Casualty and Surety Company of America United States Fidelity and Guaranty Company Robert L. Raney, Senior Vice President By: Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Company, St. Paul Mercury Insurance Company, St. Paul Mercury Insur	contracts and exect	iting or guarant	eeing bonds and und	lertakings require	d or permitted in an	y actions or proce	edings allowed b	y law.	
Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercury Insurance Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company State of Connecticut City of Hartford ss. State of Connecticut City of Hartford ss. By: Robert L. Raney, Senior Vice President Any of May Any Ompany, Fidelity and Guaranty Insurance Company, St. Paul Mercury Insurance Company Fravelers Casualty and Surety Company of America United States Fidelity and Guaranty Company Robert L. Raney, Senior Vice President By: Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Company, St. Paul Mercury Insurance Company, St. Paul Mercury Insur									
Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercury Insurance Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company State of Connecticut City of Hartford ss. State of Connecticut City of Hartford ss. By: Robert L. Raney, Senior Vice President Any of May Any Ompany, Fidelity and Guaranty Insurance Company, St. Paul Mercury Insurance Company Fravelers Casualty and Surety Company of America United States Fidelity and Guaranty Company Robert L. Raney, Senior Vice President By: Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Company, St. Paul Mercury Insurance Company, St. Paul Mercury Insur									
Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Mercury Insurance Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company State of Connecticut City of Hartford ss. State of Connecticut City of Hartford ss. By: Robert L. Raney, Senior Vice President Any of May Any Ompany, Fidelity and Guaranty Insurance Company, St. Paul Mercury Insurance Company Fravelers Casualty and Surety Company of America United States Fidelity and Guaranty Company Robert L. Raney, Senior Vice President By: Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Company, St. Paul Mercury Insurance Company, St. Paul Mercury Insur					and the second	a Art			11th
Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guaranty Insurance Company St. Paul Guaranty Insurance Company St. Paul Guardian Insurance Company State of Connecticut City of Hartford ss. State of Connecticut City of Hartford ss. State of Connecticut City of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty Suret	3.5	IEREOF, the C		sed this instrumen	t to be signed and t	heir corporate sea	ls to be hereto afi	fixed, this	
Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Guardian Insurance Company State of Connecticut City of Hartford ss. State of Connecticut City of Hartford ss. May 2017, before me personally appeared Robert L. Raney, who acknowledged himself to the Senior Vice President of Farmington Casualty Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Traveler Casualty and Surety Company, St. Paul Marine Insurance Company, Traveler Casualty and Surety Company, St. Paul Marine Insurance Company, St	day ofNay								
Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Guardian Insurance Company State of Connecticut City of Hartford ss. State of Connecticut City of Hartford ss. May 2017, before me personally appeared Robert L. Raney, who acknowledged himself to the Senior Vice President of Farmington Casualty Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Traveler Casualty and Surety Company, St. Paul Marine Insurance Company, St. P									
Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Guardian Insurance Company State of Connecticut City of Hartford ss. State of Connecticut City of Hartford ss. By: Robert L. Raney, Senior Vice President On this the 11th day of May , 2017, before me personally appeared Robert L. Raney, who acknowledged himself to the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, Travelers Casual								_ v	
St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Guardian Insurance Company State of Connecticut City of Hartford ss. State of Connecticut City of President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Guardian Insurance Company, Travelers Casualty and Surety Company, Travel							•	-	•
State of Connecticut City of Hartford ss. State of Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoin							•		•
State of Connecticut City of Hartford ss. By: Robert L. Raney, Senior Vice President By: Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoin						Cint	eu States Fideit	y and Guaranty C	ompany
State of Connecticut City of Hartford ss. By: Robert L. Raney, Senior Vice President On this the11th			on ram Ghardian	msurance com	pany				
City of Hartford ss. Robert L. Raney, Senior Vice President On this the11th	1982 1982 1982	1977		TO SANCE	SEALS	SEAL S	HARFORD, OCONN.	HARTFORD &	ISOS ANOS
On this the11thday ofMay,2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Pat Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoin						Ву:	Robert L. Rans	A Senior Vice President	ent
be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Pat Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Traveler Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoin	Oily of Maritora be	•					1100011 21 11111	,,, 0011101 /100 110010	
instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	be the Senior Vice Fire and Marine In	President of Far surance Compa	mington Casualty C ny, St. Paul Guardia	n Insurance Comp	and Guaranty Insur pany, St. Paul Merc	ance Company, F ury Insurance Co	idelity and Guara npany, Travelers	nty Insurance Unde Casualty and Suret	rwriters, Inc., St. Paul y Company, Travelers

58440-5-16 Printed in U.S.A.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of ____



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

- 1. Proposal of National Power Rodding Corp.

 for the improvement known as the Sanitary Sewer Heavy Cleaning.
- 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 insure 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 che	eck, 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 Sanitary Sewer Heavy Cleaning Bid 17-34

Route

Various

County Local Agency Kane, Kendall, DuPage, & Will

City of Aurora

RETURN WITH BID

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

NO.	ITEM	<u>UNIT</u>	QUANTITY	UNIT COST	AMOUNT	
1	Heavy Cleaning of Sewers with Jetter Truck	HR	594	\$ 300.00	\$ 178,200.00	
2	Heavy Cleaning of Sewers with Jetter & Vacuum Combination Truck	HR	396	\$ 350.00	\$ 138,600.00	
3	Items Ordered by the Engineer	LS	1	\$25,000.00	\$25,000.00	
	Bidder's Total Proposal for Making Entire Improvements = \$ 341,800.00					



		Signature:
fan individual)	Signature of Bidder	
	Business Address	
	Dionicoo / Marcoo	and the state of t
a parinership)		
	Firm Name	
	Signed by	
	Business Address	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	•	
	Insert	
	Addresses of	
	At rangers	
f a corporation)		
	Corporate Name National Power	Rodding Corp.
	Signed By William 7. Kreidle	er President
	Business Address 2500 W Arthir	·
	Chicago, IL	
		60612
	President William T	. Kreidler
	Secretary Reid W. I	Ruprecht
	Treasurer	
	3	
Reid W. Ruprec	Secretary	

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O17-029, adopted on June 27, 2017.
- 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.

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

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

COMPANY NAME National Power Rodding Corp.
ADDRESS 2500 W Arthington St.
CITY/STATE/ZIP CODE Chicago, IL 60612
NAME OF CORPORATE/COMPANY OFFICIAL William T. Kreidler PLEASE TYPE OR PRINT CLEARLY
TITLE President
AUTHORIZED OFFICIAL SIGNATURE
DATE July 26, 2017 Subscribed and Sworn to
TELEPHONE (312) 666-7700 Before me this 26th day
FAX No. (312) 666-0748 of July , 2017 Notary Public

"OFFICIAL SEAL"

DESTINY CAMARGO RESENDEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/30/2019

Apprenticeship or Training Program Certification

Return with Bid

All	contra	actors 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:
		· · · · · · · · · · · · · · · · · · ·
recall bid appand	quires the other re ders's proved d Traini	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, his contract to be awarded to the lowest responsive and responsible bidder. In addition to esponsibility factors, this contract or deliver and install proposal requires all bidders and all subcontractors to disclose participation in apprenticeship or training programs that are by and registered with the United States Department of Labor's Bureau of Apprenticeshiping, and applicable to the work of the above indicated proposals or groups. Therefore, all 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.
		Chicagoland Laborers' JATC

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.
contracto	nirements of this certification and disclosure are a material part of the contract, and the or shall require this certification provision to be included in all approved subcontracts. The 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
<u>requires</u>	a copy of each applicable Certificate of Registration issued by the United States
Departm	ent of Labor evidencing such participation by the contractor and any or all of its ractors be included with the bid in order to qualify to bid on the project.
subcont	ractors be included with the bid in order to quality to bid on the project.
	N. C. and D. and A. C. and
Bidder:	National Power Rodding Corp. By: (Signature)
Address:	2500 W. Arthington St. (Signature) Chicago, IL 60612 Title: William T. Kreidler, President
Audiess.	Cilicago, IL 00012 William 1. Model, Tresident

States Department or Manney

Office of Apprenticeship Araining, Amplayer and Ashor Services Aureau of Apprenticeship and Araining

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

For the Inade - Construction Craft Laborer

Registered as part of the Kational Apprenticeship Program in accordance with the basic standards of apprenticeship

established by the Secretary of Babor

L.C. chas

Just Gram.

Administrator, Reprentiventip Iraining, Caaplayer and Bebor Services

April 12, 1999 Dare REVISED August 13, 2004

11 017990001 Registration No.

STATE OF ILLINOIS)	
Cook) County of Kene)	SS

(SEAL)

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 thisday o	of	July , 20 17.
	Ву_	(Signature of Bilder's Executing Officer)
		William T. Kreidler
		(Print name of Bidder's Executing Officer)
		President
		(Title)
ATTESTAWITNESS: By Title Reid W. Ruprecht, Secretary		
Subscribed and sworn to before me this 26th day of		
Notary Public	C	

DESTINY CAMARGO RESENDEZ NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 08/30/2019