



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R24-383
DATE OF PASSAGE November 26, 2024

A Resolution adopting unit price bids for the on-call full replacement of disturbed lead water service lines in 2025 within the City.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, on October 30, 2024 the City of Aurora received and opened proposals submitted by four qualified contractors in response to Bid Number 24-111 for the full replacement of disturbed lead water service lines within the City; and

WHEREAS, the engineering division anticipates a total contract need of \$2,400,000.00; and

WHEREAS, the proposed 2025 budget provides funding for this expense within the Water and Sewer Fund in account 510-4058-511.73-02 (IC080) which has a requested budget of \$4,000,000

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: subject to the line item approval in the 2025 budget, the City of Aurora's Director of Purchasing is hereby authorized to adopt the unit prices for the full replacement of disturbed lead water service lines within the City as listed on the attached "Exhibit B".

RESOLUTION NO. R24-383

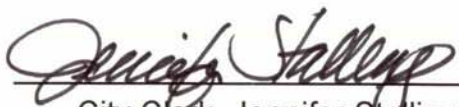
LEGISTAR NO. 24-0868

PASSED AND APPROVED ON November 26, 2024

AYES 11 NAYS 0 NOT VOTING 0 ABSENT 1

ALDERMAN	. Vote
Alderman Barreiro, Ward 1	absent
Alderwoman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderman Tolliver, Ward 7	yes
Alderwoman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderwoman Baid, Ward 10	yes
Alderman Laesch, At Large	yes
Alderman Woerman, At Large	yes

ATTEST:


City Clerk, Jennifer Stallings


Mayor Pro-Tem, Michael B. Saville



Schedule of Prices
2025 Lead Water Service Line
Replacement Contract
Bid 24-111

Bids Received 11/30/2024 11AM											
Item #		Description	Unit	Brandt Excavating Inc. 385 E Hoover St. Morris, IL 60450		Michels Plumbing, Inc. 225 Gale St. Aurora, IL 60506		Miller Pipeline, LLC 301 Arthur Ave Mt Prospect, IL 60056		IHC Construction Companies, LLC 385 Airport Rd Elgin, IL 60123	
				Unit Price	Unit Price		Unit Price		Unit Price		
1		Water Main Tap and Corporation Stop, 1"	EACH	\$	115.00	\$	280.00	\$	300.00	\$	532.00
2		Water Main Tap and Corporation Stop, 1.5"	EACH	\$	450.00	\$	380.00	\$	500.00	\$	690.00
3		Water Main Tap and Corporation Stop, 2"	EACH	\$	550.00	\$	580.00	\$	1,000.00	\$	868.00
4		Connect to Existing Service Tap	EACH	\$	125.00	\$	200.00	\$	250.00	\$	262.00
5		Connect to Existing Curb Stop and Box	EACH	\$	1,200.00	\$	1,200.00	\$	1,500.00	\$	532.00
6		Trenchless Pipe Installation, 1"	LF	\$	34.50	\$	37.00	\$	20.00	\$	364.00
7		Trenchless Pipe Installation, 1.5"	LF	\$	45.00	\$	59.00	\$	25.00	\$	378.00
8		Trenchless Pipe Installation, 2"	LF	\$	65.00	\$	79.00	\$	40.00	\$	398.00
9		Open Cut Water Service Replacement, 1"	LF	\$	34.50	\$	45.00	\$	20.00	\$	574.00
10		Open Cut Water Service Replacement, 1.5"	LF	\$	45.00	\$	59.00	\$	25.00	\$	603.00
11		Open Cut Water Service Replacement, 2"	LF	\$	65.00	\$	79.00	\$	40.00	\$	643.00
12		Curb Stop and Box, 1"	EACH	\$	2,500.00	\$	2,700.00	\$	4,500.00	\$	492.00
13		Curb Stop and Box, 1.5"	EACH	\$	2,600.00	\$	2,950.00	\$	5,000.00	\$	769.00
14		Curb Stop and Box, 2"	EACH	\$	3,000.00	\$	3,400.00	\$	5,500.00	\$	999.00
15		Sanitary Sewer Adjustment	LF	\$	0.10	\$	50.00	\$	50.00	\$	566.00
16		Sanitary Sewer Removal and Replacement, 6"	LF	\$	0.10	\$	50.00	\$	200.00	\$	459.00
17		Drain Tile Repair	LF	\$	0.10	\$	50.00	\$	45.00	\$	330.00
18		Trench Backfill	TON	\$	15.00	\$	35.00	\$	40.00	\$	154.00
19		HMA Residential Driveway Pvmr. Removal & Replacement, 2"	SY	\$	70.00	\$	60.00	\$	115.00	\$	203.00
20		HMA Commercial Driveway Pvmr. Removal & Replacement, 4"	SY	\$	120.00	\$	106.00	\$	160.00	\$	210.00
21		PCC Residential Driveway Pvmr. Removal & Replacement, 6"	SY	\$	200.00	\$	193.00	\$	180.00	\$	218.00
22		PCC Commercial Driveway Pvmr. Removal & Replacement, 8"	SY	\$	215.00	\$	210.00	\$	215.00	\$	225.00
23		PCC Sidewalk Removal & Replacement, 5"	SF	\$	20.50	\$	20.50	\$	25.00	\$	44.00
24		Detectable Warnings	SF	\$	50.00	\$	50.00	\$	35.00	\$	80.00
25		Combination Curb & Gutter Removal & Replacement	LF	\$	106.00	\$	106.00	\$	75.00	\$	181.00



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Replacement Contract
Bid 24-111

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			Unit Price	Unit Price	Unit Price	Unit Price
26	Bituminous Pavement Removal Only	SY	\$ 0.01 \$	50.00 \$	20.00 \$	73.00
27	Bituminous Pavement Removal & Class D Patch, N50, 3" TO 5"	SY	\$ 130.00 \$	135.00 \$	150.00 \$	225.00
28	Bituminous Pavement Removal & Class D Patch, N50, 6" TO 8"	SY	\$ 150.00 \$	165.00 \$	170.00 \$	232.00
29	Bituminous Pavement Removal & Class D Patch, N50, 9" TO 12"	SY	\$ 190.00 \$	205.00 \$	250.00 \$	254.00
30	Seeding - Aurora Mix	SY	\$ 35.00 \$	50.00 \$	40.50 \$	29.00
31	Arrow board	DAY	\$ 0.01 \$	100.00 \$	85.00 \$	64.00
32	Barricades, Type 2 w/Steady Burn Lights	DAY	\$ 0.01 \$	1.00 \$	10.00 \$	73.00
33	Advanced Warning Signs	DAY	\$ 0.01 \$	1.00 \$	10.00 \$	23.00
34	Flagger	HOURL	\$ 110.00 \$	120.00 \$	140.29 \$	142.00
35	Temporary Pavement Surface	SY	\$ 45.00 \$	75.00 \$	75.00 \$	310.00
36	Inlet Protection	EACH	\$ 0.01 \$	1.00 \$	50.00 \$	271.00
37	Mobilization	LS	\$ 500.00 \$	750.00 \$	3,000.00 \$	1.00
38	Remove and Reset Water Heater	EACH	\$ 250.00 \$	400.00 \$	450.00 \$	924.00
39	Interior 1" Copper pipe (length above included 10')	LF	\$ 5.00 \$	20.00 \$	20.00 \$	36.00
40	Interior Connection to Water Meter w/Slab	EACH	\$ 2,500.00 \$	2,500.00 \$	5,500.00 \$	2,499.00
41	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	\$ 1,800.00 \$	2,500.00 \$	5,500.00 \$	2,499.00

**CITY OF AURORA AGREEMENT FOR
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT
INVITATION TO BID 24-111**

THIS AGREEMENT, entered on this 1 day of January 2025 ("Effective Date"), for the On-Call Lead Water Replacement Services ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Michels Plumbing Inc ("Bidder"), located at 225 Gale St Aurora, IL 60506.

WHEREAS, the City issued an Invitation to Bid ("Bid") on October 4, 2024 for the On-Call Lead Water Replacement Services, Aurora, Illinois; and

WHEREAS, the Contractor submitted a Bid Proposal in response to the Invitation to Bid and represents that it is ready, willing and able to perform the Services specified in the Bid Proposal and herein as well as any additional services agreed to and described in the Specifications; and

WHEREAS, on November 27, 2024, the City awarded a contract to Michels Plumbing Inc R24-383

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents. The Agreement shall be deemed to include this document, Bidder's response to the Bid, to the extent it is consistent with the terms of the Bid, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 24-111
Addendum 1

In connection with the Bid and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the Bid and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services. Bidder shall perform the Services listed in the Instructions to Bidders and Special Conditions, attached hereto as Exhibit 1.

3. Term. The contract period will be from January 1, 2025, through December 31, 2025.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Contractor's Bid, the maximum price for providing the Services shall be reflected with **Exhibit 2**. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment in accordance with Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et.seq). Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. **Performance of Services.**

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. **Termination.**

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (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.

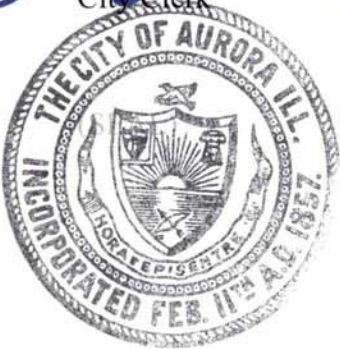
b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

ATTEST:


City Clerk



FOR CITY OF AURORA

By: Jolene Coulter

DocuSigned by:

FOR

Jolene Coulter

By 12/23/2024

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Michels Plumbing, Inc.

(SEAL)

By Signed by:
Matthew Michels
87D95D94848E432... 12/23/2024
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____(SEAL)

_____(SEAL)
Contractor

CITY OF AURORA INVITATION TO BID

24-111

2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT

EXHIBIT 1

(INVITATION TO BID)

CITY OF AURORA INVITATION TO BID
24-111
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT

EXHIBIT 2

(BID PROPOSAL FORM 24-111)

PROPOSAL SUBMITTED BY:

Michels Plumbing, Inc.

Contractor's Name

225 Coale Sr.

Street

AURORA

City

IL

State

P.O. Box

60506

Zip Code

ORIGINAL



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

**2025 On-Call Lead Water Service Line
Replacement Contract**

**PROPOSALS DUE
October 30, 2024
At 11:00 am**

AURORA, ILLINOIS
October 2024
Bid 24-111



EXP. 11/30/25

Nadia L. Schweisthal

10/11/2024

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

BID PROPOSAL FORM

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

1. Proposal of Michels Plumbing, Inc.
for the improvement known as the **2025 On-Call Lead Water Service Line Replacement Contract, Bid 24-111.**
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

Bid Number 24-111

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. In submitting this Offer, the Bidder acknowledges that:
- All bid documents have been examined: Instructions to bidders, Specifications and the following addenda:**
- No. 1, No. _____, No. _____, No. _____, No. _____ (Bidder to acknowledge addenda here).
26. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:

**Bid 24-111
City of Aurora
2025 On-Call Lead Water Service Line Replacement Contract
Proposals Due by 11:00AM: October 30, 2024**

ADDENDUM NO. 1

Page 1 of 1

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: October 22, 2024

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

1. Please confirm that this bid/project does not require a bid bond.
 - This project does not require a bid bond.

Sincerely,

Nadia L. Schweisthal

Nadia L. Schweisthal, PE CPII
Professional Engineer I
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.



Schedule of Prices
2025 Lead Water Service Line
Replacement Program
Bid 24-111

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1	Corporation Stop, 1"	EACH	\$ 280.00
2	Corporation Stop, 1.5"	EACH	\$ 380.00
3	Corporation Stop, 2"	EACH	\$ 580.00
4	Connect to Existing Service Tap	EACH	\$ 200.00
5	Connect to Existing Curb Stop and Box	EACH	\$ 1200.00
6	Trenchless Copper Water Service, 1"	LF	\$ 37.00
7	Trenchless Copper Water Service, 1.5"	LF	\$ 59.00
8	Trenchless Copper Water Service, 2"	LF	\$ 79.00
9	Open Cut Copper Water Service, 1"	LF	\$ 45.00
10	Open Cut Copper Water Service, 1.5"	LF	\$ 59.00
11	Open Cut Copper Water Service, 2"	LF	\$ 79.00
12	Curb Stop and Box, 1"	EACH	\$ 2700.00
13	Curb Stop and Box, 1.5"	EACH	\$ 2950.00
14	Curb Stop and Box, 2"	EACH	\$ 3400.00
15	Sanitary Sewer Adjustment	LF	\$ 50.00
16	Sanitary Sewer Removal and Replacement, 6"	LF	\$ 50.00
17	Drain Tile Repair	LF	\$ 50.00
18	Select Granular Trench Backfill	CY	\$ 35.00
19	HMA Drive Approach Removal & Replacement, 2"	SY	\$ 60.00
20	HMA Drive Approach Removal & Replacement, 4"	SY	\$ 106.00
21	PCC Drive Approach Removal & Replacement, 6"	SY	\$ 193.00
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23	PCC Sidewalk Removal & Replacement, 5"	SF	\$ 20.50
24	Detectable Warnings	SF	\$ 50.00
25	Combination PCC Curb & Gutter Removal and Replacement	LF	\$ 106.00
26	Full Depth Bituminous Pavement Removal Only	SY	\$ 50.00
27	Class D Patch, N50, 3" TO 5"	SY	\$ 135.00
28	Class D Patch, N50, 6" TO 8"	SY	\$ 165.00
29	Class D Patch, N50, 9" TO 12"	SY	\$ 205.00
30	Seeding - Aurora Mix	SY	\$ 50.00



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2025 Lead Water Service Line
Replacement Program
Bid 24-111

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33	Advanced Warning Signs	DAY	\$ 1.00
34	Flagger	HOUR	\$ 120.00
35	Temporary Pavement, 2"	SY	\$ 75.00
36	Inlet Protection	EACH	\$ 1.00
37	Mobilization	LS	\$ 750.00
38	Remove and Reset Water Heater	EACH	\$ 400.00
39	Interior 1" Copper pipe (length above included 10')	LF	\$ 20.00
40	Interior Connection to Water Meter w/Slab	EACH	\$ 2,500.00
41	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	\$ 2,000.00



(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 Michels Plumbing, Inc.Signed By Matthew

President

Business Address 225 Coale St.Aurora IL 60506President MATTHEW J. MICHELSSecretary Katherine A. MichelsTreasurer No TreasurerAttest: Katherine A. Michels
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 570/).

COMPANY NAME Michels Plumbing, Inc.ADDRESS 225 Gale St.CITY/STATE/ZIP CODE Aurora, IL 60506NAME OF CORPORATE/COMPANY OFFICIAL MATTHEW J. MICHELSTITLE PRESIDENT
PLEASE TYPE OR PRINT CLEARLYAUTHORIZED OFFICIAL SIGNATURE Matthew J. MichelsDATE 10-25-24TELEPHONE (630) 801-9700

FAX No. () _____

E-MAIL ADDRESS info@michelsplumbing.com
matt@michelsplumbing.com

Subscribed and Sworn to

Before me this 25 dayof October, 2024

Notary Public

OFFICIAL SEAL
DANIEL S MEYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/31/2027

Bid Number 24-111

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 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 III 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, 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. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Associated Builders and Contractors Member
Plumbing
See Attached Forms

- III. Except for any work identified above, any bidder 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. ☒

Matthew J. Michels 34% ownership
Andrew W. Michels 33% ownership

The requirements of this certification and disclosure are a material part of the contract. 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: Michels Plumbing, Inc

Address: 225 Gale St, Aurora

By: 

(Signature)

Title: President



MEMBERSHIP | ADVOCACY | SAFETY | TRAINING

To Whom It May Concern,

Pursuant to Section 30-20 of the Illinois Procurement Code (30 ILCS 500/30-22 (6)), as well as any other applicable or relevant Responsible Bidder laws or ordinances that require "participation in an approved United States Department of Labor Apprenticeship Training Program," this letter is to verify that Michels Plumbing, Inc. is a member in good standing with Associated Builders & Contractors, IL ("ABCIL") until December 31, 2025. Please be advised that our Association maintains approved apprenticeship training programs certified by the U.S. Department of Labor. As a member in good standing with ABCIL, Michels Plumbing, Inc. has full access to such programs. Non-members and any members not in good standing do not have such access. ABCIL's certification is enclosed herein.

If you need any further information or verification, please feel free to contact me.

Sincerely,

Alicia Martin
President
ABC – Illinois

CERTIFICATE OF MEMBERSHIP

THIS IS TO PROUDLY CERTIFY THAT

Michels Plumbing, Inc.

IS A MEMBER IN GOOD STANDING OF ASSOCIATED
BUILDERS & CONTRACTORS, INC. ILLINOIS CHAPTER
FOR THE YEAR OF 2025

Adina Martin

PRESIDENT

600 S. 2nd Street
Suite 403
Springfield, IL 62704
(217) 523-4692

2458 Elmhurst Road
Elk Grove Village, IL 60007
(847) 709-2960



Bid Number 24-111



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 020-029 approved April 28, 2020.

- 1) Date Submitted: 10/9/2024
- 2) Name of Business: Michels Plumbing, Inc.
- 3) Address of Local Office: 225 Gale St.
- 4) City, State, Zip: Aurora IL 60506
- 5) Company's Web Address: www.michelsplumbing.com
- 6) Phone: (630) 801-9700 Fax: _____
- 7) County your Local Business is Located In: Kane

Submitted By (Signature): [Signature]

Print Name and Title: MATTHEW J. Michels

Email Address: matth@michelsplumbing.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 abatement 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.us

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____

Client#: 21742

MICPL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502	CONTACT NAME: Melanie Garza PHONE (A/C, No, Ext): 630 897-4239 FAX (A/C, No): E-MAIL ADDRESS: melanie@konen.com														
INSURED Michels Plumbing, Inc 225 Gale Street Aurora, IL 60506	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Erie Insurance Company</td> <td>26263</td> </tr> <tr> <td>INSURER B : Erie Insurance Exchange</td> <td>26271</td> </tr> <tr> <td>INSURER C : Erie Insurance Company of New York</td> <td>16233</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Erie Insurance Company	26263	INSURER B : Erie Insurance Exchange	26271	INSURER C : Erie Insurance Company of New York	16233	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Erie Insurance Company of New York	16233														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		Q610113705	06/14/2024	06/14/2025	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY						\$1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$1,000,000
							MED EXP (Any one person)
B	AUTOMOBILE LIABILITY			Q061440068	06/14/2024	06/14/2025	PERSONAL & ADV INJURY
	☒ ANY AUTO						\$1,000,000
	☐ ALL OWNED AUTOS						GENERAL AGGREGATE
	☒ HIRED AUTOS						\$2,000,000
	☐ SCHEDULED AUTOS						PRODUCTS - COMP/OP AGG
B	UMBRELLA LIAB	X	OCCUR	Q301470366	06/14/2024	06/14/2025	\$2,000,000
	EXCESS LIAB						
	DED						
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Q906400329	06/14/2024	06/14/2025	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
	(Mandatory in NH)						☒ YES ☐ NO
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Matthew Michels-EX, President

Andrew Michels-EX, Vice President

Katherine Michels-EX, Secretary

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Aurora
 77 S. Broadway
 Aurora, IL 60505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

The City of Aurora, their agents and employees are shown as an additional insured solely with respect to general liability coverage as evidenced herein on a primary non-contributory basis as required by written contract or agreement with respect to work performed by named insured.



225 Gale Street
Aurora, Illinois 60506-5012
Phone: 630-801-9700
Fax: 630-801-1559

October 7, 2024

City of Aurora
Purchasing Division
44 E. Downer Pl.
Aurora, IL 60507

RE: Bid 24-111, Section SP G.21

To Whom It May Concern:

Thank you for the opportunity to submit for Bid 24-111 for 2025 On-Call Lead Water Service Line Replacements. Below is a list of completed lead water service replacements. Letters of recommendation available upon request.

City of Geneva
Public Works Department
1800 South St.
Geneva, IL 60134
James Childress, 630-232-1551
Various addresses
Full lead water service replacements (over 200)
2020 – Present

City of Batavia
Water & Sewer Department
200 N. Raddant Rd.
Batavia, IL 60510
Jeremy Barkei, 630-454-2450
Various addresses
Full lead water service replacements (over 20)
2021 – 2023

Village of Montgomery
891 Knell Rd.
Montgomery, IL 60538
Mark Wolf, 331-212-9043
Various addresses
Full lead water service replacements (over 20)
2024

Respectfully,

A handwritten signature in black ink, appearing to read "Matthew J. Michels".

Matthew J. Michels
Michels Plumbing, Inc.

Certificate Of Completion

Envelope Id: 75FA8429-09BF-4BFD-B228-6E08357AB74E
 Subject: Complete with Docusign: Michels Plumbing Contract 24-111.pdf
 DocID:
 Source Envelope:
 Document Pages: 24
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Cassandra Karsten
 44 E. Downer Pl.
 Aurora, IL 60505
 KarstenC@aurora.il.us
 IP Address: 198.28.13.21

Record Tracking

Status: Original 12/23/2024 3:18:46 PM	Holder: Cassandra Karsten KarstenC@aurora.il.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of Aurora	Location: DocuSign

Signer Events

Matthew Michels
 katie@michelsplumbing.com
 Michels Plumbing, Inc.
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 87D95D94846E432...
 Signature Adoption: Pre-selected Style
 Using IP Address: 99.130.92.76

Timestamp

Sent: 12/23/2024 3:22:32 PM
 Viewed: 12/23/2024 3:27:48 PM
 Signed: 12/23/2024 3:31:52 PM

Electronic Record and Signature Disclosure:

Accepted: 12/23/2024 3:27:48 PM
 ID: 3c42dfb6-511f-4852-afcc-10693d5b9903

Jolene Coulter
 coulterj@aurora.il.us
 Director of Purchasing
 City of Aurora
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 A87E7B303622439...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.28.13.21

Sent: 12/23/2024 3:31:53 PM
 Viewed: 12/23/2024 3:37:49 PM
 Signed: 12/23/2024 3:37:56 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/23/2024 3:22:32 PM
Certified Delivered	Security Checked	12/23/2024 3:37:49 PM
Signing Complete	Security Checked	12/23/2024 3:37:56 PM
Completed	Security Checked	12/23/2024 3:37:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Aurora (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Aurora:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mpegues@aurora-il.org

To advise Carahsoft OBO City of Aurora of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mpegues@aurora-il.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Aurora

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mpegues@aurora-il.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Aurora

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mpegues@aurora-il.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Aurora as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Aurora during the course of your relationship with Carahsoft OBO City of Aurora.

**CITY OF AURORA AGREEMENT FOR
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT
INVITATION TO BID 24-111**

THIS AGREEMENT, entered on this 1 day of January 2025 ("Effective Date"), for the On-Call Lead Water Replacement Services ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Brandt Excavating Inc ("Bidder"), located at 385 E Hoover St Morris, IL 60450.

WHEREAS, the City issued an Invitation to Bid ("Bid") on October 4, 2024 for the On-Call Lead Water Replacement Services, Aurora, Illinois; and

WHEREAS, the Contractor submitted a Bid Proposal in response to the Invitation to Bid and represents that it is ready, willing and able to perform the Services specified in the Bid Proposal and herein as well as any additional services agreed to and described in the Specifications; and

WHEREAS, on November 27, 2024, the City awarded a contract to Brandt Excavating Inc. R24-383.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder's response to the Bid, to the extent it is consistent with the terms of the Bid, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 24-111
Addendum 1

In connection with the Bid and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the Bid and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Bidder shall perform the Services listed in the Instructions to Bidders and Special Conditions, attached hereto as Exhibit 1.

3. **Term.** The contract period will be from January 1, 2025, through December 31, 2025.

4. Compensation.

a. **Maximum Price.** In accordance with the Contractor's Bid, the maximum price for providing the Services shall be reflected with **Exhibit 2**. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment in accordance with Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et.seq). Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (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.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: Jolene Coulter

DocuSigned by:

Jolene Coulter

A87E7B303622439

FOR

By 12/23/2024

(CORPORATE SEAL)

ATTEST:

[Signature]
City Clerk



Signed by: _____
By _____ 08BB8CEB0407412
President – Contractor

12/23/2024

Secretary

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

_____(SEAL)
Contractor

CITY OF AURORA INVITATION TO BID
24-111
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT
EXHIBIT 1

(INVITATION TO BID)

CITY OF AURORA INVITATION TO BID
24-111
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT

EXHIBIT 2

(BID PROPOSAL FORM 24-111)

PROPOSAL SUBMITTED BY:
Brandt Excavating Inc.

Contractor's Name

385 E Hoover St

Street

Morris

City

IL

State

P.O. Box

60450

Zip Code



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

PROPOSAL AND SPECIFICATIONS FOR

**2025 On-Call Lead Water Service Line
Replacement Contract**

**PROPOSALS DUE
October 30, 2024
At 11:00 am**

AURORA, ILLINOIS
October 2024
Bid 24-111



EXP. 11/30/25

Nadia L. Schweisthal

10/11/2024

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

Bid 24-111
City of Aurora
2025 On-Call Lead Water Service Line Replacement Contract
Proposals Due by 11:00AM: October 30, 2024

ADDENDUM NO. 1

Page 1 of 1

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: October 22, 2024

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

1. Please confirm that this bid/project does not require a bid bond.
 - This project does not require a bid bond.

Sincerely,



Nadia L. Schweisthal, PE CPII
Professional Engineer I
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

BID PROPOSAL FORM

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

1. Proposal of Brandt Excavating Inc.
for the improvement known as the **2025 On-Call Lead Water Service Line Replacement Contract, Bid 24-111.**
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

Bid Number 24-111

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. In submitting this Offer, the Bidder acknowledges that:
- All bid documents have been examined: Instructions to bidders, Specifications and the following addenda:
- No. 1, No. _____, No. _____, No. _____, No. _____ (Bidder to acknowledge addenda here).
26. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



Schedule of Prices
2025 Lead Water Service Line
Replacement Program
Bid 24-111

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1	Corporation Stop, 1"	EACH	\$115.00
2	Corporation Stop, 1.5"	EACH	\$450.00
3	Corporation Stop, 2"	EACH	\$550.00
4	Connect to Existing Service Tap	EACH	\$125.00
5	Connect to Existing Curb Stop and Box	EACH	\$1,200.00
6	Trenchless Copper Water Service, 1"	LF	\$34.50
7	Trenchless Copper Water Service, 1.5"	LF	\$45.00
8	Trenchless Copper Water Service, 2"	LF	\$65.00
9	Open Cut Copper Water Service, 1"	LF	\$34.50
10	Open Cut Copper Water Service, 1.5"	LF	\$45.00
11	Open Cut Copper Water Service, 2"	LF	\$65.00
12	Curb Stop and Box, 1"	EACH	\$2,500.00
13	Curb Stop and Box, 1.5"	EACH	\$2,600.00
14	Curb Stop and Box, 2"	EACH	\$3,000.00
15	Sanitary Sewer Adjustment	LF	0.1
16	Sanitary Sewer Removal and Replacement, 6"	LF	0.1
17	Drain Tile Repair	LF	0.1
18	Select Granular Trench Backfill	CY	\$15.00
19	HMA Drive Approach Removal & Replacement, 2"	SY	\$70.00
20	HMA Drive Approach Removal & Replacement, 4"	SY	\$120.00
21	PCC Drive Approach Removal & Replacement, 6"	SY	\$200.00
22	PCC Drive Approach Removal & Replacement, 8"	SY	\$215.00
23	PCC Sidewalk Removal & Replacement, 5"	SF	\$20.50
24	Detectable Warnings	SF	\$50.00
25	Combination PCC Curb & Gutter Removal and Replacement	LF	\$106.00
26	Full Depth Bituminous Pavement Removal Only	SY	.01
27	Class D Patch, N50, 3" TO 5"	SY	\$130.00
28	Class D Patch, N50, 6" TO 8"	SY	\$150.00
29	Class D Patch, N50, 9" TO 12"	SY	\$190.00
30	Seeding - Aurora Mix	SY	\$35.00



Schedule of Prices
2025 Lead Water Service Line
Replacement Program
Bid 24-111

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
31	Arrow board	DAY	.01
32	Barricades, Type 2 w/Steady Burn Lights	DAY	.01
33	Advanced Warning Signs	DAY	.01
34	Flagger	HOUR	\$110.00
35	Temporary Pavement, 2"	SY	\$45.00
36	Inlet Protection	EACH	.01
37	Mobilization	LS	\$500.00
38	Remove and Reset Water Heater	EACH	\$250.00
39	Interior 1" Copper pipe (length above included 10')	LF	\$5.00
40	Interior Connection to Water Meter w/Slab	EACH	\$2,500.00
41	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	\$1,800.00

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 570/).

COMPANY NAME Brandt Excavating Inc.

ADDRESS 385 E Hoover St

CITY/STATE/ZIP CODE Morris, IL 60450

NAME OF CORPORATE/COMPANY OFFICIAL Chad Brandt

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE



DATE 10/29/24

Subscribed and Sworn to

TELEPHONE (815-942-4488)

Before me this 29th day

FAX No. (815-942-4429)

of October, 2024

E-MAIL ADDRESS brandtbuilders92@gmail.com

Marilyn T Payne
Notary Public

Bid Number 24-111





(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

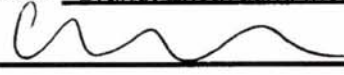
Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Brandt Excavating Inc.

Signed By  President

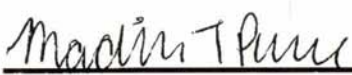
Business Address 385 E Hoover St

Morris, IL 60450

President Chad Brandt

Secretary Madilyn Payne

Treasurer Tonya Ahearn

Attest: 
Secretary

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:

Laborers Local 75 + Operators 150

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 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:

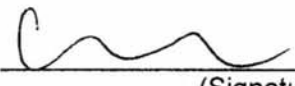
- I. Except as provided in paragraph III below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder, 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. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Bid Number 24-111

- III. Except for any work identified above, any bidder 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. 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: Brandt Excavating Inc.

By: 

(Signature)

Address: 385 E Hoover St, Morris IL 60450

Title: Chad Brandt, 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 29th day of October, 2024.

By [Signature]
(Signature of Bidder's Executing Officer)
Chad Brandt
(Print name of Bidder's Executing Officer)
President
(Title)

ATTEST/WITNESS:

By [Signature]
Title Chris Ahearn, Vice President

Subscribed and sworn to before me this
29th day of October, 2024

[Signature]
Notary Public



Bid Number 24-111



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 O20-029 approved April 28, 2020.

- 1) Date Submitted: _____
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

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.us

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

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

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
Illinois Business Authorization		
BRANDT EXCAVATING INC		
385 HOOVER ST MORRIS IL 60450-1128		
Expiration Date: 9/1/2025	Certificate of Registration Use Taxes	(4229-4894)
		 ILLINOIS REVENUE  Director
OFFICIAL DOCUMENT		Issued Date: 07/03/2024

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX X169 3257 2566#
BRANDT EXCAVATING INC
385 HOOVER ST
MORRIS IL 60450-1128

July 3, 2024



Letter ID: CNXXX16932572566

Account ID: 4229-4894

We have issued your Certificate of Registration.

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business address listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030
REV.CENTREG@illinois.gov**

217 785-3707

LIUNA!
Chicagoland
LABORERS'
District Council Training & Apprenticeship Fund



(630) 653-0006
chicagolaborers.org

April 1, 2024

Brandt Excavating, Inc
385 E Hoover Street
Morris, IL 60450

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Brandt Excavating, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprenticeship Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2023: 190
2022: 139
2021: 112
2020: 97
2019: 74

Yours very truly,

Miranda Maddie
Office Manager

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale



Management Trustees

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

Chicago

5700 West Homer St.
Chicago, IL 60639

Carol Stream

1200 Old Gary Avenue
Carol Stream, IL 60188

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

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

April 12, 1999

Date

IL017990001

Registration No.



AL V LLL

Administrator, Office of Apprenticeship

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



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

November 8, 2023

Brandt Excavating, Inc.
385 E Hoover Street
Morris, IL 60450

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

Dear Sir or Madam:

At the request of Brandt Excavating, Inc., 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, Brandt Excavating, Inc., 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

Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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

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

December 31, 1978

Date Revised June 23, 2011

Registration No.

IL008780173



Walter J. Solis
Secretary of Labor

Ann V. Ladd
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund

Wilmington, Illinois

For the Trade — Operating Engineer (Heavy Equipment Technician)

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

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



William F. Solis
Secretary of Labor

Ann V. Hall
Administrator, Office of Apprenticeship

Certificate Of Completion

Envelope Id: ED5D4011-3E71-4398-9F35-B62C1148E0F8
 Subject: Complete with Docusign: Brandt Contract 24-111 2025 On Call Lead Water Service
 DocID:
 Source Envelope:
 Document Pages: 26
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Cassandra Karsten
 44 E. Downer Pl.
 Aurora, IL 60505
 KarstenC@aurora.il.us
 IP Address: 198.28.13.21

Record Tracking

Status: Original 12/23/2024 2:59:19 PM	Holder: Cassandra Karsten KarstenC@aurora.il.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of Aurora	Location: DocuSign

Signer Events

Brandt Excavating Inc
 brandtbuilders92@gmail.com
 President
 Brandt Excavating
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 96BB8CEB9407412...
 Signature Adoption: Drawn on Device
 Using IP Address: 73.210.99.118
 Signed using mobile

Timestamp

Sent: 12/23/2024 3:05:16 PM
 Viewed: 12/23/2024 3:07:59 PM
 Signed: 12/23/2024 3:08:57 PM

Electronic Record and Signature Disclosure:

Accepted: 12/23/2024 3:07:59 PM
 ID: 4b7b61ac-1153-4144-a637-49f42762c2cf

Jolene Coulter
 coulterj@aurora.il.us
 Director of Purchasing
 City of Aurora
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 A87E7B303622439...
 Signature Adoption: Pre-selected Style
 Using IP Address: 143.195.254.81

Sent: 12/23/2024 3:08:59 PM
 Viewed: 12/23/2024 3:27:11 PM
 Signed: 12/23/2024 3:37:24 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/23/2024 3:05:17 PM
Certified Delivered	Security Checked	12/23/2024 3:27:11 PM
Signing Complete	Security Checked	12/23/2024 3:37:24 PM
Completed	Security Checked	12/23/2024 3:37:24 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Aurora (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Aurora:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mpegues@aurora-il.org

To advise Carahsoft OBO City of Aurora of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mpegues@aurora-il.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Aurora

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mpegues@aurora-il.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Aurora

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mpegues@aurora-il.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Aurora as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Aurora during the course of your relationship with Carahsoft OBO City of Aurora.

**CITY OF AURORA AGREEMENT FOR
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT
INVITATION TO BID 24-111**

THIS AGREEMENT, entered on this 1 day of January 2025 ("Effective Date"), for the On-Call Lead Water Replacement Services ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and IHC Construction Companies LLC ("Bidder"), located at 385 Airport Rd Suite 100 Elgin, IL 60123.

WHEREAS, the City issued an Invitation to Bid ("Bid") on October 4, 2024 for the On-Call Lead Water Replacement Services, Aurora, Illinois; and

WHEREAS, the Contractor submitted a Bid Proposal in response to the Invitation to Bid and represents that it is ready, willing and able to perform the Services specified in the Bid Proposal and herein as well as any additional services agreed to and described in the Specifications; and

WHEREAS, on November 27, 2024, the City awarded a contract to IHC Construction Companies LLC, R24-383.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder's response to the Bid, to the extent it is consistent with the terms of the Bid, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 24-111
Addendum 1

In connection with the Bid and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the Bid and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Bidder shall perform the Services listed in the Instructions to Bidders and Special Conditions, attached hereto as Exhibit 1.

3. **Term.** The contract period will be from January 1, 2025, through December 31, 2025.

4. Compensation.

a. Maximum Price. In accordance with the Contractor's Bid, the maximum price for providing the Services shall be reflected with **Exhibit 2**. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment in accordance with Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et.seq). Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriately licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (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.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: Jolene Coulter

ATTEST:


City Clerk

DocuSigned by:

FOR

Jolene Coulter

By 12/24/2024

(CORPORATE SEAL)



(If a Corporation) CORPORATE NAME IHC Construction Companies LLC

(SEAL)

By  Signed by: 12/24/2024
61D1F85C02E7465 President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

_____(SEAL)
Contractor

CITY OF AURORA INVITATION TO BID
24-111
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT

EXHIBIT 1

(INVITATION TO BID)

CITY OF AURORA INVITATION TO BID
24-111
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT

EXHIBIT 2

(BID PROPOSAL FORM 24-111)

BID PROPOSAL FORM

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

1. Proposal of IHC Construction Companies, LLC
for the improvement known as the **2025 On-Call Lead Water Service Line Replacement Contract, Bid 24-111.**
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. In submitting this Offer, the Bidder acknowledges that:
- All bid documents have been examined: Instructions to bidders, Specifications and the following addenda:**
- No. ONE, No. _____, No. _____, No. _____, No. _____ (Bidder to acknowledge addenda here).
26. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



Schedule of Prices
2025 Lead Water Service Line
Replacement Program
Bid 24-111

Item #	Description	Unit	Unit Price
1	Corporation Stop, 1"	EACH	\$532.00
2	Corporation Stop, 1.5"	EACH	\$690.00
3	Corporation Stop, 2"	EACH	\$868.00
4	Connect to Existing Service Tap	EACH	\$262.00
5	Connect to Existing Curb Stop and Box	EACH	\$532.00
6	Trenchless Copper Water Service, 1"	LF	\$364.00
7	Trenchless Copper Water Service, 1.5"	LF	\$378.00
8	Trenchless Copper Water Service, 2"	LF	\$398.00
9	Open Cut Copper Water Service, 1"	LF	\$574.00
10	Open Cut Copper Water Service, 1.5"	LF	\$603.00
11	Open Cut Copper Water Service, 2"	LF	\$643.00
12	Curb Stop and Box, 1"	EACH	\$492.00
13	Curb Stop and Box, 1.5"	EACH	\$769.00
14	Curb Stop and Box, 2"	EACH	\$999.00
15	Sanitary Sewer Adjustment	LF	\$566.00
16	Sanitary Sewer Removal and Replacement, 6"	LF	\$459.00
17	Drain Tile Repair	LF	\$330.00
18	Select Granular Trench Backfill	CY	\$154.00
19	HMA Drive Approach Removal & Replacement, 2"	SY	\$203.00
20	HMA Drive Approach Removal & Replacement, 4"	SY	\$210.00
21	PCC Drive Approach Removal & Replacement, 6"	SY	\$218.00
22	PCC Drive Approach Removal & Replacement, 8"	SY	\$225.00
23	PCC Sidewalk Removal & Replacement, 5"	SF	\$44.00
24	Detectable Warnings	SF	80.00
25	Combination PCC Curb & Gutter Removal and Replacement	LF	\$181.00
26	Full Depth Bituminous Pavement Removal Only	SY	\$73.00
27	Class D Patch, N50, 3" TO 5"	SY	\$225.00
28	Class D Patch, N50, 6" TO 8"	SY	\$232.00
29	Class D Patch, N50, 9" TO 12"	SY	\$254.00
30	Seeding - Aurora Mix	SY	29.00



Schedule of Prices
2025 Lead Water Service Line
Replacement Program
Bid 24-111

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
31	Arrow board	DAY	\$64.00
32	Barricades, Type 2 w/Steady Burn Lights	DAY	\$73.00
33	Advanced Warning Signs	DAY	\$23.00
34	Flagger	HOUR	\$142.00
35	Temporary Pavement, 2"	SY	\$310.00
36	Inlet Protection	EACH	\$271.00
37	Mobilization	LS	\$1.00
38	Remove and Reset Water Heater	EACH	\$924.00
39	Interior 1" Copper pipe (length above included 10')	LF	\$36.00
40	Interior Connection to Water Meter w/Slab	EACH	\$2,499.00
41	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	\$2,499.00



(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)

Limited Liability Company

Corporate Name IHC Construction Companies, LLC

Signed By 

President

Business Address 385 Airport Rd., Suite 100

Elgin, IL 60123

President David J. Rock

Secretary Russell D. Ginn

Treasurer David J. Rock

Attest: 
Secretary

David J. Rock

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 570/).

COMPANY NAME IHC Construction Companies, LLC

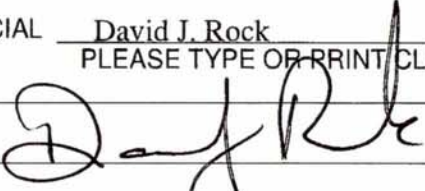
ADDRESS 385 Airport Rd., Suite 100

CITY/STATE/ZIP CODE Elgin, IL 60123

NAME OF CORPORATE/COMPANY OFFICIAL David J. Rock

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE 10/30/2024

Subscribed and Sworn to

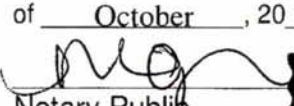
TELEPHONE (847) 742-1516

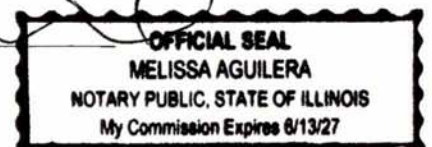
Before me this 30th day

FAX No. ()

of October, 20 24

E-MAIL ADDRESS LCreadon@IHCCConstruction.com


Notary Public



Bid Number 24-111

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:

2025 Aurora Lead Water Service Line Replacement IQC

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 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 III 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, 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. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Carpenters, Laborers, Masons, and Operating Engineers. - See Attachments

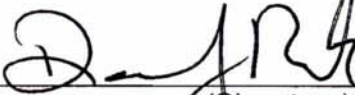
- III. Except for any work identified above, any bidder that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following 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. 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: IHC Construction Companies, LLC

By:


(Signature)

Address: 385 Airport Rd., Suite 100, Elgin, IL 60123

Title: David J. Rock, President

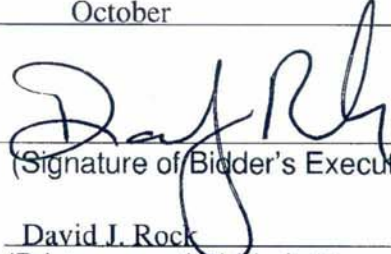
STATE OF ILLINOIS)
County of Kane) SS.

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 30th day of October, 2024.

By 
(Signature of Bidder's Executing Officer)

David J. Rock
(Print name of Bidder's Executing Officer)

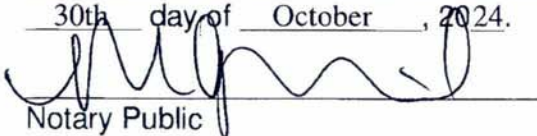
President
(Title)

ATTEST/WITNESS:

By Russell D. Ginn

Title Assistant Secretary

Subscribed and sworn to before me this
30th day of October, 2024.


Notary Public

(SEAL)



Bid Number 24-111



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 O20-029 approved April 28, 2020.

- 1) Date Submitted: 10/30/2024
- 2) Name of Business: IHC Construction Companies, LLC
- 3) Address of Local Office: 385 Airport Rd. Suite 100
- 4) City, State, Zip: Elgin, IL 60123
- 5) Company's Web Address: _____
- 6) Phone: 847-742-1516 Fax: _____
- 7) County your Local Business is Located In: Kane

Submitted By (Signature): _____

Print Name and Title: David I. Rock, President

Email Address: L.Creadon@IHCConstruction.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.us

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

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

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____



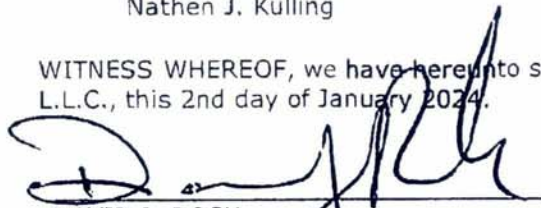
ACTION BY MEMBERS
IHC CONSTRUCTION COMPANIES, LLC
An Illinois Limited Liability Company
BY MAJORITY WRITTEN CONSENT

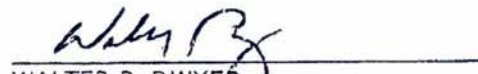
We, the undersigned, being the majority of the members of IHC Construction Companies, L.L.C., present at a meeting, hereby consent in writing to the following actions:

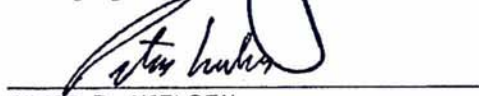
RESOLVED, that those persons whose names are included below hold the positions set beside their name and those persons are hereby authorized to bind the company and to execute all documents necessary to conduct business on behalf of the limited liability company, including, but not limited to the execution of contracts of all kinds, bids, proposals and bonds.

David J. Rock	Managing Member, Chief Executive Officer, President, Treasurer
Walter P. Dwyer	Member, Chief Operating Officer, Executive Vice President, Secretary
Peter D. Nielsen	Member, Vice President, Assistant Secretary
Brian T. Rausch	Member, Vice President, Assistant Secretary
Ronald F. Marshall	Chief Financial Officer, Assistant Secretary
Russell D. Ginn	Vice President, Assistant Secretary
Lawrence C. Creadon	Agent, Assistant Secretary
Grady Higginbotham	Agent, Assistant Secretary
Nathen J. Kulling	Agent, Assistant Secretary

WITNESS WHEREOF, we have hereunto set our hands as Members of IHC Construction Companies, L.L.C., this 2nd day of January 2024.

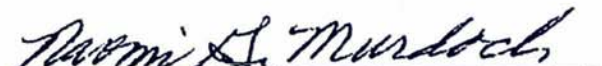

DAVID J. ROCK
Managing Member


WALTER P. DWYER
Member


PETER D. NIELSEN
Member


BRIAN T. RAUSCH
Member

*Subscribed and sworn to before me this
2nd day of January 2024.*


Notary Public



Corporate Office: Corporate Office: 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610
Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard: 1260 Bell Court, Pingree Grove, IL 60140
Southeast Regional Office: 2700 Delk Road SE, Suite 210, Marietta, GA 30067 • Phone: 404-497-7619 • Fax: 404-585-5085

www.ihcconstruction.com



**OWNERS OF IHC CONSTRUCTION COMPANIES, LLC
MEMBERS OF THE LIMITED LIABILITY COMPANY**

Federal Tax I.D. #: 36-4487367 State IBT#: 3281-0725 DHR #: 113177-00

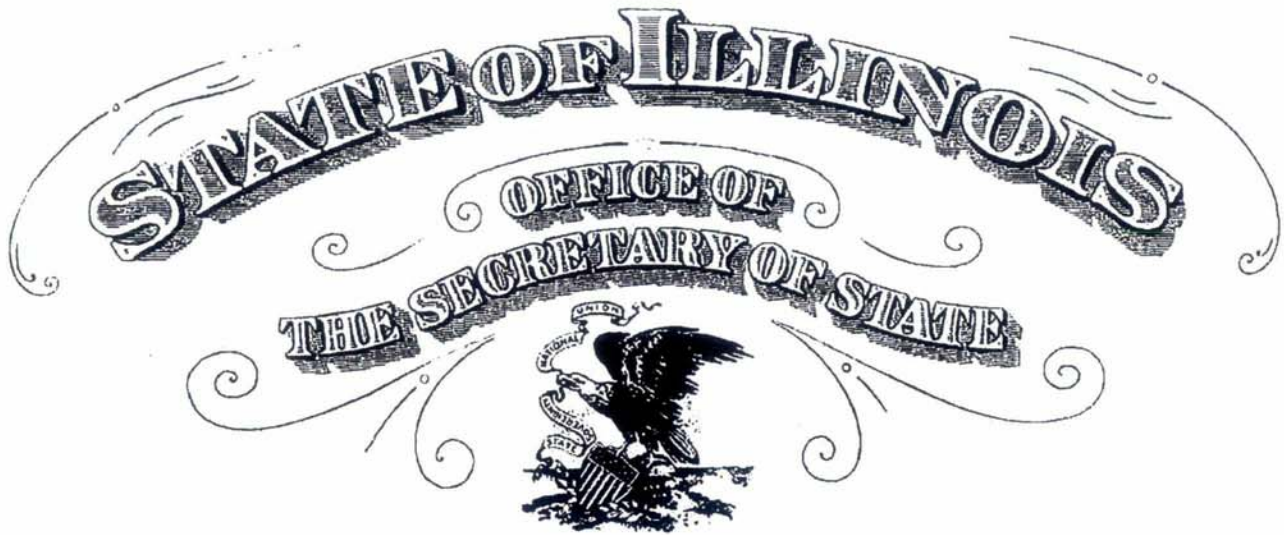
NAME	ADDRESS
David J. Rock, Managing Member	37W600 York Lane Elgin, IL 60123
Walter P. Dwyer, Member	857 Samantha Circle Geneva, IL 60134
Brian T. Rausch, Member	711 East Suffield Drive Arlington Heights, IL 60004
John W. Dwyer, Member	2257 North Wayne Ave., 2D Chicago, IL 60614
Peter D. Nielsen, Member	14475 Eighteenth Fairway Milton, GA 30004
Matthew D. Rock, Member	3689 Peregrine Way Elgin, IL 60124
Bradley P. Ryan, Member	941 South Hillside Avenue Elmhurst, IL 60126
Joseph M. Saftig, Member	5825 Lucerne Lane Lake in the Hills, IL 60156

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**www.ihcconstruction.com
ESTABLISHED 1906**

File Number

0063312-7



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

IHC CONSTRUCTION COMPANIES, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 03, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
*my hand and cause to be affixed the Great Seal of
the State of Illinois, this 21ST
day of FEBRUARY A.D. 2024 .*

Authentication #: 2405202330 verifiable until 02/21/2025
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 2816

IHC Construction Companies, LLC
385 Airport Rd., Suite 100 Elgin, IL 60123

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

\$121,344,000.00

001	EARTHWORK	\$27,700,000
012	DRAINAGE	\$6,600,000
014	ELECTRICAL	\$1,275,000
017	CONCRETE CONSTRUCTION	\$34,700,000
034	DEMOLITION	\$3,050,000
09B	HIGHWAY & RAILROAD STRUCT	\$35,775,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/16/2024 TO 4/30/2025 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 4/16/2024.


Engineer of Construction

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicago Regional Council of Carpenters Apprentice & Training Program
Elk Grove Village, Illinois

For the Trades -- Carpenter, Form Builder (Const.), Drywall Applicator, Floor Layer
Insulation Worker, Lather, Cabinetmaker, Millwright, Carpenter-Piledriver

Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

August 30, 1965

Date

Revised February 14, 2012

IL017650001

Registration No.



Hilda F. Solis
Secretary of Labor

Ann V. Kelly
Administrator, Office of Apprenticeship

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

IL 017990001

Registration No.



Loi. Chao

Secretary of Labor

Anthony Swager

Administrator, Apprenticeship Training, Employer and Labor Service

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Cement Masons' Union Local #502 JAC

Bellwood, Illinois

For The Trade of: Cement Mason

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



August 24, 1982

Revised: February 1, 2019

IL008820041

Registration No.

102 V 2011

Administrative Office of Apprenticeship

Oci 15 18, 01:06p Superior Excavating Co. 8158285427 p.3
4/29/2017 2:28 PM FROM: MOE175 TO: +18158285427 p.3

08/18/2015 15:42 FAX 71
02/28/2008 15 24 FAX

0003
0003

Illinois 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 Engineer
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
22 008780173
Registration No.

Loi. Chao
Secretary of Labor
Anthony D'Amico
Assistant Secretary of Labor and Safety Division

08/18/2019 15:42 FAX 71

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



Loi. Chao
Secretary of Labor

Anthony Suvage

May 5, 2002

Date

IL012020003

F. 08

FAX NO.

P. 9

101 +1847/420810

6/18/2019 11:53 AM FROM: 708-354-0932

IHC Construction Companies LLC - UG Utility Reference List

<u>Client/Completion Date</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
Village of Streamwood – March 2018	Water Main Installation	Streamwood, IL	\$85,000.00	Alex Riegler	630-736-3850	ariegler@streamwood.org
Morton Grove Niles Water Commission- Dec 2019	Fiber Optic & Tracer Wire Installation	Morton Grove Niles Skokie	\$395,000.00	Jesse Singer	630-770-4971	jsinger@ciiorba.com
City of Elmhurst- July 2019	Atrium Lift Station Replacement	Elmhurst, IL	\$1,109,500.00	Tom Foley	262-842-2427	Tom.Foley@clarkdietz.com
City of Lake Forest- Feb 2019	Sanitary Force Main Installation	Lake Forest, IL	\$470,000.00	Bernard Pondexter	847-810-3556	pondextb@cityoflakeforest.com
SNH Medical Office Properties/The RMR Group March 2020	Lakeside Pointe Fire Main Replacement	Waukegan, IL	\$190,125.00	Tyler Reynolds	708-831-4061	treynolds@rmrgroup.com
City of Aurora- April 2020	Water Main Lining & Replacement	Aurora, IL	\$2,000,000.00	Kurt Muth	630-256-3200	kmuth@aurora-il.org
Village of Tinley Park- Nov 2020	Fiber Optic Extension Project	Tinley Park, IL	\$139,700.00	Colby Zemaitis	708-444-5516	czemaitis@tinleypark.org
Village of Wauconda- Nov 2020	ROW Storm Sewer Rehab	Wauconda, IL	\$53,500.00	Chris Bouchard	847-362-5959	cbouchard@rhmg.com
North Shore Water Reclamation District-March 2021	Sewer Lining & Improvements	Skokie, IL	\$189,800.00	Christopher Palmer	847-325-7496	cpalmer@manhard.com
City of Sycamore – September-2021	Sanitary Manhole Rehab	Sycamore, IL	\$61,789.00	Mark Bushnell	815-895-4557	mbushnell@cityofsycamore.com

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<u>Client/Completion Date</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
City of St. Charles – March 2022	Concrete Foundation for Substation 3	St. Charles, IL	\$121,395.00	Erika Sittler	630-377-4983	esittler@stcharlesil.gov
City of Oak Creek, WI- May 2022	Rawson Ave Water Extension	Oak Creek, WI	\$654,000.00	Brian Johnston	414-766-6624	bjohnston@oakcreekwi.gov
Village of Hampshire- August 2022	Water Main Replacement #11 Old Mill Manor	Hampshire, IL	\$103,370.00	Tim Paulson	630-466-6727	tpaulson@eeiweb.com
Lake County Public Works-Oct 2022	Force Main Replacement Project	Long Grove, IL	\$602,567.00	David Humbert	847-377-7145	DHumbert@lakecountylvil.gov
D.J.K Custom Homes, Inc-Oct 2022	Far Side Services & Lead Service Replacements	Heritage Place 140 N. Wright St. Naperville, IL	\$229,000.00	Bill Bolster-City of Naperville	630-420-4122	bolsterb@naperville.il.us
Lake County Public Works-Mar 2023	RT 83 Force Main Realignment	Long Grove, IL	\$235,650.00	Tom Miles	847-544-8717	tmiles@lakecountylvil.gov
City of Naperville- 21/2023	Emergency Excavation & UG Repairs	Naperville, IL	\$40,000.00	Bill Bolster	630-420-4122	BolsterB@naperville.il.us
Village of Oak Park- 21/2023	Emergency Water & Sewer Repairs	Oak Park, IL	\$40,000.00	Michael Bills	708-358-5730	mbills@oak-park.us
Lake County Public Works-November 2023	Highland Lake Water System	Grayslake, IL	\$1,200,000.00	Ying Miao	847-377-7149	ymiao@lakecountylvil.gov
City of Elgin- July 2024	Lead Svc Line Replacements- Yr 2	Elgin, IL	\$1,964,449.00	Timo Bello	847-931-6098	Bello_e@cityofelgin.org
Belvidere Twp Park District- July 2024	Sundstrand Park water Service	Belvidere, IL	\$132,770.00	Jen Melnick	815-547-8435	jen.melnick@civillideas.com

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www.ihcconstruction.com



21825 Cherry Hill Road • Joliet, IL 60433
(708) 429-0660 • www.airys.com • Fax: (708) 429-0795

March 1, 2023

IHC Companies, LLC

385 Airport Road, STE 100

Elgin, IL 60123

To whom it may concern:

IHC Companies, LLC has been a subcontractor to Airy's Inc. for over 15 years. They perform approximately 300 to 400 water service installations for us per year. Over the years, we have had an excellent working relationship. IHC Companies, LLC has always completed their work in safe and timely fashion.

A handwritten signature in black ink, appearing to read 'Stuart Jelm', is written over the printed name 'Stuart Jelm, PE'.

Chief Estimator

Airy's Inc.

Office-708.429.0660

stuart.jelm@airys.com



Mayor
David J. Kaptain

City Council
Corey D. Dixon
Dustin R. Good
Rosamaria Martinez
Anthony Ortiz
Tish S. Powell
Carol J. Rauschenberger
F. John Steffen
Steven F. Thoren

City Manager
Richard G. Kozal

September 19, 2023

Lawrence Creadon
IHC Construction Companies, LLC
385 Airport Rd., Suite 100
Elgin, IL 60123

Subject: Letter of Recommendation

Dear Mr. Creadon:

I am providing this letter of recommendation for the work that IHC Construction Companies (IHC) has completed on one of the City of Elgin's Lead Service Line Replacement Program contracts in FY2023. This contract involves the removal and replacement of approximately 90 existing residential lead water service lines. The service lines are located in the near-northeast area of the City. The total estimated construction cost for the replacement of the lead service lines was approximately \$1,463,100. IHC is currently on schedule and under budget.

IHC's work has been satisfactorily performed. The City preferred trenchless installation on all service lines unless deemed unfeasible and IHC has been able to meet that expectation using both lead extraction and directional drilling construction methods. Other scope items of this project include resident coordination, pre-construction home assessments, and restoration.

Based on the experience I've had with IHC to date, I would recommend them for lead service line replacement projects. If you have any questions or would like to discuss details of the above-mentioned project, I can be reached at 847-931-6098 or bello_e@cityofelgin.org.

Sincerely,

Timo Bello
City of Elgin
Utilities Superintendent

3/2/23

Re: IHC Construction Company, LLC

To Whom It May Concern:

IHC Construction Co replaced 9 lead water services in Naperville in 2022. All the replacements were long side from a new water main into existing homes, some of the homes had finished basements. IHC is an excellent contractor to work with. From start to finish, from Project Manager Larry Creadon to the field personnel, this team was great to work with. Very conscientious of the work involved, very social with the homeowners and explained everything. They were very neat inside and outside the homes, used plastic and tarps to cover everything. The outside taps and bores were precise, they understand the importance of potholing utilities to assure proper damage control. They kept an open dialogue with the City of Naperville W/WW Utility and also the developer to assure all inspections were met. I spoke daily with the field personnel to discuss timing and schedules, our W/WW customers were kept in the construction loop. They worked safely and neatly outside the homes and made sure open holes were sheeted and barricaded. I would invite IHC to bid lead service line replacements in our City.

From my work experience with IHC, I have nothing negative to relate.

Regards,

William Bolster, City of Naperville

Utility Inspection Supervisor Civil Engineering Division

630-420-4122

Classified Advertising

Contact JEWAND HALL • 609-256-6896 • official.bids@construction.com

NOTICE TO PROTECTED, DISADVANTAGED

AND VETERAN OWNED BUSINESSES:

IHC CONSTRUCTION COMPANIES, LLC,
385 Airport Road, Suite 100, Elgin, IL 60123, is seeking Protected Class, Disadvantaged and Veteran Owned Businesses (PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB) for: Lead Water Service Line Replacement IQC, Aurora, IL.

Subcontracting opportunities to complete the work described as follows: Full replacement of lead water service lines from water main to water meter including restoration. Interested and qualified protected class disadvantaged and veteran businesses (PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB) should contact, in writing, (certified letter, return receipt requested), IHC Construction to discuss the project. Negotiations must be completed prior to the **BID DATE OF 10/30/2024 @ 11:00 AM.**

IHC Construction will take affirmative action to ensure that all PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB Businesses have the maximum opportunity to compete for and perform portions of the contract and will not discriminate in the selection of subcontractors or suppliers. All quotes will be evaluated based upon price, value and demonstrated ability.

Send Inquiries & Document Requests to:

Utility@IHConstruction.com

ATTN: Quentin Bell

PH:847-742-1516,

www.IHConstruction.com

IHC Construction Companies, LLC is an
Equal Opportunity Employer



**Illinois Department
of Transportation**

Certificate of Eligibility

IHC Construction Companies, LLC
385 Airport Rd., Suite 100 Elgin, IL 60123

Contractor No 2816

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

\$121,344,000.00

001	EARTHWORK	\$27,700,000
012	DRAINAGE	\$6,600,000
014	ELECTRICAL	\$1,275,000
017	CONCRETE CONSTRUCTION	\$34,700,000
034	DEMOLITION	\$3,050,000
09B	HIGHWAY & RAILROAD STRUCT	\$35,775,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/16/2024 TO 4/30/2025 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 4/16/2024.


Engineer of Construction



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

(Lelling date)

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all prime contracts and subcontracts for the same project. If you are a subcontractor, you must include the name of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owner's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

Part I. Work Under Contract

Contract Number	19015	20015	21011	21018	22020	22026
Contract With	001-62878	0086491	206-62039	111765	135889	138678
Estimated Completion Date	May-23	May-23	Oct-23	Mar-23	Nov-24	Oct-24
Total Contract Price	46,435,000	28,038,842	18,144,177	13,580,304	14,559,327	34,133,158
Uncompleted Dollar Value If Firm is the Prime Contractor	4,399,652	6,937,660	1,325,331	1,765,857	3,597,028	19,533,102
Uncompleted Dollar Value If Firm is the Subcontractor						
	Total Value of All Work					
						37,558,640
						37,558,640

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

	5,000	526,627	41,003	21,000	262,878	2,044,824	2,921,332
Earthwork							
Portland Cement Concrete Paving							
HMA Plant Mix							
HMA Paving							
Clean and Seal Cracks/Joints							
Aggregate Bases & Surfaces	8,000	60,334	28,350	32,001	172,500		301,185
Highway, R.R. and Waterway Structures	40,000	117,094		109,673			266,767
Drainage / SITE UTILITIES	40,000	323,221	18,750				381,971
Electrical							
Cover and Seal Coats						88,750	88,750
Concrete Construction		1,497,753	36,702	90,500	136,580	2,340,625	4,104,160
Landscaping / Erosion Control / Site Furnishings						91,279	91,279
Fencing							
Guardrail / TEMPORARY BARRIER		30,642		104,492	45,000		180,134
Painting - Finishes							
Signaling		50,500		50,252	1,500		51,752
Cold Milling, Plan & Roto - METAL FAB							50,500
Demolition				26,927			26,927
Pavement Markings (Paint)							
Other Construction (List QC / FIELD COND/TEMP	1,000	65,168		93,977			160,145
Carpentry		76,982		13,750	62,622		153,354
Roadway Preservation, Rock Excavation	10,000			9,100			10,000
Shoring & Piling							9,100
MSE Wall							
MOBILIZATION/ COP		15,000	50,000	137,336		684,786	887,122
GENERAL CONDITIONS	122,770	656,718	162,815	125,120	55,000	675,985	1,798,408
Totals	226,770	3,420,039	339,620	816,128	736,080	5,946,249	11,484,885

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an Authorization To Bid. This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

Subcontractor	19015	20015	21011	21018	22020	22026
MIDWEST PRECAST	ALPINE	ARAZA	CONCRETE PAVING	CODE ENGINEERING	A VET COMMUNIC	AMER CONC
PRECAST CONCRETE	DEMOLITION	CONCRETE PAVING	ELECTRICAL	ELECTRICAL	ELECTRICAL	CONC REPAIRS
Subcontract Price	2,121,081	863,358	1,406,999	1,253,547	1,158,625	635,541
Amount Uncompleted	-	225,739	57,433	187,332	350,161	261,992
Subcontractor	AREA EQUIP	CLAUSEN STRUCTURES	STR STEEL ERECTION	CHGO ORNAM IRON	AMERICAN CONC	JUST RITE
Type of Work	STR STEEL ERECTION	STR STEEL ERECTION	STR & MISC STEEL	CONCRETE REPAIRS	METAL CEILINGS	
Subcontract Price	548,876	1,787,705	505,977	2,117,800	45,745	1,882,000
Amount Uncompleted	10,978	122,450	5,492	-	1,439,090	
Subcontractor	INTEGRITY ENV	ARAZA CORP	INDUSTRIAL FENCE	WHITED BROS	CHGO AREA PLUMB	OOSTERBAAN
Type of Work	ENVIRONMENTAL	SITE CONCRETE	FENCE & GUARDAIL	CEILING PANELS	PLUMBING	PAINING
Subcontract Price	198,913	427,873	340,103	1,390,806	553,400	272,300
Amount Uncompleted	2,400	427,873	37,733	295,591	25,326	272,300
Subcontractor	ARAZA CORP	K&S ENGINEERS	TRAFFIC C & P	ENGINEERED PLAST	CHGO ORNAMENTAL	MID AMERICAN
Type of Work	SITE CONCRETE	CAISSONS	TRAFFIC CNTRL/PVT M	COMPOSITE DECKING	STRUCTURAL STEEL	ELEVATOR
Subcontract Price	53,433	4,242,290	1,436,109	1,365,934	687,000	1,497,000
Amount Uncompleted	45,905	-	329,379	38,583	162,000	1,158,937
Subcontractor	WAITE EQUIPMENT	GATEWAY	S&J CONST	US ARCH GLASS	E4 CONTRACTOR	3F CORP
Type of Work	BRIDGE CRANE	REBAR INSTALL	SIGNING	STOREFRONT	SITE UTILITIES	ALUM STOREFRONT
Subcontract Price	562,460	653,291	209,156	361,280	695,000	693,000
Amount Uncompleted	-	125,433	17,509	29,625	639,955	693,000
Subcontractor	CHICAGOLAND TRUCK	CAPITAL INDUSTRIAL	ELECTRIC CONDUIT	PINTO CONSTR	BOFO WATERPROOFING	PINTO CONSTR
Type of Work	HAULING	PAINTING	ELECTRICAL	CARPENTRY	WATERPROOFING	CARPENTRY
Subcontract Price	2,694,553	293,596	886,584	365,315	151,000	3,722,994
Amount Uncompleted	-	195,843	122,306	85,113	-	2,476,189
Subcontractor	Continued	Continued	Continued	Continued	Continued	Continued
Type of Work	on	on	on	on	on	on
Subcontract Price	Next	Next	Next	Next	Next	Next
Amount Uncompleted	Page	Page	Page	Page	Page	Page
Total Uncompleted	59,283	1,087,438	564,362	641,737	1,177,443	6,301,508

CONTINUES ON FOLLOWING PAGE

SIGNATURE AND NOTARY TO FOLLOW ON LAST PAGE

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	19015	20015	21011	21018	22020	22026
Subcontractor	Carry-over from	Carry-over from	Carry-over from	Carry-over from	Carry-over from	Carry-over from
Type of Work	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page
Subcontract Price	253,088	2,944,121	832,477	871,341	2,017,249	11,498,102
Amount Uncompleted						
Subcontractor	MICHEL'S CORP	ATLAS INDUSTRIES	DIAN	MID AMERICAN	TERRY PLUMBING	
Type of Work	scope	DEMOLITION	SITE CONCRETE	ELEVATOR	PLUMBING	
Subcontract Price	4,440,556	362,698	205,372	429,000	574,000	
Amount Uncompleted	-	17,341	74,002	429,000	374,500	
Subcontractor	SANCHEZ PAVING	TRUCK KING	NUCOR/HARRIS	L MARSHALL	GC ROOFING	
Type of Work	scope	HAULING	INSTALL REBAR	ROOFING	ROOFING	
Subcontract Price	189,740	185,011	170,677	310,000	603,000	
Amount Uncompleted	186,066	-	956	250,000	603,000	
Subcontractor	ALDRIDGE	E4 CONTRACTOR	WEATHERGUARD	AMERICAN DEMO	QC ENTERPRISES	
Type of Work	scope	SITE UTILITY	ROOFING	DEMO	WALL TILE	
Subcontract Price	1,718,510	279,431	243,000	279,740	720,791	
Amount Uncompleted	561,291	70,657	3,430	76,300	643,071	
Subcontractor	KEYBOARD ENT	vendor	vendor	TRI-ANT	NUCOR HARRIS	
Type of Work	scope	scope	scope	REBAR	REBAR	
Subcontract Price	1,580,000	price	price	125,992	383,479	
Amount Uncompleted	278,080	price	price	6,280	218,181	
Subcontractor	vendor	vendor	vendor	PINTO	THATCHER FOUNDATIONS	
Type of Work	scope	scope	scope	DRYWALL	ERS	
Subcontract Price	-	price	price	117,120	255,000	
Amount Uncompleted	-	price	price	82,120	-	
Subcontractor	Continued	Continued	Continued	Continued	Continued	
Type of Work	on	on	on	on	on	
Subcontract Price	Next	Next	Next	Next	Next	
Amount Uncompleted	Page	Page	Page	Page	Page	
Total Uncompleted	1,278,526	2,944,121	985,711	949,729	2,860,949	13,336,853

CONTINUES ON FOLLOWING PAGE

SIGNATURE AND NOTARY TO FOLLOW ON LAST PAGE

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

Subcontractor Type of Work Subcontract Price Amount Uncompleted	19015		20015		21011		21018		22020		22026	
	Carry-over from Previous Page	1,278,526	Carry-over from Previous Page	2,944,121	Carry-over from Previous Page	985,711	Carry-over from Previous Page	949,729	Carry-over from Previous Page	2,860,949	Carry-over from Previous Page	13,336,853
Subcontractor Type of Work Subcontract Price Amount Uncompleted	XYLEW FLYGT PUMP EQUIPMENT	5,414,629 270,000	MISC SUPPLIERS MISC ITEMS	300,000 93,000	MISC SUPPLIERS MISC ITEMS	290,000 -	MISC SUPPLIERS MISC ITEMS	100,000 -	MISC SUPPLIERS MISC ITEMS	- -	MISC SUPPLIERS MISC ITEMS	400,000 100,000
Subcontractor Type of Work Subcontract Price Amount Uncompleted	CHC REBAR F/REINFORCING STEEL	1,079,412 -	MISC MATERIALS MISC ITEMS	500,000 155,000	MISC MATERIALS MISC ITEMS	200,000 -	MISC MATERIALS MISC ITEMS	100,000 -	MISC MATERIALS MISC ITEMS	- -	MISC MATERIALS MISC ITEMS	300,000 75,000
Subcontractor Type of Work Subcontract Price Amount Uncompleted	MINOR SUBS MISC SUBCONTRACTORS	1,091,011 394,573	MINOR SUBS MISC SUBCONTRACTORS	750,000 232,500	MINOR SUBS MISC SUBCONTRACTORS	200,000 -	MINOR SUBS MISC SUBCONTRACTORS	267,835 -	MINOR SUBS MISC SUBCONTRACTORS	2,500,000 -	MINOR SUBS MISC SUBCONTRACTORS	200,000 50,000
Subcontractor Type of Work Subcontract Price Amount Uncompleted	MAJOR POs MISC SUPPLIERS	608,218 414,219	MAJOR POs MISC SUPPLIERS	300,000 93,000	MAJOR POs MISC SUPPLIERS	200,000 -	MAJOR POs MISC SUPPLIERS	93,949 -	MAJOR POs MISC SUPPLIERS	1,000,000 -	MAJOR POs MISC SUPPLIERS	100,000 25,000
Subcontractor Type of Work Subcontract Price Amount Uncompleted	MISC SUPPLIERS MISC ITEMS	1,724,459 965,604	MISC SUPPLIERS MISC ITEMS	- -	MISC SUPPLIERS MISC ITEMS	- -	MISC SUPPLIERS MISC ITEMS	- -	MISC SUPPLIERS MISC ITEMS	- -	MISC SUPPLIERS MISC ITEMS	- -
Subcontractor Type of Work Subcontract Price Amount Uncompleted	MISC MATERIALS MISC ITEMS	1,722,584 849,971	MISC MATERIALS MISC ITEMS	- -	MISC MATERIALS MISC ITEMS	- -	MISC MATERIALS MISC ITEMS	- -	MISC MATERIALS MISC ITEMS	- -	MISC MATERIALS MISC ITEMS	- -
Total Uncompleted		4,172,892		3,517,621		985,711		949,729		2,860,949		13,586,853

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work. ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me this
day of July, 2024


Notary Public


Name/Printed

SIGNED

My commission expires: 7/2/25

Company
Address

IHC CONSTRUCTION COMPANIES, LLC
385 AIRPORT ROAD, SUITE 100
ELGIN IL 60123

(Notary Seal)

OFFICIAL SEAL

LISA GOERTZ

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES: 7/12/2025

Page 3, Page 4

Certificate Of Completion

Envelope Id: E24362D4-F0C8-4D00-9D8F-E8A55A935F46

Status: Completed

Subject: Complete with Docusign: IHC Construction Companies LLC Contract 24-111.pdf

DocID:

Source Envelope:

Document Pages: 38

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Cassandra Karsten

AutoNav: Enabled

44 E. Downer Pl.

Envelopeld Stamping: Enabled

Aurora, IL 60505

Time Zone: (UTC-06:00) Central Time (US & Canada)

KarstenC@aurora.il.us

IP Address: 198.28.13.21

Record Tracking

Status: Original

Holder: Cassandra Karsten

Location: DocuSign

12/23/2024 3:07:13 PM

KarstenC@aurora.il.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO City of Aurora

Location: DocuSign

Signer Events

David Rock

Icreadon@IHCconstruction.com

Director of Utility Operations

IHC Construction Companies LLC

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

David Rock
61D1F85C02E7465...

Signature Adoption: Pre-selected Style

Using IP Address: 12.188.5.238

Timestamp

Sent: 12/23/2024 3:16:29 PM

Viewed: 12/23/2024 4:01:23 PM

Signed: 12/24/2024 8:25:53 AM

Electronic Record and Signature Disclosure:

Accepted: 12/23/2024 4:01:23 PM

ID: 1873826a-c32b-4bb2-83cc-4c6255e26c0c

Jolene Coulter

coulterj@aurora.il.us

Director of Purchasing

City of Aurora

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Jolene Coulter
A87E7B303622439...

Signature Adoption: Pre-selected Style

Using IP Address: 143.195.254.81

Sent: 12/24/2024 8:25:55 AM

Viewed: 12/24/2024 8:34:09 AM

Signed: 12/24/2024 8:34:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/23/2024 3:16:29 PM
Certified Delivered	Security Checked	12/24/2024 8:34:09 AM
Signing Complete	Security Checked	12/24/2024 8:34:14 AM
Completed	Security Checked	12/24/2024 8:34:14 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Aurora (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Aurora:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mpegues@aurora-il.org

To advise Carahsoft OBO City of Aurora of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mpegues@aurora-il.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Aurora

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mpegues@aurora-il.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Aurora

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mpegues@aurora-il.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Aurora as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Aurora during the course of your relationship with Carahsoft OBO City of Aurora.

**CITY OF AURORA AGREEMENT FOR
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT
INVITATION TO BID 24-111**

THIS AGREEMENT, entered on this 1 day of January 2025 ("Effective Date"), for the On-Call Lead Water Replacement Services ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Miller Pipeline LLC ("Bidder"), located at 301 Arthur Ave Mt. Prospect, IL 60506.

WHEREAS, the City issued an Invitation to Bid ("Bid") on October 4, 2024 for the On-Call Lead Water Replacement Services, Aurora, Illinois; and

WHEREAS, the Contractor submitted a Bid Proposal in response to the Invitation to Bid and represents that it is ready, willing and able to perform the Services specified in the Bid Proposal and herein as well as any additional services agreed to and described in the Specifications; and

WHEREAS, on November 27, 2024, the City awarded a contract to Miller Pipeline LLC R24-383

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder's response to the Bid, to the extent it is consistent with the terms of the Bid, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 24-111
Addendum 1

In connection with the Bid and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the Bid and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Bidder shall perform the Services listed in the Instructions to Bidders and Special Conditions, attached hereto as Exhibit 1.

3. **Term.** The contract period will be from January 1, 2025, through December 31, 2025.

4. Compensation.

a. Maximum Price. In accordance with the Contractor's Bid, the maximum price for providing the Services shall be reflected with **Exhibit 2**. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment in accordance with Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et.seq). Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (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.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: Jolene Coulter

DocuSigned by:

Jolene Coulter

A87E7B303622439

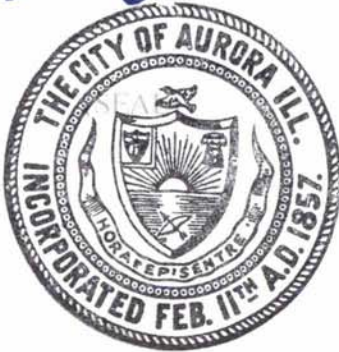
FOR

By 12/27/2024

(CORPORATE SEAL)

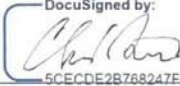
ATTEST:

Jennifer Haller
City Clerk



(If a Corporation) CORPORATE NAME Miller Pipeline

(SEAL)

By  12/27/2024
5CECDE28768247E
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Contractor _____ (SEAL)

CITY OF AURORA INVITATION TO BID
24-111
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT
EXHIBIT 1

(INVITATION TO BID)

CITY OF AURORA INVITATION TO BID
24-111
2025 ON-CALL LEAD WATER SERVICE LINE REPLACEMENT

EXHIBIT 2

(BID PROPOSAL FORM 24-111)

PROPOSAL SUBMITTED BY:

Miller Pipeline, LLC

Contractor's Name

301 Arthur Ave.

Street

P.O. Box

Mt. Prospect, IL 60056

City

State

Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

**2025 On-Call Lead Water Service Line
Replacement Contract**

**PROPOSALS DUE
October 30, 2024
At 11:00 am**

AURORA, ILLINOIS
October 2024
Bid 24-111



EXP. 11/30/25

Nadia L. Schweisthal

10/11/2024

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

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SIGNATURE SHEET

BIDDER'S CERTIFICATIONS

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LOCAL VENDOR PREFERENCE APPLICATION

TYPICAL DETAILS

**City of Aurora
Bid 24-111**

NOTICE TO BIDDERS

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of the City Clerk, 44 E Downer Place, First Floor, Aurora, IL 60505 until **11:00 AM**, Wednesday, October 30, 2024. Proposals will **not** be opened publicly.

Description of Work

Name: 2025 On-Call Lead Water Service Line Replacement Contract

Location: Throughout the City of Aurora

Proposed Improvement: Full replacement of lead water service lines from water main to water meter including restoration and other miscellaneous appurtenances all in accordance with the Plans and specifications.

Bidder Instructions

1. Plans, specifications, and proposal forms will be available on Monday, October 14, 2024 and may be obtained online at: <https://www.aurora-il.org/bids.aspx>.
2. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
3. Any bidder who owes the City money may be disqualified at the City's discretion.
4. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
5. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the Plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
6. The City of Aurora has a local preference ordinance that would apply to this contract.
7. The City is requiring experienced contractors with a minimum total of one hundred (100) lead water service line replacements from the water main to the interior meter inside the residence.

By Order of
City Clerk
City of Aurora

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CITY OF AURORA SPECIAL PROVISIONS

Revised 1/2024

The following Special Provisions supplement the General Specifications, the Illinois Department of Transportation's Standard Specifications For Road and Bridge Construction (herein after called the Standard Specifications), the City of Aurora's Standard Specifications for Improvements, the Supplemental Specifications and Recurring Special Provisions, the Standard Specifications for Water And Sewer Main Construction in Illinois, Seventh Edition, the Standard Specifications for Traffic Control Items, Part 890 of the Illinois Plumbing Code (77 IL Admin Code 890.1150) and the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways and the Illinois Supplement to the National Manual on Uniform Traffic Control Devices in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as the **2025 On Call Lead Service Line Replacement Contract, Bid 24-111** and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT:

Full replacement of lead water service lines from water main to water meter including restoration and other miscellaneous appurtenances all in accordance with the Plans and specifications.

All questions should be received by the Purchasing Division, in writing at PurchasingDL@aurora.il.us, by 4 pm Wednesday, October 23, 2024. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 4:00 pm, Thursday, October 24, 2024 if required. All questions received after Wednesday will not be addressed.

The start date for 2025 On-Call Lead Service Line Replacement Contract depends on a service needing replacement due to maintenance or leaking but could be as early as 12/2/2024.

SUMMARY OF 2024 MAJOR SPECIAL PROVISION REVISIONS:

- **SP G.13 – REMOVE AND PLUG ABANDONED WATER SERVICES**
- **SP W.2 – WATER SERVICE/WATER SERVICE RELOCATION**

SP A.1 – ALTERATIONS TO PROJECT BY ENGINEER

The Engineer reserves the right to alter the ~~Plans and details~~, extend or shorten the improvement, add such work as may be necessary, increase or decrease the quantities of work to be performed, and/or eliminate entire pay items all in accordance with Section 104 of the Standard Specifications, except that the Contractor shall not be entitled to additional compensation or lost profits in the event that quantities are reduced below the original contract quantities, or in the event pay items are deleted entirely.

SP A.3 – RESPONSIBILITY OF WORK

During the progress of the work the Contractor shall assume total risk and liability and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of Subcontractors or Material Suppliers.

SP A.4 – PUBLIC SAFETY AND CONVENIENCE

The Contractor shall maintain drives, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties. This access should not allow the passage of non-local vehicular traffic, which should abide by the approved traffic control plan. Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The Contractor shall always maintain at least one lane open to traffic for emergency vehicles on all streets affected by the construction of these improvements. Adequate use of flaggers and other traffic control devices shall be used to permit such arrangements during working hours. The Contractor shall remove and reinstall all street signs/posts in conflict with the proposed improvements and the contractor will be responsible for the replacement of signs/posts damaged during this process. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained on a temporary basis until the permanent sign can be reinstalled. **If the project is located in a business district, then business open signs shall be posted and maintained during construction.**

~~This work shall not be paid for separately but shall be considered incidental to TRAFFIC CONTROL AND PROTECTION.~~

SP A.6 – PERFORMANCE GUARANTEE OF WORK

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with written directions of the Owner, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer.

Failure of the Contractor to complete or to remedy defective work within a reasonable time (not to exceed 30 days of notice to Contractor in any event) shall be deemed a default and the Owner may take steps as it deems necessary to complete or remedy said work and charge the cost thereof to the Contractor.

SP A.7 – WORK DAYS AND HOURS

The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturdays. No work shall be done on Sundays or Holidays.

Equipment shall not be started before 6:45 AM.

SP A.8 – INCIDENTAL WORK

All work required to install the improvements shown or called for ~~on the Plans and~~ in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be allowed or a unit price is provided for said work in the contract.

SP A.11 – CONTROL OF MATERIALS

All material used shall meet the requirements of the Illinois Department of Transportation, the Standard Specifications for Water and Sewer Main Construction in Illinois, the City of Aurora Standard Specifications for Improvements, and as outlined in these specifications.

All materials will be inspected, tested, and approved by the Engineer before incorporation into the work. The

Contractor shall provide the City with letters of certification from each supplier when requested.

Any work in which untested and unacceptable materials are used without approval or written permission from the Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for.

SP S.1 – TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the Recurring Special Provisions and Supplemental Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways and the Illinois Supplement to the National Manual on Uniform Traffic Control Devices, and any special details and Highway Standards contained herein and in the Traffic Specifications or Highway Specifications. Special attention is called to Article 107.09 of the Standard Specifications for Road and Bridge Construction.

~~The Contractor shall submit to the Engineer a Traffic Control Plan for approval by the Engineer. The Contractor shall adhere to the approved Traffic Control Plan. The Contractor shall obtain written approval from the Engineer forty-eight (48) hours in advance of the implementation of all alterations or deviations from the Traffic Control Plan.~~

All orange signs used shall be fluorescent orange in color. Deteriorated, damaged, or signs with non-original material on the front surface will not be allowed.

Prior to the start of work the Contractor shall have enough barricades, signs, and flagmen at the jobsite for the scheduled work. If satisfactory traffic control as determined by the Engineer is not in place, the Engineer shall order the work to be halted. Traffic control devices shall not be removed without prior written notice and approval of the Engineer.

~~The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purposes of regulating, warning, or guiding traffic. The supplying, installation, and maintenance of traffic control and protection shall be paid for at the contract unit price per LUMP SUM (LS) for TRAFFIC CONTROL AND PROTECTION.~~

~~Pavement marking removal may be included in the contract. The Contractor shall coordinate pavement marking removal with the Engineer. Pavement marking removal shall be paid for at the contract unit price per SQUARE FOOT (SF) for PAVEMENT MARKING REMOVAL.~~

~~Temporary pavement marking may be included in the contract. The Contractor shall coordinate temporary pavement marking with the Engineer. Temporary pavement marking shall be 4 inches wide and paid for at the contract unit price per FOOT (FT) for TEMPORARY PAVEMENT MARKING — YELLOW, or TEMPORARY PAVEMENT MARKING — WHITE. Temporary pavement marking for words and symbols shall conform to the sizes and dimensions specified in the Manual on Uniform Traffic Control Devices standards and shall be paid for at the contract unit price per SQUARE FOOT (SF) for TEMPORARY PAVEMENT MARKING — LETTERS AND SYMBOLS.~~

SP S.2 – RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING AND CONSTRUCTION METHODS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury or loss to:

(a) All employees on the work and other persons who may be affected thereby.

(b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.

(c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. Any damages shall be repaired in a timely manner. All interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site. (See Guarantee & Maintenance of Work for time of acceptance.)

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

The Engineer shall not be responsible for determining the Contractor's construction means or methods.

SP S.3 – LOCATION OF UTILITIES

The Bidder, before submitting a Bid, shall carefully examine the Proposal, ~~Plans~~, Details, Specifications, and Special Provisions. The successful Bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the proposal and the detailed requirements of construction.

When existing structures, services, utilities, pipelines and improvements (both above and below ground) are shown on the ~~Plans~~ GIS, the locations shown are approximate only and are not guaranteed. ~~Obstructions and improvements in addition to those shown on the Plans may also be encountered in carrying out the work.~~ The Contractor shall be responsible for carrying out all work under this contract without additional compensation for whatever condition is found above or below ground.

The Contractor shall notify all utility companies including the City of Aurora Electrical Department (630) 892-1415, Water and Sewer Department (630) 256-3710, local electric companies, local telephone and communications companies, local natural gas companies, and local cable TV companies, and appropriate school districts, a minimum of two (2) working days (forty-eight hours) prior to beginning any construction or preliminary borings. The Contractor shall have the responsibility to determine from the public utility companies and the City of Aurora Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

The depth and alignment of the existing water mains and sewers are approximate and may vary in both alignment and depth between manholes and valves. ~~The Contractor shall not be due any additional compensation in the event that the alignment of the sewers and water mains vary from what is shown on the Plans. The call outs shown on the Plans for the existing water mains are approximate and not guaranteed.~~

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities. Cassie Evans (cassie.evans@ComEd.com, C: 773-241-0741) should be contacted to arrange for any needed pole bracing.

SP H.1 – SOIL EROSION CONTROL

If the size of the project warrants a Storm Water Pollution Prevention Plan (SWPPP), then the Contractor and their Subcontractors shall sign the necessary certification forms and follow the requirements of the SWPPP. The Contractor shall coordinate with the Engineer on correcting any deficiencies identified during inspections or Incidents of Non-compliance and shall notify the Engineer of any changes to the SWPPP's erosion control Plans.

This work shall consist of the supply and installation of soil erosion and sedimentation control devices in accordance with Article 280 of the Standard Specification for Road and Bridge Construction, the City of Aurora's Standard Specifications for Improvements, the Kane-DuPage Soil and Water Conservation District, the Illinois Environmental Protection Agency – Division of Water Pollution Control's NPDES Permit No. ILR10, and with the details within the construction drawings.

Prior to starting any excavation, the Contractor shall be required to place ENGINEER approved inlet protection such as an inlet basket sized to fit that particular frame, or equal, in all curb structures in accordance with the Soil Erosion and Sediment Control Plan.

~~Silt fence shall be installed as shown on the Plans in accordance with the details provided.~~

In the event that ground water is encountered during excavation, the Contractor shall provide dewatering filtration bags for each pump discharge line. The filtration bags shall be as manufactured by Dandy Products or approved equal.

Erosion and Sedimentation Control shall not be paid for separately but shall be considered incidental to the contract. The supply and installation of inlet baskets shall be paid for at the contract unit price for EACH for INLET PROTECTION. ~~The supply and installation of a filtration bag shall be paid for at the contract unit price per EACH for DEWATERING BAG. The supply, installation, and maintenance of silt fence according to the details included in the improvement Plans shall be paid for at the contract unit price per LINEAL FOOT (LF) for SILT FENCE.~~ All material used for erosion and sedimentation control shall be disposed of off-site along with all debris collected within the control devices. Disposal shall not be paid for separately and shall be considered incidental to the unit prices above.

SP H.2 – DUST CONTROL & DIRT ON PAVEMENT

The Contractor shall always be responsible for maintaining dust-free conditions. The Contractor shall clean the pavement of all dirt and debris **at the end of each day's operations**, and at other times as directed by the Engineer by means of high pressure washing or by mechanical sweeping. The Contractor shall provide for the control of dust as specified in Section 24 of the Standard Specifications for Water and Sewer Construction in Illinois, or by the uniform application of a dust control agent approved by the Engineer.

If City water is used for dust control, the Contractor must have a water meter and hoses on site prior to the start of any excavation.

If the Contractor does not meet the requirement of controlling dust and/or cleaning the pavement, within three (3) hours of notification by the Owner, the Owner shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the Contractor. **Additionally, the City will deduct \$750.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner.** Such sum to be charged not as a penalty but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to control dust and clean the pavement(s) as required.

Dust control and pavement cleaning shall be considered incidental to the cost of the contract and will not be paid for separately.

SP H.6 – HAZARDOUS SPILL REMEDIATION

The Contractor shall be responsible for the cleanup of any hazardous spills on the jobsite including oil, diesel, gasoline, etc. and any spill that enters the sewer system or any bodies of water downstream. The Contractor shall expeditiously work with all requests from the Illinois Environmental Protection Agency (IEPA) to comply with cleaning up any spills. The Contractor will be required to hire a contractor specializing in environmental cleanup, and that contractor shall coordinate directly with the IEPA. Should the Fire Department be involved responding to reports of spills and the resulting clean up and the spill is traced back to the Contractor's jobsite, the Contractor shall be liable to reimburse the Fire Department any monies incurred for their efforts. The Fire Department efforts include materials, equipment and labor that they deem necessary to contain or clean up the spill. All costs including coordination, fines and documentation with state and federal agencies, hiring of an environmental cleanup contractor, any environmental cleanup, reimbursement of the Fire Department, or any other costs associated with cleaning up or responding to spills originating from the jobsite shall be paid for by the Contractor. The City will not reimburse the Contractor for any of this work should it occur.

SP G.1 – MOBILIZATION

This item consists of transportation and set up of various equipment necessary to any and all locations for the project, as well as the breakdown and removal of the same equipment.

This item shall be considered incidental to the contract and will not be paid for separately.

SP G.2 – WATER FOR CONSTRUCTION PURPOSES

City water for construction purposes will be available to the Contractor at his cost according to the prevailing rates in effect at the time. Contractors and their sub-contractors will not be allowed to obtain water from private property. The Contractor shall secure a city water meter by presenting a deposit for \$1,600.00 in the form of a certified check made out to The City of Aurora to the Water Billing Department on the First Floor of 44 E. Downer Place, Aurora, Illinois. The name of the Contractor and their Tax ID number will be required. The Contractor will take the resulting forms to the Water & Sewer Maintenance Division located at 649 S. River Street where the city water meter shall be provided. The Contractor and/or sub-contractor will be fined, according to ordinance, which will be deduced from moneys due, for each unauthorized use of City water regardless of the amount of water used or the reason for unauthorized use.

SP G.3 – SURFACE RESTORATION

The Contractor shall be responsible for performing any surface restoration required due to damages caused by storing material and/or equipment outside the areas to be excavated. The surface restoration shall be performed in accordance with the Plans and specifications or as directed by the Engineer and shall be at the Contractor's expense.

SP G.6 – TRENCH BACKFILL, PIPE BEDDING, AND COVER

All select granular material shall meet IDOT gradation specifications and shall be either crushed limestone, crushed concrete or crushed gravel. Material excavated as part of this project may be processed on site for re-use with approval from the Engineer at an agreed upon unit price.

Pipe Bedding

Pipe bedding shall consist of over-excavation of the trench bottom and refilling to proper grade in accordance with the trench backfill details included in the Plans.

The cost of supplying and installing the aggregate bedding shall not be paid for separately but shall be considered incidental to the project.

Haunching

Pipe Haunching shall consist of compacted aggregate for the full width of the trench to the spring line for the reinforced concrete pipe or ductile iron pipe and to one foot (1') above the top of the pipe for PVC pipe in accordance with the details included in these Plans.

The cost of supplying and installing the aggregate haunching shall not be paid for separately but shall be considered incidental to the cost of the pipe.

Trench Backfill

Trench backfill shall be placed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and the Trench Backfill Detail as shown on the Plans.

Place Trench Backfill material to required elevations, for each area classification listed below:

Under grassed areas:

Satisfactory excavated or borrow material, approved by the Engineer.

Under pavements:

Select Trench Backfill of compacted CA-6 crushed limestone or CA-6 crushed gravel.

Place backfill materials evenly adjacent to structures or piping to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure of piping to approximately same elevation in each lift.

Compaction Jetting and Water Soaking

The holes through which the water is injected in the backfill shall be placed in a grid pattern at intervals of not more than four feet (4'). Additional holes shall be provided if deemed necessary by the Engineer to ensure adequate settlement. All holes shall be jetted and shall be carried to a point one foot (1') above the top of the pipe. Drilling the holes by means of augers or other mechanical means will not be permitted. Care shall be taken in jetting to prevent contact with or other disturbance to the pipe.

The water shall be injected at a pressure and rate sufficient to sink the holes at a moderate rate. After a hole has been jetted to the required depth, the water shall be injected until it begins to overflow the surface.

If the Contractor requests and receives approval to perform mechanical compaction in place of jetting all trenches, they shall be responsible for hiring and compensating a third-party testing agency to verify that the minimum compaction requirements listed in the Standard Specifications for Water and Sewer Construction in Illinois and the Compaction Requirements special provision shall be met. Mechanical compaction shall be performed in accordance with the Standard Specifications for Water and Sewer Construction in Illinois.

Surface depressions resulting from backfill subsidence caused by compaction shall be filled and re-compacted by tamping or rolling to the satisfaction of the Engineer.

Measurement and Payment

The cost of supplying and installing the aggregate bedding and haunching shall not be paid for separately but shall be considered incidental to the contract.

The cost of supplying and installing the initial and final Select Granular Trench Backfill shall be paid for at the contract unit price per CUBIC YARD (CY) for SELECT GRANULAR TRENCH BACKFILL. Section 20 of the Standard Specifications for Water and Sewer Main Construction in Illinois shall be used to determine the quantity of Select Trench Backfill that will be eligible for payment. The depth used for the purposes of calculating the quantity of trench backfill that is eligible for payment shall be from the top of the haunching to the bottom of the bituminous pavement patch.

SP G.7 – COMPACTION REQUIREMENTS

The Contractor shall control soil compaction during construction in order to provide the minimum percentage of maximum or relative density as specified for each area of classification indicated below:

Percentage of Maximum Density Requirements

Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well-defined moisture-density relationship (cohesionless soils).

Pavement, Drives, and Sidewalks

Compact the top twelve inches (12") of sub-grade and each layer of backfill material at 95% of the material's maximum density at optimum moisture content as determined by the modified proctor test.

Lawn or Unpaved Areas

Compact the top six inches (6") of sub-grade and each layer of backfill material at 85% maximum density for cohesive soils and 90% relative density for cohesionless soils.

Moisture Control

Where sub-grade and each layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of sub-grade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

SP G.14 – TREE TRIMMING

Tree trimming may be required to allow room for construction equipment to move and swing overhead. In the event tree trimming is needed on a private tree, the contractor shall coordinate with the engineer to confirm the homeowner is notified that their tree will require trimming and the date that the trimming is scheduled to occur. **Tree trimming required for construction shall not be paid for separately but shall be considered incidental to the contract which shall include the disposal of the material removed.**

SP G.16 – BASIS OF AWARD

The City will review all bids submitted based on the total bid and determine an order of precedence to be used by City Staff when calling upon Contractors to perform work. The City will award contracts to the lowest four (4) bidders. The lowest bidder on the list will be given the first opportunity to mobilize. If this Contractor is not able to mobilize to perform the work, the City will move to the next lowest bidder on the list. The Contractor must mobilize to the jobsite and be prepared to work within one (1) week from the first point of contact.

SP G.17 – BARRICADES, TYPE 2 W/STEADY BURN LIGHTS

This unit price for Barricades shall include the cost to deliver to and from jobsite up to 15 barricades for use in conjunction with the "emergency repair" work. This work shall be paid for at the unit price per day for "BARRICADES, TYPE 2 W/STEADY BURN LIGHTS" and shall include up to 15 barricades.

SP G.18 – ADVANCED WARNING SIGNS

The unit price for Advanced Warning Signs shall include the cost for delivering to and from the jobsite up to 4 advanced warning signs (ie: Road Construction Ahead, Left/Right Lane Closed Ahead, Merge, etc....). This work shall be paid for at the unit price per day for "ADVANCED WARNING SIGNS" and shall include up to 4 signs.

SP G.19 – LICENSED PLUMBER

A plumber licensed by the State of Illinois shall be responsible for any work under this contract, if required by the Illinois Plumbing Code. This cost shall not be paid for separately but shall be considered incidental to the contract unit prices.

SP G.20 – INTERIOR CONNECTION TO WATER METER

This work shall consist of connecting the new copper water service to the interior water meter, in accordance with the details and as directed by the Engineer.

- Trenchless pipe installation from the b-box to the point of entry will be billed by the foot for pipe installation
- The interior connection pay item shall include up to 10' of additional pipe past the point of entry, the connection to the existing meter and a new 1" brass ball valve before and if needed after the meter.
- Interior pipe in excess of 10' shall be paid per foot of Interior 1" Copper pipe
- A new drain down shall be installed if needed and included in the cost of the interior connection
- The hole in the foundation wall or concrete floor shall be patched with hydraulic cement or concrete which shall be included in the interior connection. Any restoration beyond this patch will be the homeowner's responsibility
- Existing jumper wire and ground clamps will be reinstalled or replaced if needed which shall be included in the interior connection
- If the meter requires replacement, the replacement will be scheduled and completed by the City at a later date
- City to provide meter socket or meter horn if needed but the installation cost shall be included in the interior connection pay item
- If the water heater requires removal and resetting it shall be paid for separately if approved by the Engineer

This work shall be paid for at the contract unit price per EACH for INTERIOR CONNECTION TO WATER METER W/SLAB or INTERIOR CONNECTION TO WATER METER W/BASEMENT OR CRAWL SPACE and shall include all materials and labor necessary to perform the work as previously specified.

SP G.21 – CONTRACTOR REQUIREMENTS AND LETTERS OF RECOMMENDATION

The Contractor and subcontractors shall have experience with installing both public and private water services and interior residential water meters with a minimum total of one hundred (100) service replacements. Therefore, the Contractor shall submit at least three (3) letters of recommendation from municipalities (city, county, townships, etc.) that had projects of similar scope; specifically installing services from the water main to the interior meter via trenchless methods. The letters of recommendation shall include the following:

- Project name and location
- Summary of services provided
- Date of Contract
- Reference contact name, phone number, and address of the person associated with the project

SP SN.5 – SANITARY SERVICE CROSSINGS

This item consists of replacing sanitary services in accordance with the details and as directed by the Engineer in the field.

The locations of any existing sanitary services painted on-site by private contractors are approximate and are not guaranteed to be correct or complete. Sanitary services are private utilities and will not be located by the City. The Contractor shall be responsible for locating all sanitary services in the field and repairing any damaged services. The Contractor should anticipate encountering inactive sanitary services and active sanitary services that are not shown on the Plans.

In the event of a break in a sanitary service and/or riser, the Contractor shall maintain the flow from the sanitary service at all times.

Contractor shall replace said services with PVC DR 18 C-900 pipe. All connections shall be made using CNSS non-shear sewer couplings as manufactured by Cascade Water Works Mfg. Co. or approved equal. The coupling shall be constructed with an outer shell of T-304 (ASTM A-240/ASME SA-240) stainless steel with three stainless steel heavy duty worm gear fasteners (SAE J-1508 - MIL 5059-A) permanently welded in place and passivated per ASTM A-380. The shell shall fully encircle a 40 durometer ribbed gasket made from virgin SBR (ASTM D2000) rubber formulated for sewer service. Inserts shall be provided to compensate for differences in the outside diameters of the new and existing pipes.

Payment for the work specified herein shall be made at the contract unit price per FOOT (FT), measured in accordance with the details shown on the Plans for SANITARY SEWER SERVICE REMOVAL & REPLACEMENT, 6" replaced at grade.

SP W.2 – WATER SERVICE/WATER SERVICE RELOCATION

All copper fittings shall be flared fittings. Compression fittings shall **not** be allowed. All water services shall be constructed of 1" diameter Type K copper pipe unless otherwise ~~called out on the Plans or~~ directed by the Engineer in the field. Whenever possible, the Contractor shall install water services under pavement using trenchless construction methods (TCM). The Contractor shall submit a detailed plan describing the TCM to be used to the Engineer for approval. The costs associated with exposing existing utilities that may potentially be in conflict with the proposed copper water service to be installed utilizing trenchless methods shall not be paid for separately and shall be considered incidental to the trenchless copper water service installation. Water services and all appurtenances shall be installed meeting the requirements of Part 890 of the Illinois Plumbing Code (77 IL Admin Code 890.1150).

In the event that a partial copper water service is encountered during excavation, the Contractor shall notify the Engineer, and a partial lead service replacement shall be completed. The partial replacement

may be from the street side (main to b-box) or house side (b-box to interior water meter) and may or may not include replacement of the curb stop and b-box.

The Contractor shall televise and locate the sanitary service prior to lead water service replacement. If the homeowner or property owner claim to have a damaged sanitary service post water service replacement, the Contractor shall investigate and repair any damaged services resulting from the lead service replacement at their own expense and as directed by the Engineer.

Installation of water services shall be paid for at the contract unit price per FOOT (FT) for OPEN CUT COPPER WATER SERVICE or for TRENCHLESS COPPER WATER SERVICE for the size specified in the contract, which shall be payment in full for all excavation, trench backfill, dewatering, sheeting, shoring and bracing, supplying and installing the copper pipe and fittings, connection to existing lead lines if required, exposing existing utilities, and flushing the existing system, all in accordance with the Plans, specifications and as directed by the Engineer.

The footage for TRENCHLESS COPPER WATER SERVICE payment shall be to the wall or floor where the new copper service enters the residence. The work necessary to connect the new copper service to the meter within the house by an Illinois Licensed Plumber, core and patch an opening in the wall or floor and clean up the work area not including finished restoration shall be compensated via standard time and material charges. The contractor will only be responsible for patching the floor or wall where the service enters the residence, the homeowner will be responsible for any additional finished restoration disturbed during the installation which shall be kept to a minimum. The contractor will utilize an Illinois Licensed Plumber to provide the labor necessary to install and complete these connections. All internal work shall be performed according to the Illinois Plumbing Code, current edition.

The contractor will be given the contact information the City has obtained from the lead water service sign-off form which the contractor will use to coordinate any work required within the private property. The contractor will be responsible for all contact with the homeowner from that point forward and it is recommended the contractor has a bilingual employee to help with that communication. A before and after picture at the water meter should be taken of each property and provided to the City on completion of the work in order to be paid these allowances. The contractor should display the address and date in each picture.

The Contractor shall remove and replace the curb stop and box if directed by the Engineer. All curb stops shall be Minneapolis pattern with flared connections conforming to ANSI/AWWA C800 and shall be the following brands or approved equal: A.Y. McDonald 6104, Ford B22-444M, or Mueller H-15151. All curb boxes shall be 5'6" bury Minneapolis pattern with minimum 1-1/4" upper section equal to: A.Y. McDonald 5614 or Ford EM-55-56. (Accepted Brands: Mueller, Star Pipe Products, Sigma/Nappco, Bingham & Taylor or approved equal) Removal and replacement of the curb stop and box shall be paid for at the contract unit price per EACH for CURB STOP AND BOX for the size specified in the contract which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

The Contractor shall excavate and tap the ~~new~~ water main and install a new corporation stop ~~at locations shown on the Plans~~ or as directed by the Engineer. Corporation stops shall have flared connections conforming to ANSI/AWWA C-800 and shall be the following brands or approved equal: A.Y. McDonald 4701 or Ford F-600. All excavation, shoring, spoil removal and disposal, trench backfill and materials and labor necessary for connecting the water service to the new water main shall be paid for at the contract unit price per EACH for CORPORATION STOP for the size specified in the contract which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the ~~Plans~~, specifications and as directed by the Engineer.

In locations where the new service is to be connected to PVC water mains, the Contractor shall use an epoxy coated ductile iron service saddle with stainless steel bands. Saddles shall be Ford FC202 for C900/C905 PVC or approved equal. All labor and material necessary for installing saddles shall be paid for at the contract unit price per EACH for SERVICE SADDLE which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the ~~Plans~~, specifications, and as directed by the Engineer.

Bid Number 24-111

SP R.1 – SAW CUTTING

When ~~called for on the Plans or where~~ directed by the Engineer, the Contractor shall saw-cut existing bituminous concrete and/or Portland cement concrete pavement full depth to penetrate the base and sub-base, so as to completely separate the existing pavement to be removed from that to remain. It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement.

The work shall be performed in such a manner that a straight, vertical joint will be obtained. The saw cutting shall be done prior to the commencement of removal operations. Care shall also be taken by the Contractor so as not to damage the remaining pavement or surface directly adjacent to the pavement or surface to be removed. Any damage to the existing pavement or surface resulting from removal operations shall be repaired at the Contractor's expense, as directed by the Engineer.

The saw cutting shall be performed on both sides of the trenches for the proposed underground utilities. This work shall be performed prior to the commencement of the installation of the improvements as specified. It shall be the Contractor's responsibility to lay out the locations for the proposed saw cuts.

This work shall not be paid for separately but shall be considered incidental to the contract unit prices. Saw cutting required for items not listed above or designated elsewhere in the special provisions shall be considered incidental to the contract.

SP R.2 – TEMPORARY DRIVEWAY SURFACE, AND TEMPORARY PAVEMENT SURFACE

Restoration of all improvements on public property is to be done in an expeditious manner. Failure to conform to these requirements will result in the City causing such work to be done. All costs of such work, including administrative costs, will be charged to the Contractor along with a \$500.00 penalty for each occurrence on Driveways, Local Roads and Minor Arterials, and \$500.00 for each hour per occurrence on Major Collectors and Arterials during the peak traffic hours Monday through Friday between 7 AM to 9 AM and 3 PM to 7 PM, during non-peak hours the penalty shall be \$500 per occurrence whereby the City must invoke this provision. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to temporarily or permanently restore public property as required.

PRIOR TO THE REMOVAL OF ANY PAVEMENT OR DRIVEWAYS, THE CONTRACTOR SHALL HAVE TEMPORARY PAVEMENT ON SITE, IN ORDER TO ENSURE THAT THE TEMPORARY PAVEMENT IS IN PLACE THE SAME DAY THAT THE EXISTING PAVEMENT IS REMOVED.

Where a temporary pavement surface has not been requested by the Engineer, the Contractor is encouraged to cap the surface with HMA grindings. However, HMA grindings will not qualify as a temporary pavement surface and will not be paid for as such.

Driveways

A cold mix **temporary surface** is required the same day of excavating the drive approach or the curb adjacent to the drive approach. The Contractor shall provide a temporary approach for all driveways across the width of the approach until the final surface is placed. Temporary driveways shall be inspected at the end of all workdays or in a timely manner to ensure the driveway surface remains usable to the satisfaction of the Engineer. Special attention shall be taken for handicapped residents or residents who may need imminent emergency care (expectant mothers, etc.). The Contractor and Engineer will work to identify special-needs residents to assure they always have access to traffic or special vehicles.

Local Streets and Minor Collectors

The Contractor shall place cold mix at street intersections, and/or at other locations as directed by the Engineer the same day of excavating the pavement. Cold Mix shall have a minimum of two inches (2") thickness. The

temporary surface shall be removed prior to placing the permanent pavement the cost of which is included in this temporary pavement surface pay item. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The Contractor shall be responsible for coring through the cold patch in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional cold patch shall be applied. At all locations where cold mix is not installed, the Contractor shall place and maintain a CA-6 crushed limestone surface. Holes shall be backfilled or steel-plated over weekends and holidays. The permanent patch to City specifications must be in place as soon as possible.

Special attention shall be taken for handicapped residents or residents who may need emergency trips to a hospital. The Contractor, as directed by the Engineer, shall work with special-needs residents to assure they have special access to traffic and/or special vehicles at all times.

Arterials and Major Collectors

The Contractor shall place Hot Mix Asphalt (HMA) at all excavated locations within active travel lanes and intersections, and at other locations as directed by the Engineer. The HMA depth shall have a minimum of two inches (2") thickness. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The Contractor shall be responsible for coring through the temporary pavement in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional temporary pavement shall be applied. As an alternative, the Contractor may use cold mix asphalt. If cold mix is used, the Contractor shall inspect, repair and/or replace cold mix at all actively travelled locations, and at other locations as directed by the Engineer, on a daily basis when the temporary patch exceeds 1-inch of deviation (above or below) from the adjacent pavement or when excessive tracking of material occurs. Cold mix must be compacted with vibratory or heavy equipment – hand tamping shall not be allowed. Tracking of cold mix onto the travelled lanes shall be cleaned on a daily basis during off-peak traffic hours. The Contractor may use steel-plates, secured in place, to cover open excavations during weekends and holidays with appropriate warning signage. The use of CA-6 crushed limestone as a temporary patch is prohibited. The temporary surface shall be removed prior to placing the permanent pavement the cost of which is included in this temporary pavement surface pay item. HMA in good condition may be allowed to remain in place at the Engineer's discretion. Cold mix shall be removed and replaced with permanent pavement.

Special attention shall be taken for handicapped residents, residents who may need emergency trips to a hospital, and businesses and emergency services needing 24-hour access for public safety. The Contractor, as directed by the Engineer, shall work with special-needs residents, businesses, and services to assure they have special access to traffic and/or special vehicles at all times.

Measurement and Payment

The installation and maintenance of the temporary surface shall be paid for at the contract unit price per SQUARE YARD (SY) for TEMPORARY PAVEMENT, 2" which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications and as directed by the Engineer.

SP R.3 – HOT MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT

This work shall consist of saw cutting, removing, and disposing of the existing roadway pavement and replacement with Hot Mix Asphalt pavement and aggregate base course in accordance with the IDOT Specifications, and as shown on the plan details. This work shall be performed after the successful completion of a proof roll.

The cut faces of the existing pavement shall be primed in accordance with the IDOT Specifications.

Damages to existing pavement due to construction traffic and track machinery shall be repaired according to these specifications, to the limits dictated by the Engineer. The repair of damages to existing pavement due to construction traffic and track machinery shall not be paid for but shall be fully repaired at the Contractor's

expense.

Prior to the placement of any permanent pavement, the Contractor shall perform a proof roll in accordance with the latest addition of the IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

Measurement and Payment

This work shall be paid for at the contract unit price per SQUARE YARD (SY) for CLASS D PATCHING of the thickness specified, which price shall be payment in full for all labor, materials including aggregate base, and equipment necessary to perform this work in accordance with the ~~Plans~~, details, and specifications.

SP R.5 – PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

This work consists of the removal of existing residential and commercial drive approaches, and replacement with Portland concrete cement driveways and performing necessary earthwork (such as excavation or embankment) according to the proposed grade.

The replaced driveway shall be six inches (6") for residential approaches, and eight inches (8") for commercial approaches of Class PV Portland cement concrete, non-reinforced with a continuous, full depth bituminous fiber expansion joint at the sidewalk and at the back of the curb. The surface shall be cured and protected as per the requirements for sidewalk. The pavement shall be placed on a compacted stone or gravel base to a depth of four inches (4") minimum for residential, and 6" minimum for commercial. **Portland cement concrete driveways shall have contraction joints installed as shown on the plan details.**

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

This item shall be paid for at the contract unit price per SQUARE YARD (SY) for PCC DRIVE APPROACH REMOVAL & REPLACEMENT, for the thickness specified in the contract, measured in place, which price shall be payment in full for all labor, materials, and equipment necessary to complete this item in accordance with the ~~Plans and~~ specifications.

SP R.6 – HOT MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

This work consists of the removal of existing residential and commercial drive approaches, and replacement with hot-mix asphalt driveways and performing necessary earthwork (such as excavation or embankment) according to the proposed grade.

The replaced driveway surface course shall be two inches (2") for residential approaches and four inches (4") for commercial approaches. The driveway pavement shall be placed on a compacted stone or gravel base to a depth of four inches (4") minimum for residential, and 6" minimum for commercial.

This item shall be paid for at the contract unit price per SQUARE YARD (SY) for HOT MIX ASPHALT DRIVE APPROACH REMOVAL & REPLACEMENT, for the thickness specified in the contract, measured in place, which price shall be payment in full for all labor, materials, and equipment necessary to complete this item in accordance with the ~~Plans and~~ specifications.

SP R.7 – COMBINATION PCC CURB AND GUTTER

This work shall consist of the removal of existing and the installation of new combination P.C.C. (Portland cement concrete) curb & gutter of the type and size matching that which exists, or as directed by the Engineer, by method and materials specified in Articles 606 and 1020 of the Standard Specification for Road and Bridge Construction.

The new combination PCC curb and gutter shall be installed in locations where the work has caused damage or loss of the existing curb, ~~or as shown on the Plans~~ or as directed by the Engineer.

Removal of PCC curb and gutter shall include full depth saw cuts.

Construction of combination PCC curb and gutter shall include:

1. The excavation for, the supplying and placement of, four inches (4") compacted CA-7 Aggregate base.
2. The placement of Class SI, PCC per the detail ~~shown on the Plans.~~
3. The placement of reinforcement per the detail ~~shown on the Plans.~~
4. The drilling and placement of dowel bars with grease caps into the existing adjoining concrete.
5. The placement of contraction joints, expansion joints, and construction joints per the detail and table ~~shown on the Plans.~~
6. The application of curing and sealing compounds for Portland cement concrete per the PCC Sidewalk Removal & Replacement special provision below.
7. The backfilling of curb & gutter with material approved by the Engineer.

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

This work shall be paid for at the contract unit price per FOOT (FT) for COMBINATION PCC CURB & GUTTER REMOVAL AND REPLACEMENT and shall include all labor, material, and equipment necessary for installation as specified herein. Saw cutting, expansion joints, reinforcement, and dowel bars shall be considered incidental to this item.

SP R.8 – PCC SIDEWALK REMOVAL AND REPLACEMENT, 5" AND DETECTABLE WARNINGS

This work shall consist of removing the existing sidewalk and placing a PCC (Portland Cement Concrete) Sidewalk in accordance with Section 424 and 440 of the Standard Specifications, the details included and as directed by the Engineer.

The Contractor shall saw cut, remove and dispose of sidewalks marked in the field for removal and prepare the subgrade to provide for the proposed sidewalk and 2" of compacted granular material, CA-6.

At locations where sidewalk shall be lowered to meet ADA accessibility requirements, the Contractor shall excavate subbase and subgrade as required to properly construct the lowered sidewalk. Earth excavation and disposal required to achieve the desired subgrade shall be considered incidental to the cost of the sidewalk.

Sidewalk ramps may require curb installation along the edge of the ramp where adjacent grading is prohibitive. In this application barrier curbs will be poured monolithically on each side of the curb ramp. These Barrier Curbs will be paid for at the contract unit price per FOOT (FT) of BARRIER CURB and shall include all labor, material, earth excavation and disposal, and equipment necessary for installation as specified herein.

Sidewalk shall be completely formed with lumber of 1½" nominal thickness and held securely in place with stakes.

All replacement sidewalks shall be a minimum of 5" thick. Sidewalk through driveways shall be increased to 6" thick for residential and 8" thick for commercial drive approaches. Sidewalk curb ramps shall be increased to 6" thick. The additional thickness will not be paid for separately but shall be considered incidental to Sidewalk Removal and Replacement.

The concrete used shall be Class SI concrete in accordance with Section 424 and 440 of the Standard Specifications and should be cured as specified in the current issue of the Standard Specifications for Road and Bridge Construction. Membrane curing with W. R. Meadows CS 309, or approved equal, will be allowed with a

white fugitive dye as per Type II membrane curing.

All sidewalk shall be sealed with W. R. Meadows "TIAH", or approved equal, immediately after seven (7) days of curing at a rate of 300 sq.ft. per gallon, utilizing a spray application. The surface must be thoroughly clean and dry at time of application.

The surface finish shall be a light broom finish.

The sidewalk shall be constructed with construction joints at five-foot (5') intervals and shall be saw cut to a minimum depth of one-inch (1") full width within twenty-four (24) hours of concrete placement, or tooled at the time of placement to the same depth.

Expansion joints of three-fourths inches (3/4") full depth bituminous fiber material is required where the new sidewalk abuts all curb, buildings, poles, other structures, through all drives on each side, and spaced as specified in the Plans, at the recommended spacing based on the pour temperature, or as directed by the Engineer.

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

At locations as directed by the Engineer, the Contractor shall excavate sod, topsoil and other material to install subbase granular material and a new sidewalk. Subbase thickness at these locations shall be 4". Earth Excavation required for this work will not be paid for separately but shall be considered incidental to this item.

Sidewalk curb ramps with detectable warning surface shall be constructed according to Standard 424001 and the details included. The Detectable Warning area shall be Red Color, 2' X 4' or 2' X 5' as required.

This work will be paid for at the contract unit price per SQUARE FOOT (SF) for PCC SIDEWALK REMOVAL AND REPLACEMENT, 5" and DETECTABLE WARNINGS, which price shall include all labor and equipment necessary to remove the existing sidewalk, earth excavation and disposal, subbase material, disposal and placing sidewalk and furnishing and installing detectable warnings as specified herein. Root cutting and disposal of roots shall be considered incidental to this item.

SP R.10 – SEEDING - AURORA MIX:

This work shall consist of re-establishing swales and ditch lines, furnishing and placing 6" of pulverized top soil, fine grading, fertilizer, sowing of "Aurora Mix" grass seed by hand raking, and installing loose straw mulch stabilized with hydraulic mulch at the locations designated by the Engineer in accordance with the applicable portions of Section 250 and 251 of the Standard Specifications for Road and Bridge Construction.

Fertilizer nutrients shall be applied to the prepared areas at a 9:18:9 ratio at a rate of 200 pounds per acre.

Aurora Mix:

The City of Aurora grass seed mixture consists of:

24.93% ASAP Perennial Ryegrass
24.46% Caddieshack Perennial Ryegrass
24.33% Goalkeeper Perennial Ryegrass
12.37% Geronimo Kentucky Bluegrass
12.29% Kentucky Bluegrass (variety not stated)
1.34% Inert Matter, 0.28% Crop, 0.00% weed

This mixture shall be sown in such a manner as to produce a growth of grass similar in quality and appearance to the grass of adjoining areas. Grass seed mix shall be proportioned by weight and planted at a minimum rate of eight (8) pounds per thousand (1,000) square feet. Seeds furnished shall be first grade in quality, high in

germination, and free from weeds. Seed shall not be sown in high wind, foul weather conditions, or when ground conditions are not proper in the opinion of the Engineer.

Within twenty-four (24) hours from the time seeding has been performed, the seeded area shall be covered with loose straw mulch and immediately stabilized in accordance with Method 2, Procedure 2 of Article 251.03 of the Standard Specifications.

The Contractor shall notify the Engineer a minimum of 48 hours prior to performing any landscape restoration. The Contractor shall demonstrate to the Engineer seeding and fertilizer applications rates prior to performing this work. Documentation regarding seed mixtures and fertilizer concentrations shall be provided to the Engineer prior to performing this work. In the event that the Contractor fails to adhere to these requirements, the work shall not be eligible for payment.

This work shall not be considered complete until a mowable weed-free stand of grass is obtained.

Measurement and Payment: The work specified herein shall be paid for by the contract unit price per SQUARE YARD (SY) for SEEDING – AURORA MIX, which price shall be payment in full for all labor, materials, and equipment necessary, including pulverized top soil, loose straw mulch covered with hydraulic mulch, and all other appurtenances required to perform this work in accordance with the ~~Plans~~, details, and specifications.

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS
Effective: January 1, 1999
Revised: January 1, 2015

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CITY OF AURORA GENERAL SPECIFICATIONS SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

1.7 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, ~~performance bond~~, these general specifications, supplemental specifications, special provisions, ~~general and detailed Plans for the work~~, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

1.9 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors,

administrators, successors, or assignees thereof.

1.10 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the United States Department of Transportation Federal Highway Administration.

1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

~~1.13 PERFORMANCE BOND~~

~~The term Performance Bond shall be understood to mean the bond, executed by the Contractor and his surety, guaranteeing complete execution of the contract.~~

1.14 PLANS

Wherever the word Plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed Plans or reproductions thereof pertaining to the construction involved.

1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

1.17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the Plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

SECTION 2 AWARD AND EXECUTION OF CONTRACT

2.1 PUBLIC OPENING OF PROPOSALS

~~Proposals will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.~~

2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

2.3 BONDS AND INSURANCE

The bidder to whom the award of contract is made will be required under this contract to furnish a ~~Performance Bond acceptable to the Engineer in the amount of one hundred percent (100%) of the full contract price,~~ a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said Contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligations hereof.

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of fifteen (15) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

2.6 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

2.7 WAIVER OF TRIAL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

SECTION 3 SCOPE OF THE WORK

3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the Plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the Plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

3.2 SPECIAL WORK

Should any construction conditions which are not covered by the Plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the Plans and in the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original Plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

SECTION 4 CONTROL OF THE WORK

4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general Plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such Plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

4.3 DEVIATIONS FROM THE PLANS

No deviation from the general Plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the Plans, profiles and drawings, and provided for in the specifications.

4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the Plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the Plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the Plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and specifications.

4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the Plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the Plans and specifications on the job at all time.

4.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

SECTION 5 CONTROL OF MATERIALS

5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the Plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

SECTION 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

6.2 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

6.4 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

6.6 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service

connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents, and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability

Property Damage Liability

Each Occurrence
\$3,500,000

Each Occurrence
\$500,000

Aggregate
\$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least

thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

6.8 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

6.9 LOCAL BIDDER PREFERENCE

O18-070, amended by O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

SECTION 7 PROSECUTION AND PROGRESS OF WORK

7.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

7.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City, and the Contractor shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to ensure the delivery of the work to the City in first-class condition and in full conformity with the Plans and specifications therefore, at the expiration of the guarantee period.

7.4 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

Submission of Bid Breakdown

Within 10 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed.

Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

BID PROPOSAL FORM

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

1. Proposal of Miller Pipeline, LLC
for the improvement known as the **2025 On-Call Lead Water Service Line Replacement Contract, Bid 24-111**.
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

Bid Number 24-111

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. In submitting this Offer, the Bidder acknowledges that:

All bid documents have been examined: Instructions to bidders, Specifications and the following addenda:

No. 1 (10.22), No. _____, No. _____, No. _____, No. _____ (Bidder to acknowledge addenda here).
26. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



Schedule of Prices
2025 Lead Water Service Line
Replacement Program
Bid 24-111

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1	Corporation Stop, 1"	EACH	\$300.00
2	Corporation Stop, 1.5"	EACH	\$500.00
3	Corporation Stop, 2"	EACH	\$1,000.00
4	Connect to Existing Service Tap	EACH	\$250.00
5	Connect to Existing Curb Stop and Box	EACH	\$1,500.00
6	Trenchless Copper Water Service, 1"	LF	\$20.00
7	Trenchless Copper Water Service, 1.5"	LF	\$25.00
8	Trenchless Copper Water Service, 2"	LF	\$40.00
9	Open Cut Copper Water Service, 1"	LF	\$20.00
10	Open Cut Copper Water Service, 1.5"	LF	\$25.00
11	Open Cut Copper Water Service, 2"	LF	\$40.00
12	Curb Stop and Box, 1"	EACH	\$4,500.00
13	Curb Stop and Box, 1.5"	EACH	\$5,000.00
14	Curb Stop and Box, 2"	EACH	\$5,500.00
15	Sanitary Sewer Adjustment	LF	\$50.00
16	Sanitary Sewer Removal and Replacement, 6"	LF	\$200.00
17	Drain Tile Repair	LF	\$45.00
18	Select Granular Trench Backfill	CY	\$40.00
19	HMA Drive Approach Removal & Replacement, 2"	SY	\$115.00
20	HMA Drive Approach Removal & Replacement, 4"	SY	\$160.00
21	PCC Drive Approach Removal & Replacement, 6"	SY	\$180.00
22	PCC Drive Approach Removal & Replacement, 8"	SY	\$215.00
23	PCC Sidewalk Removal & Replacement, 5"	SF	\$25.00
24	Detectable Warnings	SF	\$35.00
25	Combination PCC Curb & Gutter Removal and Replacement	LF	\$75.00
26	Full Depth Bituminous Pavement Removal Only	SY	\$20.00
27	Class D Patch, N50, 3" TO 5"	SY	\$150.00
28	Class D Patch, N50, 6" TO 8"	SY	\$170.00
29	Class D Patch, N50, 9" TO 12"	SY	\$250.00
30	Seeding - Aurora Mix	SY	\$40.50



Schedule of Prices
2025 Lead Water Service Line
Replacement Program
Bid 24-111

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
31	Arrow board	DAY	\$85.00
32	Barricades, Type 2 w/Steady Burn Lights	DAY	\$10.00
33	Advanced Warning Signs	DAY	\$10.00
34	Flagger	HOUR	\$140.29
35	Temporary Pavement, 2"	SY	\$75.00
36	Inlet Protection	EACH	\$50.00
37	Mobilization	LS	\$3,000.00
38	Remove and Reset Water Heater	EACH	\$450.00
39	Interior 1" Copper pipe (length above included 10')	LF	\$20.00
40	Interior Connection to Water Meter w/Slab	EACH	\$5,500.00
41	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	\$5,500.00



Naperville

October 29, 2024

City of Aurora
Office of the City Clerk
44 E Downer Place
Aurora, IL 60505

RE: Miller Pipeline LLC Letter of Recommendation

To Whom it May Concern,

Miller Pipeline, LLC was a Prime Contractor on a project for the City of Naperville, IL on a Lead Service Replacement project. The project was designated **"23-121 2024 Lead Water Service Replacement Program"** and was executed between 6/17/2024 and 10/21/2024. The work included 58 lead service line replacements; replacement services from water main to curb stop and installation of services from curb stop to the inside of the dwelling. Nearly all services were installed using trenchless methods (directional drill). The inside work included replacement of the meter and any electrical as required. Additionally, the work involved coordination with the Customers in the City for service interruptions, coordination of traffic control with the City, and hard and soft surface restoration. Miller Pipeline executed the work on this project in a safe, timely and effective manner and would recommend them for your upcoming project.

Sincerely,

Jacob Parrish, P.E.
Senior Civil-Environmental Engineer
Department of Public Utilities – Water/Wastewater
City of Naperville
3612 Plainfield-Naperville Rd
Naperville, IL 60564
Office: 630-420-4121
Email: parrishj@naperville.il.us

VILLAGE PRESIDENT
Jesal Patel

VILLAGE CLERK
Beryl Herman

VILLAGE MANAGER
Anne Marie Gaura



TRUSTEES
Jean Ikezoe-Halevi
Grace Diaz Herrera
Craig L. Klatzco
Chris Martel
Mohammed Saleem
Atour Toma Sargon

October 29, 2024

City of Aurora
Office of the City Clerk
44 E Downer Place
Aurora, IL 60505

RE: Miller Pipeline LLC Letter of Recommendation

To Whom it May Concern,

Miller Pipeline, LLC is a Prime Contractor for the Village of Lincolnwood's Lead Service Replacement project. The project was designated as the **"2024 Lead Service Line Replacement Program"** and was executed between July of 2024 and present. The total value of the project was \$232,281.00. The work included 27 lead service line replacements; with some replacements from the water main to the curb stop, and curb stop to interior meter, and others only from the curb stop to the meter. Nearly all services were installed using trenchless methods (directional drill). The inside work included replacement of the meter and any electrical as required as well as asbestos testing and abatement, and interior restoration of the impacted area. Additionally, the work involved coordination with the Customers in the Village for service interruptions, coordination of traffic control with the Village, and soft surface restoration.

Miller Pipeline is executing the work on this project in a safe, timely and effective manner and I would recommend them for your upcoming project.

Feel free to contact me with any questions at (224) 251-0821 or by email at rmieritz@lwd.org.

Sincerely,

Rachel Mieritz
Staff Engineer
Village of Lincolnwood | Public Works
7001 North Lawndale Avenue | Lincolnwood, IL 60712
p: 224-251-0821 | rmieritz@lwd.org





October 29, 2024

City of Aurora
Office of the City Clerk
44 E. Downer Place
Aurora, IL 60505

RE: Miller Pipeline, LLC Letter of Recommendation

To Whom it May Concern,

Miller Pipeline, LLC was a Prime Contractor on a project for the City of Edgerton, WI on a Lead Service Replacement project. The project was designated "24E-02 2024 Lead Service Lateral Replacement" and was executed between June 2024 and September 2024. The work included approximately 60 public and 80 private side lead service lateral replacement; replacement services from water main to curb stop and installation of services from curb stop to the inside of the dwelling. The inside work included replacement of the meter and any electrical as required. Nearly all services were installed using trenchless methods (directional drill). Additionally, the work involved coordination with the Customers in the City for service interruptions, coordination of traffic control with the City, and hard and soft surface restoration.

Miller Pipeline executed the work on this project in a safe, timely and effective manner and would recommend them for your upcoming project.

Sincerely,

Howard Moser
Municipal Services Director
City of Edgerton
hmoser@edgerton.wi.gov
608-884-3341



(If an individual)

Limited Liability Company (LLC)

Signatures

Signature of Bidder

[Handwritten Signature]

VP Field Finance

Business Address 301 Arthur Ave., Mt. Prospect, IL 60056

(If a partnership)

Firm Name

Signed by

Business Address

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name

Signed By

President

Business Address

President

Secretary

Treasurer

Attest:

Secretary

Bid Number 24-111

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 570/).

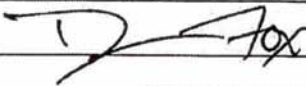
COMPANY NAME Miller Pipeline, LLC

ADDRESS 301 Arthur Ave.

CITY/STATE/ZIP CODE Mt. Prospect, IL 60056

NAME OF CORPORATE/COMPANY OFFICIAL Dan Fox

TITLE VP Field Finance PLEASE TYPE OR PRINT CLEARLY

AUTHORIZED OFFICIAL SIGNATURE 

DATE 10/29/24

TELEPHONE (262) 574-5100

FAX No. ()

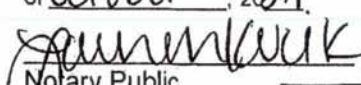
E-MAIL ADDRESS _____

Bid Number **24-111**

Subscribed and Sworn to

Before me this 29 day

of October, 2024.


Notary Public

Lauren Kucik
NOTARY PUBLIC
My Comm. Exp. 10-19-2028
STATE OF WISCONSIN

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 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 III 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, 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. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers - Local 2

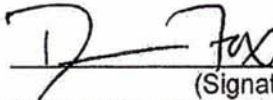
Operators - Local 150

- III. Except for any work identified above, any bidder 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. 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: Miller Pipeline, LLC

Address: 301 Arthur Ave., Mt. Prospect, IL 60056

By: 
(Signature)

Title: VP Field Finance

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 29 day of October, 2024

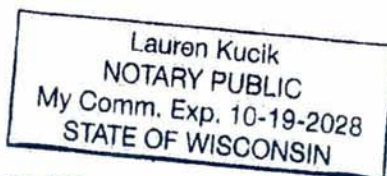
By [Signature]
(Signature of Bidder's Executing Officer)
Don Fox
(Print name of Bidder's Executing Officer)
VP Fidd Finance
(Title)

ATTEST/WITNESS:

By Lauren Kucik
Title Contract Manager

Subscribed and sworn to before me this
29 day of October, 2024
[Signature]
Notary Public

(SEAL)



Bid Number 24-111

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 492-8600 • FAX (708) 482-7188
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

March 26, 2024

Miller Pipeline Corp.
P.O. Box 34141
Indianapolis, IN 46234

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

Dear Sir or Madam:

At the request of Miller Pipeline 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, Miller Pipeline 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

Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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

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

December 31, 1978

Date Revised June 23, 2011

Registration No.

IL008780173



Walter J. Solis
Secretary of Labor

Ann V. Hall
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund

Wilmetton, Illinois

For the Trade — Operating Engineer (Heavy Equipment Technician)

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

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Michael J. Solis
Secretary of Labor

Ann V. Land
Administrator, Office of Apprenticeship

LIUNA!
Chicagoland
LABORERS'
District Council Training & Apprentices Fund



(630) 653-0006
chicagolaborers.org

27 March 2024

Miller Pipeline
19705 W Lincoln Ave
New Berlin, WI 53146

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

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

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

Yours very truly,

Felicita Ruiz
Assistant Office Manager

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale



Management Trustees

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

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

Chicago
5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

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

April 12, 1999

Date

IL017990001

Registration No.



Jan V. L. 11

Administrator, Office of Apprenticeship



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 O20-029 approved April 28, 2020.

- 1) Date Submitted: _____
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

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.us

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

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

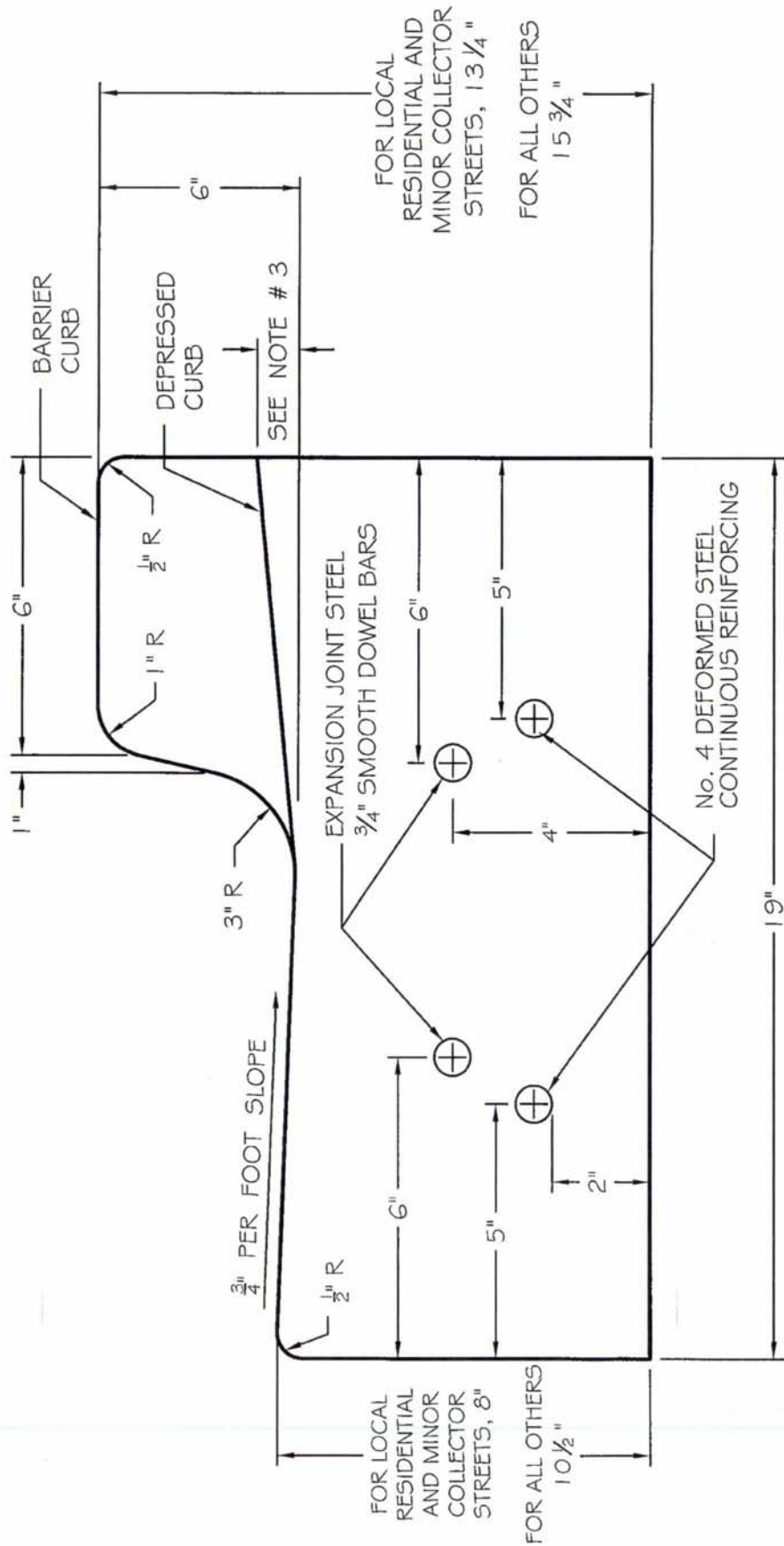
Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____



- NOTES: 1. CURB & GUTTER SHALL HAVE A LIGHT BROOM FINISH.
2. CURB & GUTTER TO BE PLACED ON MINIMUM COMPACTED 4" CA-7 LIMESTONE BASE.
3. EQUALS 2" AT DRIVEWAYS, 1/2" MAXIMUM AT ACCESSIBLE CURB RAMPS.

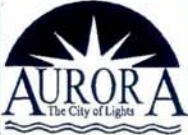


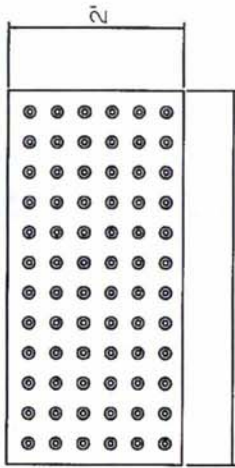
REVISIONS	
DATE: 02/2013	BY: DG

CONCRETE CURB & GUTTER			
SCALE: NOT TO SCALE	CHECKED: DF	DRAWING NUMBER: EXHIBIT II-C-4	
DATE: 1/04	DRAWN: NM		

CURB AND GUTTER GENERAL NOTES:

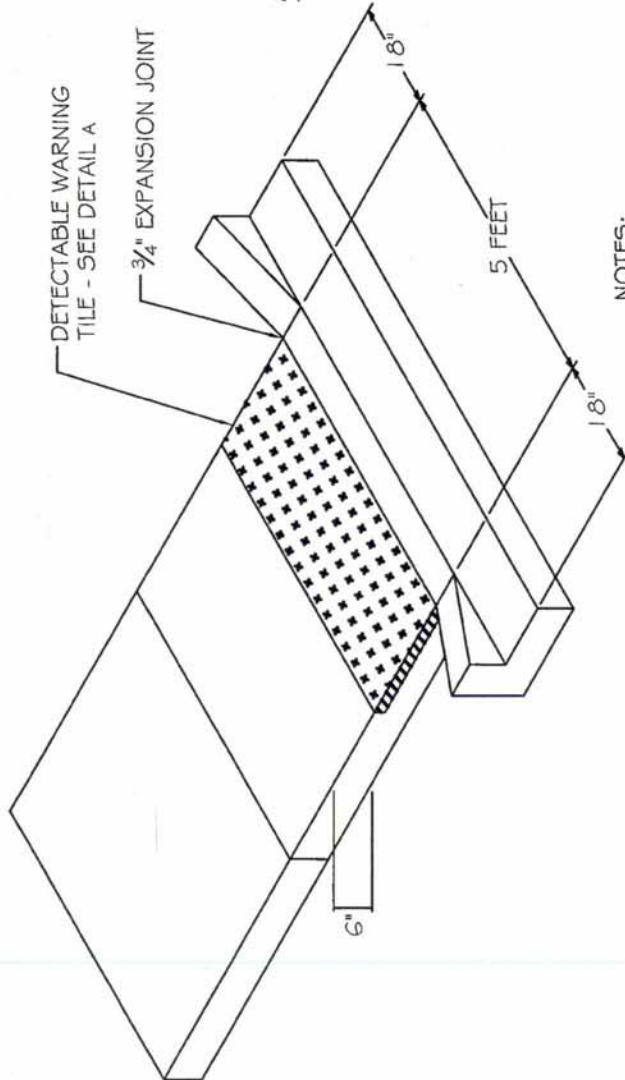
1. Contraction joints shall be placed ten (10) feet on centers and shall be saw cut to a minimum depth of two (2) inches from front to back within twenty four (24) hours of concrete placement.
2. The concrete material, curing, protection, and placement for all curb, combination curb and gutter or, depressed curb and gutter shall meet the requirements of Articles 606, 1020, 1021, 1022, and 1023 of the State of Illinois "Standard Specifications for Road and Bridge Construction", latest edition. Membrane curing and concrete sealing shall be accompanied by W.R. Meadows CS-309 Cure and Seal or approved equal like Okon S-20. If the forecast indicates temperatures below 32° F, protection methods shall be installed in accordance with the Standard Specifications for Road and Bridge Construction and shall be approved by the City Engineer.
3. The minimum longitudinal curb slope shall be 0.40%.
4. Cuts into the existing curb shall be made full depth with full expansion joints drilled at each per Exhibit II-C-12 herein.

	REVISIONS		CURB AND GUTTER GENERAL NOTES		
	DATE:	BY:			
	01/2011	jhs	SCALE:	CHECKED:	DRAWING NUMBER
	02/2013	DG	DATE:	DRAWN:	EXHIBIT II-C-5
		03/08	J. MOORE		



5'
DETAIL - A

AT RADIUS LOCATIONS, USE A 2' X 4' TILE AS REQUIRED TO FIT SIDEWALK



DETECTABLE WARNING TILE - SEE DETAIL A

3/4" EXPANSION JOINT

5 FEET

6"

NOTES:

1. DETECTABLE WARNING TILES SHALL BE RED 2' x 5'. IDOT APPROVED PRODUCT WITH A 5 YEAR WARRANTY (MIN.).
2. TILES SHALL BE SECURELY ANCHORED WITHIN A 5' x 5' SQUARE OF P.C. CONCRETE 6" THICK.
3. PLACEMENT OF DETECTABLE WARNING TILES SHALL ADHERE TO LOCATIONS & SETBACKS AS SHOWN IN IDOT STANDARDS INCLUDING 424001 FOR VARIOUS FIELD CONDITIONS.
4. THE COLORING AND STAMPING OF CONCRETE WILL NOT BE ALLOWED.
5. DETECTABLE WARNINGS SHALL BE INSTALLED AT ALL CURB RAMPS. BIKE PATH TILE AREA SHALL MEASURE 8' WIDE.

CURB RAMP DETAIL
FOR STANDARD 5' WIDE
SIDEWALK IN LANDSCAPED AREAS

REVISIONS	
DATE:	BY:

12/2010	jhs
02-22-13	DG



CURB RAMP DETAIL

DRAWING NUMBER:

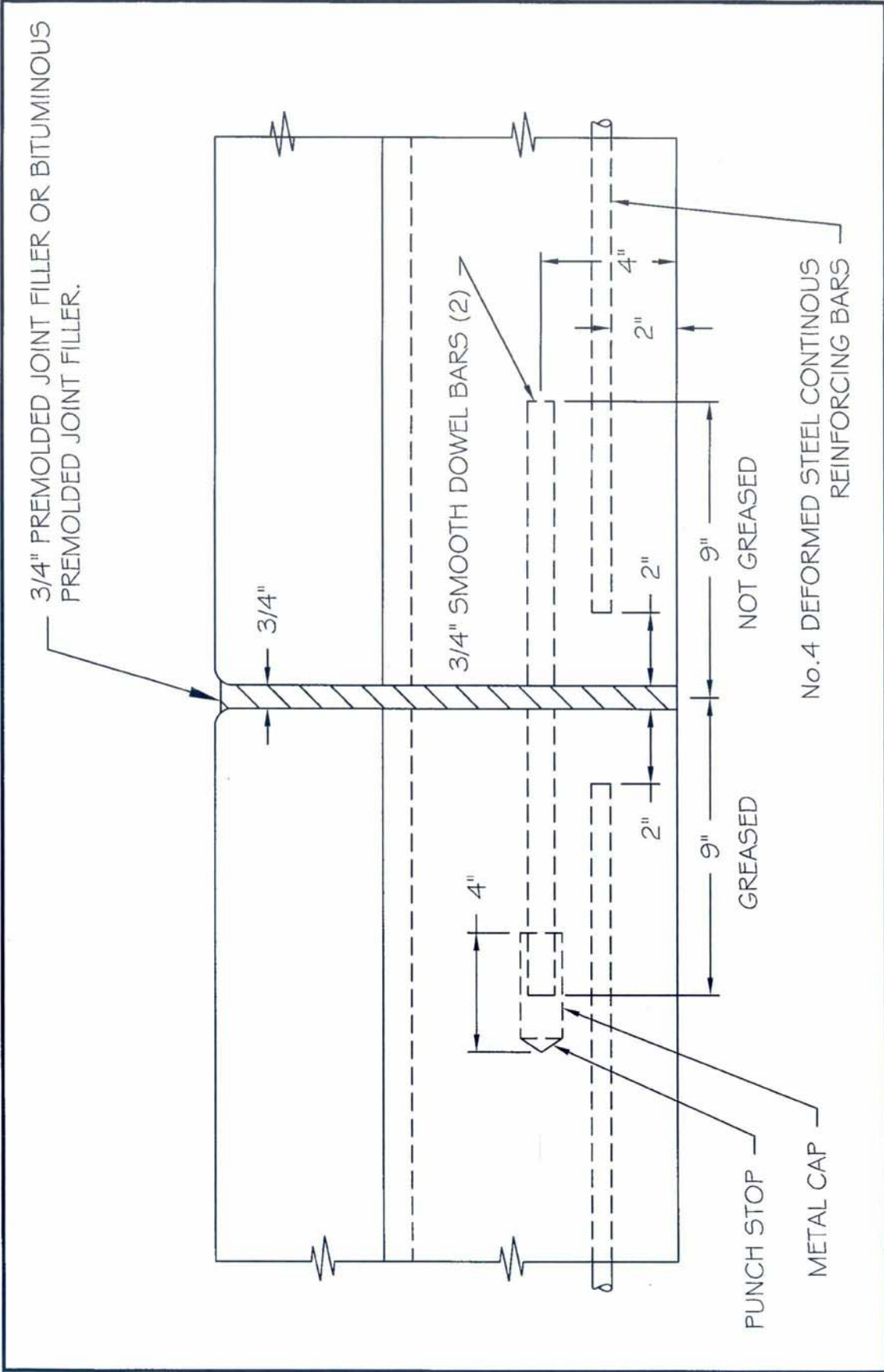
EXHIBIT 11-C-6

SCALE: NOT TO SCALE

CHECKED: CL

DATE: 1/04

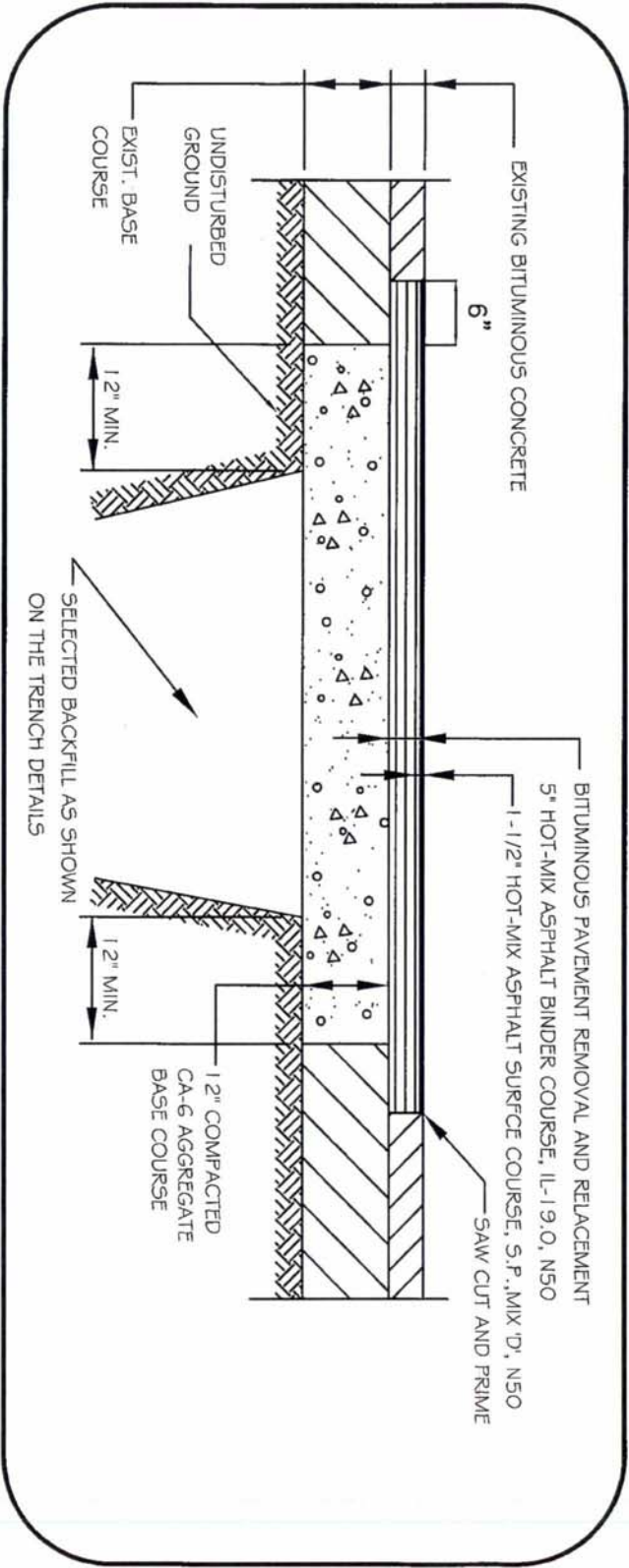
DRAWN: DG



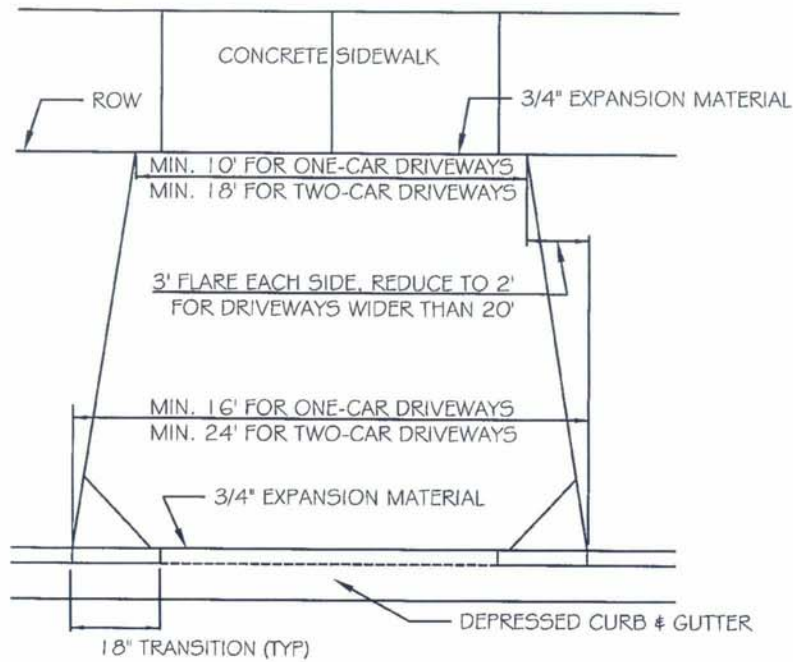
REVISIONS		EXPANSION JOINT DETAIL	
DATE:	BY:	SCALE:	CHECKED:
01/2013	DG	NOT TO SCALE	DF
		DATE:	DRAWN:
		1/04	NM
DRAWING NUMBER:		EXHIBIT 11-C-12	



ENGINEERING



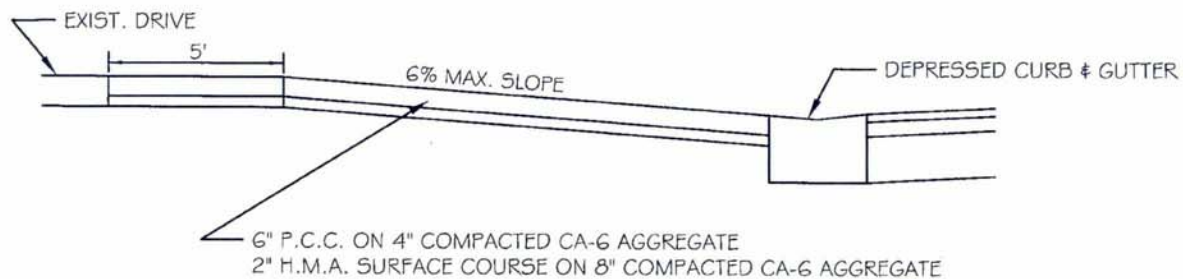
**PAVEMENT RESTORATION
FOR RESIDENTIAL STREETS AND MINOR COLLECTORES**



PLAN VIEW

NOTES:

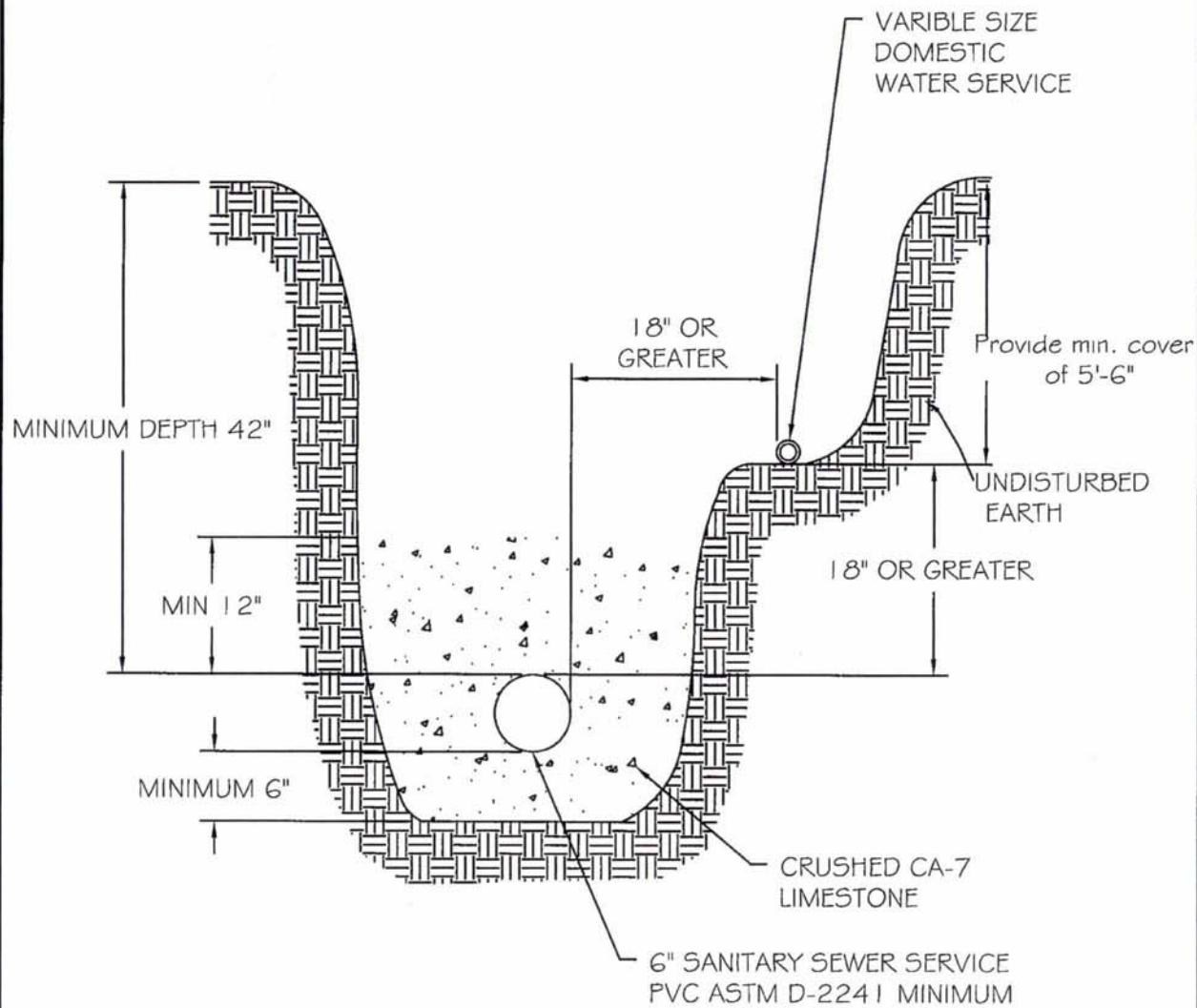
1. IN CITY OF AURORA ESTABLISHED HISTORIC DISTRICTS, DRIVEWAY DIMENSIONS SHALL BE ADJUSTED TO CONFORM TO THE APPROVED STANDARDS.
2. CONTRACTION JOINT DEPTH SHALL BE 1-1/4" MIN.
3. CONTRACTION JOINTS SHALL DIVIDE THE APRON INTO SLABS APPROXIMATELY SQUARE WITH NO SIDE LONGER THAN 8'.



PROFILE VIEW

 AURORA The City of Lights ENGINEERING	REVISIONS		RESIDENTIAL DRIVE APPROACH		
	DATE:	BY:	SCALE:	CHECKED:	DRAWING NUMBER
	01/2013	DG	NOT TO SCALE	DF	EXHIBIT II-C-7
			DATE:	DRAWN:	
			1/04	NM	

REQUIRED WHEN A SEPARATE TRENCH OR A TEN
FOOT (10') MINIMUM SEPARATION IS NOT POSSIBLE.
REFER TO THE STANDARD SPECIFICATIONS FOR
WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.



REVISIONS

DATE: 01/2011 BY: jhs

SANITARY AND WATER
SERVICE SEPARATION

SCALE: NOT TO SCALE

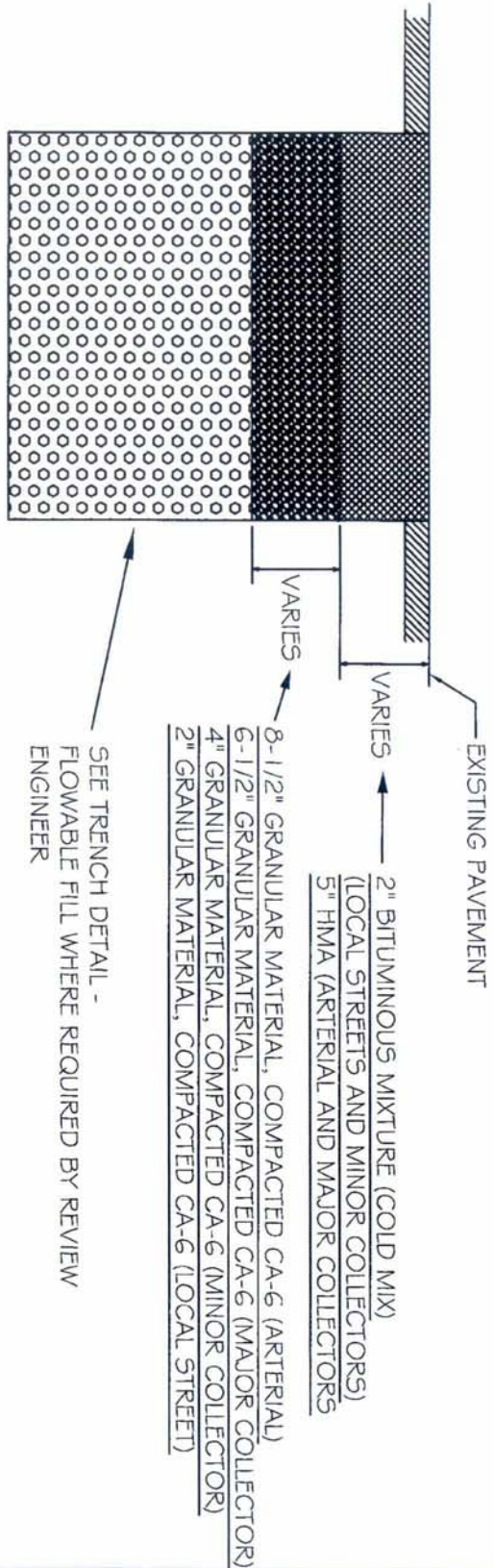
CHECKED: DF

DRAWING NUMBER

DATE: 1/04

DRAWN: NM

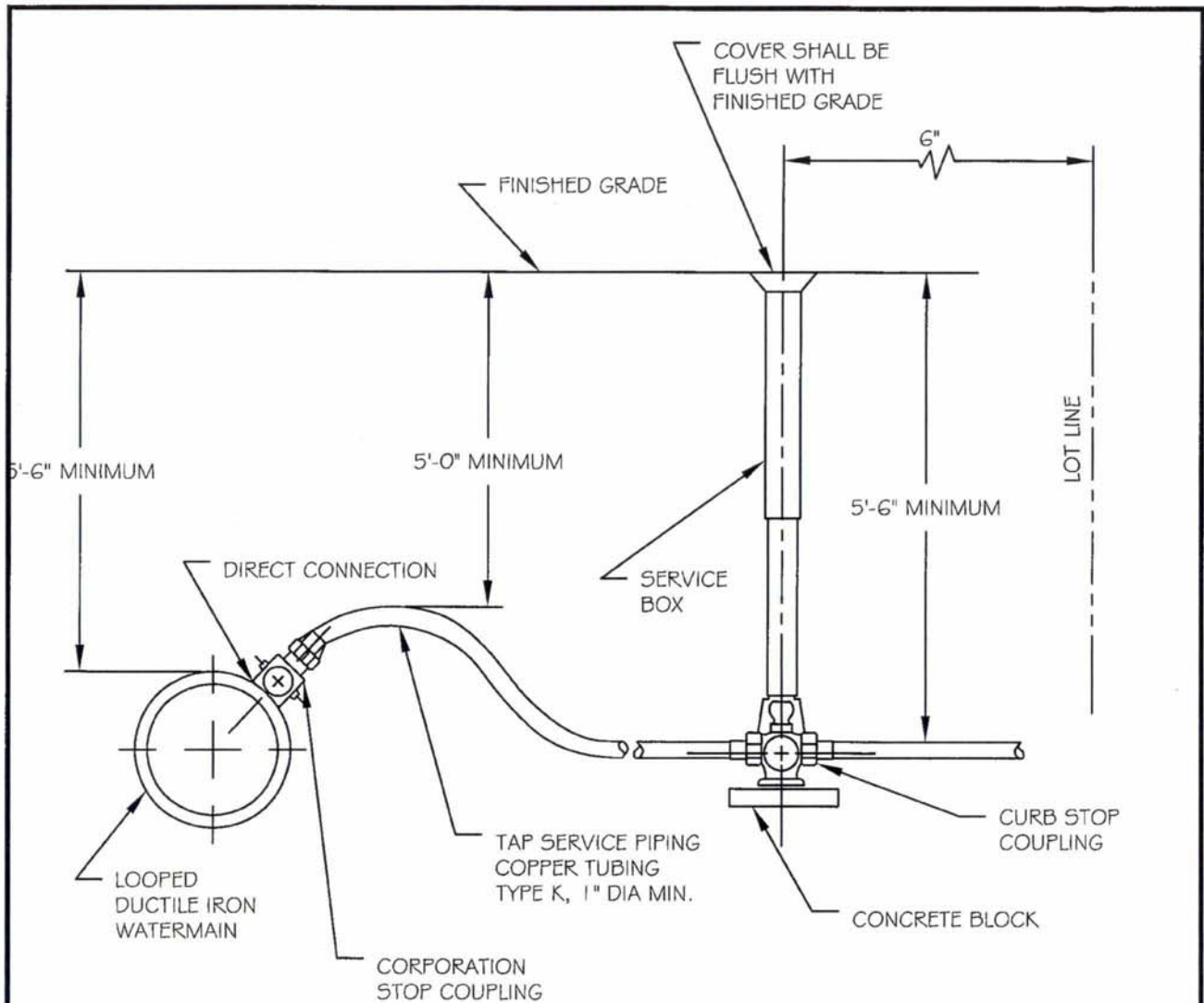
EXHIBIT III-C-2



NOTES :

- 1.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH I.D.O.T. SPECIFICATIONS.
- 2.) CONTRACTOR SHALL MONITOR AND MAINTAIN THE CONDITION OF THE TEMPORARY PATCH BY PLACING ADDITIONAL COLD MIX TO PROVIDE A SMOOTH RIDING SURFACE
- 3.) THE CONTRACTOR SHALL COMPLETE A PERMANENT PATCH, PER APPROPRIATE DETAIL, WITHIN 14 CALENDAR DAYS OF THE COLD MIX PLACEMENT.
- 4.) WORK DONE AFTER DEC. 1ST. SHALL BE PERMANENTLY PATCHED BY MAY 15TH OF THE FOLLOWING YEAR.
- 5.) ALL MATERIAL SHALL MEET CURRENT I.D.O.T. STANDARD SPECIFICATIONS.

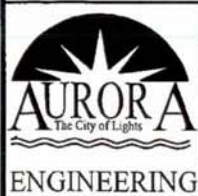
	
REVISIONS	
DATE: 10-26-11	BY: D. GOEWEY
11-21-14	J. JERRARD
TEMPORARY PATCH DETAIL	
SCALE: NOT TO SCALE	CHECKED: DF
DATE: 1/04	DRAWN: NM
DRAWING NUMBER: EXHIBIT 11-C-1	



REFER TO THE STANDARD SPECIFICATIONS FOR IMPROVEMENTS FOR CORPORATION COUPLING, SERVICE BOX, CURB BOX, AND PIPE MATERIAL, TYPE, MANUFACTURE, AND SIZES.

NOTES:

1. WHEN WATERMAIN IS LOCATED WITHIN AN EASEMENT RATHER THAN THE PUBLIC RIGHT-OF-WAY, THE B-BOXES MUST ALSO BE LOCATED WITHIN THE EASEMENT.

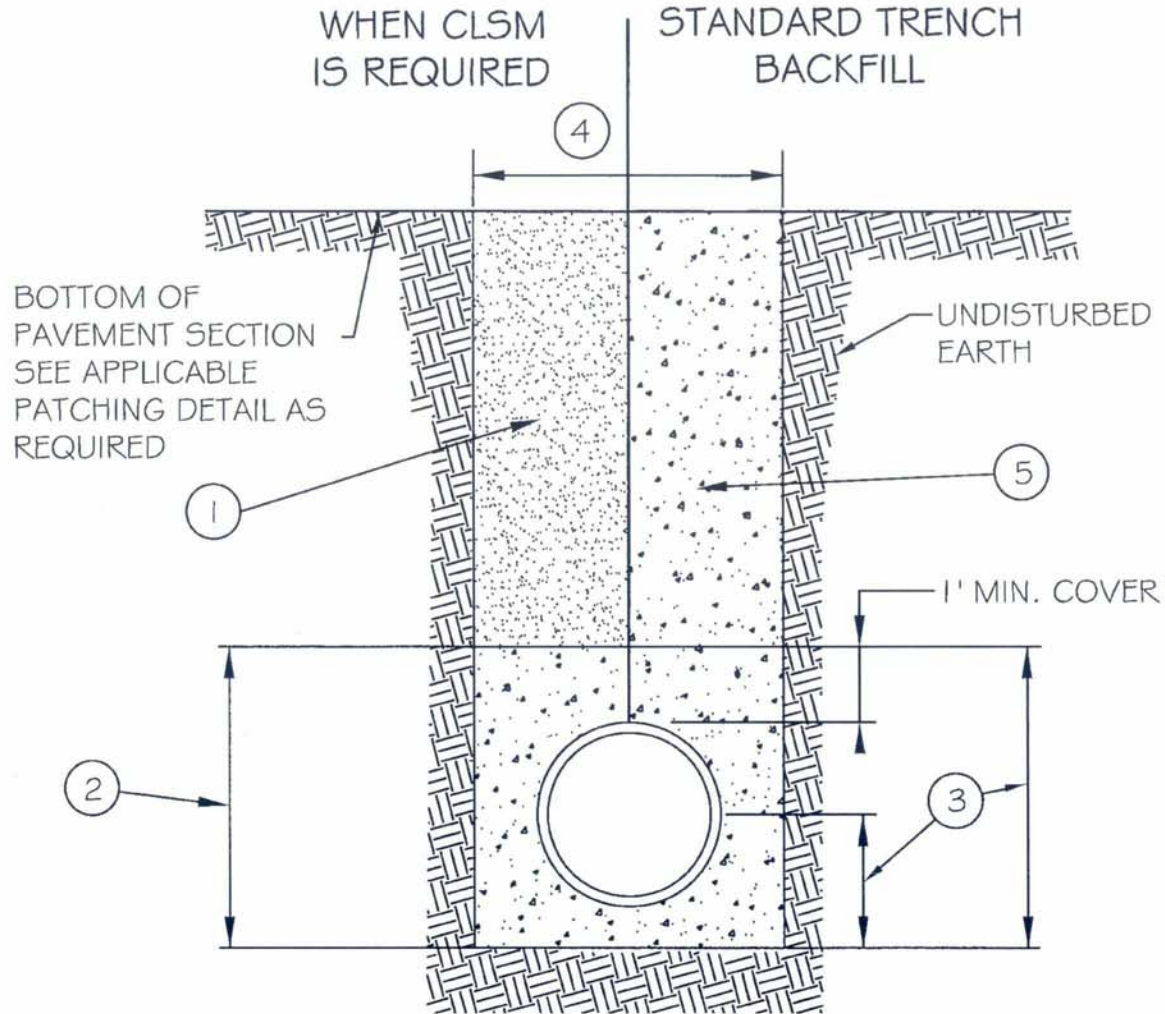


REVISIONS

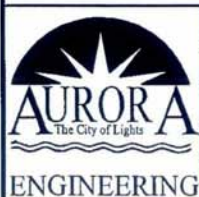
DATE:	BY:
08-21-08	JLM
01/2011	jhs

TYPICAL WATER SERVICE
TAP AND BOX

SCALE:	CHECKED:	DRAWING NUMBER
NTS	DF	EXHIBIT III-C-6
DATE:	DRAWN:	
06/02	NM	



- 1 CONTROLLED LOW-STRENGTH MATERIAL (CLSM) I.D.O.T. APPROVED MIX WHEN REQUIRED BY CITY ENGINEER.
- 2 ALL CLSM INSTALLATIONS REQUIRE CA-7 PLACEMENT TO 1' OVER T.O.P.
- 3 RIGID PIPE: CA-7 SHALL BE PLACED FROM 4" BELOW PIPE TO THE SPRING LINE. FLEXIBLE PIPE: CA-7 SHALL BE PLACED FROM 4" BELOW PIPE TO 1' OVER T.O.P.
- 4 MAXIMUM TRENCH WIDTH IN ACCORDANCE WITH SECTION 20-4.05
- 5 CA-6 OR APPROVED TRENCH BACKFILL.
FOR NON-PAVED AREAS: SELECT EXCAVATED MATERIAL MAY BE SUBSTITUTED FOR CA-6 AS DIRECTED BY THE ENGINEER.



REVISIONS

DATE: 01-24-13 BY: DG

WATER TRENCH DETAIL PAVED & UNPAVED

SCALE:
NOT TO SCALE

CHECKED:
LA

DRAWING NUMBER

DATE: 1/04

DRAWN:
DG

EXHIBIT III-A-1

Certificate Of Completion

Envelope Id: 9F3EC519-BB3F-4721-9718-E0FA9DAA399F	Status: Completed
Subject: Complete with Docusign: Miller Pipeline LLC Contract 24-111.pdf	
DocID:	
Source Envelope:	
Document Pages: 74	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cassandra Karsten
Time Zone: (UTC-06:00) Central Time (US & Canada)	44 E. Downer Pl.
	Aurora, IL 60505
	KarstenC@aurora.il.us
	IP Address: 198.28.13.21

Record Tracking

Status: Original	Holder: Cassandra Karsten	Location: DocuSign
12/23/2024 3:24:24 PM	KarstenC@aurora.il.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of Aurora	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Chad Davis		Sent: 12/27/2024 3:06:15 PM
Chad.Davis@millerpipeline.com		Viewed: 12/27/2024 3:31:52 PM
Miller Pipeline		Signed: 12/27/2024 3:32:02 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address: 75.103.168.180	
	Signed using mobile	

Electronic Record and Signature Disclosure:

Accepted: 12/27/2024 3:30:45 PM
ID: 34f84219-5d89-42fe-986a-0ccee61c7fbf

Jolene Coulter		Sent: 12/27/2024 3:32:04 PM
coulterj@aurora.il.us		Viewed: 12/27/2024 3:34:29 PM
Director of Purchasing		Signed: 12/27/2024 3:34:36 PM
City of Aurora	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 198.28.13.21	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
-----------	-----------

Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
--------	-----------

Carbon Copy Events

Status	Timestamp
--------	-----------

Lauren Kucik		Sent: 12/27/2024 3:06:16 PM
lauren.kucik@millerpipeline.com		Viewed: 12/27/2024 3:08:45 PM
Contract Manager		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Accepted: 12/27/2024 9:53:00 AM ID: 58d15054-33e1-488f-81ac-bec68817ff87		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/23/2024 3:37:26 PM
Certified Delivered	Security Checked	12/27/2024 3:34:29 PM
Signing Complete	Security Checked	12/27/2024 3:34:36 PM
Completed	Security Checked	12/27/2024 3:34:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Aurora (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Aurora:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mpegues@aurora-il.org

To advise Carahsoft OBO City of Aurora of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mpegues@aurora-il.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Aurora

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mpegues@aurora-il.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Aurora

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mpegues@aurora-il.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Aurora as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Aurora during the course of your relationship with Carahsoft OBO City of Aurora.