	H. Linden & Sons Sewer and	Water, Inc.
ontractor's Name	722 E. SOUTH ST. UNIT D PLANO, IL 60545	
Street		P.O. Box
City		te Zip Code



CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

N. LaSalle St. Sewer Separation & Overlay – E. New York St. to Spring St.

Bid 17-37

AURORA, ILLINOIS

July 2017

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

TABLE OF CONTENTS

٦	L.	r	L,	F	P	Δ.	G	F

TABLE OF CONTENTS

NOTICE TO BIDDERS

SPECIAL PROVISIONS

STATE OF ILLINOIS LABOR REQUIREMENTS

CITY OF AURORA GENERAL SPECIFICATIONS

BID BOND FORM

PROPOSAL

SCHEDULE OF PRICES

SIGNATURE SHEET

BIDDER'S CERTIFICATIONS

APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

BIDDER'S TAX CERTIFICATION



Local Agency Proposal Bid Bond

RETURN WITH BID RETURN WITH BENEFIT SET WITH BUT
WE H. Linden & Sons Sewer & Water, Inc. PAPER BID BOND T22 E. South Street, Unit D. Plano, IL 60545 as PRINCIPA and North American Specialty Insurance Company 650 Elm Street , Manchester , NH 03101 as SURETY, are held jointly, severalty and firmly bound unto the above Local Agency (hereafter referred to as "LA") in be penal sum of 5% of the total bid price, or it he amount specialted in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument. WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA a through its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPA shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evide of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect. IN THE EVENT the LA determines the PRINCIPAL has falled to ontor into a formal contract to recover the full penal sum set out above, togeth with all court costs, ell attorney fees, and any other expense of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this girl have an article. Surety Officereary Treasurer (Gompany Name) By: Steven Linden (Gompany Name) STATE OF Illinois COUNTY OF DuPage 1. Christine Eitel 2. Notary Public in and for said county, and Ann Waters (Insert pages of Individuals ageing on babell of
WE H. Linden & Sons Sewer & Water, Inc. PAPER BID BOND T22 E. South Street, Unit D, Plano, IL 60545 as PRINCIPA and North American Specialty insurance Company 650 Elm Street, Manchester, NH 03101 as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bild price, or the amount specified in the proposal documents in effect on the date of Invitation for bids whichever is the lessers sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument. WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA a hrough its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPA and within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evide of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect. IN THE EVENT the LA determinase the PRINCIPAL has finded to enter into a formal contract in compliance of the work, and furnish evide In the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, togeth with all oout costs, all attorney fees, and any other expense of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signature of Autorrey
ME H. Linden & Sons Sewer & Water, Inc. PAPER BID BOND 722 E. South Street, Unit D. Piano, IL 60545 as PRINCIPA and North American Specialty Insurance Company 650 Elm Street , Manchester , NH 03101 as SURETY, as the held jointy, severally and fimily bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, orthe amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, resecutors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument. WHEREAS THE CONDITION OF THE FOREOUNG OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA a hrough its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL has the finite proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL has the finite in the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL has the finite in the sum of the proposal is accepted and a contract, furnish surety guaranteeing the faithful performance of the work, and furnish evide if the required insurance oversage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental specifications, then this obligation shall become void; otherwise it shall remain in full force and effect. In THE EVENT the LA determinate the PRINCIPAL has falled to order in a formal contract in compliance with any requirements experienced in the proposal transport of the construction with any requirements experienced in the proposal transport of the construction of the proposal transport of the construction of the proposal transport of the cons
ME H. Linden & Sons Sewer & Water, Inc. 722 E. South Street, Unit D, Plano, IL 60545 as PRINCIPA and North American Specialty Insurance Company 650 Elm Street , Manchester , NH 03101 as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lessers sum. We bind ourselves, our heirs, received and infesterors, successors, and assigns, fointly per to the LA this sum under the conditions of this instrument. WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA a hough its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPA that within fifteen (15) days after award enter into a formal contract, furnish surely guaranteeing the faithful performance of the work, and furnish evide if the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental specifications, then this obligation shall become voict, diservise it shall remain in full force and effect. IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements cert forth in the receding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, togethy that all court costs, all attorney fees, and any other expenses of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their especialty Insurance Company (Rompany Name) Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized
re held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or he amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, visculors, administrators, successors, and assigns, jointly pay to the LA his sum under the conditions of this instrument. WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA a hrough its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL has falled within fifteen (15) days after award enter into a formation structure and price of the work, and furnish evide if the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental specifications, then this obligation shall become voic; otherwise it shall remain in full force and effect. In THE EVENT the LA determines the PRINCIPAL has falled to onter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, togeth with all court costs, all attorney fees, and any other expense of recovery. In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their sepective officers this gith day of August, 2017 Principal Linden & Sons Sewer & Water. Inc. (Company Name) Steven Linden (Signature and Title) Secretarry/Treasurer (If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be applied to the principal state. The principal state of Allorney-in-Fact and principal state
the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument. WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA a brough its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPA hall within fifteen (15) days after award enter into a formal contract, furnish surely guaranteently featiful performance of the work, and furnish evide if the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental specifications, then this obligation shall become voict, otherwise it shall remain in full force and effect. IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements est forth in the receding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, togeth with all court costs, all attorney fees, and any other expense of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their especitive officers this 9th day of August, 2017 Principal Linden & Sons Sewer & Water, inc. (Company Name) Sy: SEVEN Linden (Signature and Title) Surety (In PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be adjusted the proposal property of the property
THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPA shall within lifteen (15) days after award enter into a formal contract, furnish surely guaranteeing the faithful performance of the work, and furnish evide of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become voich otherwise it shall remain in full force and effect. IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, togeth with all court costs, all attorney fees, and any other expense of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 9th day of August, 2017 Principal I. Linden & Sons Sewer & Water. Inc. (Company Name) Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with signature of Attorney-in-Faxl) Factor of DuPage (Name of Surety) (Name of Surety) Ann Waters (Signature of Attorney-in-Faxl) Fig. State of Illinois COUNTY OF DuPage (Insert names of Individuals signing on behalf of PRINCIPAL & SUPETY)
inhall within fifteen (15) days after award enter into a formal contract, furnish surely guaranteeing the faithful performance of the work, and furnish evide of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become voict; otherwise it shall remain in full force and effect. IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, togeth with all court costs, all atterney fees, and any other expense of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their espective officers this 9th day of August, 2017 Principal Linden & Sons Sewer & Water, Inc. (Company Name) Steven Linden (Signature and Title) Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be subjected by the steril paragraph of the provided in and for said county, and waters State OF Illinois COUNTY OF DuPage 1. Christine Eitel , a Notary Public in and for said county, and waters (Insert pages of Individuals slepting on behalf of PSINCIPAL & SUBSETY) (Insert pages of Individuals slepting on behalf of PSINCIPAL & SUBSETY)
preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, togeth with all court costs, all attorney fees, and any other expense of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 9th day of August, 2017 Principal 1. Linden & Sons Sewer & Water, Inc. By: Company Name) Steven Linden (Signature and Title) Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signature of each contractor must be signed by their respective officers this Surety Company Name) Surety Ann Waters (Signature of Altorney-in-Fact) STATE OF Illinois COUNTY OF DuPage Christine Eitel , a Notary Public in and for said county, do hereby certify that Steven Linden (Insert pames of ledividuals signing on behild PRINCIPAL & SURETY)
Principal Linden & Sons Sewer & Water, Inc. (Company Name) (Signature and Title) (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with EMHTY. (Signature of Attorney-in-Fact) (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with EMHTY. (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with EMHTY. (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with EMHTY. (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with EMHTY. (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with EMHTY. (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with EMHTY. (If PRINCIPLE is a joint venture of Attorney-in-Fact) (If PR
A Linden & Sons Sewer & Water, Inc. (Company Name) Steven Linden (Signature and Title) Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be will subject to the company names, and authorized signatures of each contractor must be will subject to the company names, and authorized signatures of each contractor must be will subject to the company names, and authorized signatures of each contractor must be will subject to the company names, and authorized signatures of each contractor must be will subject to the company names, and authorized signatures of each contractor must be will subject to the company names, and authorized signatures of each contractor must be will subject to the company names, and authorized signature of Atlorney-in-Fact) Starte of Illinois COUNTY OF DuPage COUNTY OF DuPage COUNTY OF DuPage County that Steven Linden And Ann Waters County that Steven Linden
Linden & Sons Sewer & Water, Inc. (Company Name) Steven Linden (Signature and Title) Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be will study it? Orth American Specialty Insurance Company (Name of Surety) (Name of Surety) Ann Waters (Signature of Attorney-in-Fact) STATE OF Illinois COUNTY OF DuPage 1. Christine Eitel , a Notary Public in and for said county, and hereby certify that Steven Linden and Ann Waters (Insert pages of individuals signing on behalf of PRINCIPAL & SURETY)
Steven Linden (Signature and Title) Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with a Market Steven Linden Surety Ann Waters (Signature and Titlo) Surety Ann Waters (Signature of Attorney-in-Fact) SEAL Ann Waters (Signature of Attorney-in-Fact) Ann Waters (Company Name) (Signature and Titlo) SEAL SURETY Ann Waters (Signature of Attorney-in-Fact) Ann Waters (Signature of Attorney-in-Fact) Ann Waters (Company Name) (Signature and Titlo) SEAL Ann Waters (Signature of Attorney-in-Fact) Ann Waters (Company Name)
Steven Linden (Signature and Title) Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with the principle of the company names, and authorized signatures of each contractor must be with the principle of the company names, and authorized signatures of each contractor must be with the principle of the company names, and authorized signatures of each contractor must be with the principle of the company names, and authorized signatures of each contractor must be with the principle of each contractor must be wither principle of each contractor must be with the principle of each contractor must be wither principle of each contractor must be with the pri
Secretary/Treasurer (If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be all sufficient in the contractor must be all su
(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be with start of interest pages. Surety
do nereby certify that Steven Linden and Ann Waters (Insert names of individuals significent papers of PRINCIPAL & SUBSTY)
(Insert names of Individuals signing on behalf of PRINCIPAL & SURETY)
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and columnary act for the uses and purposes therein set forth. Given under my hand and notarial seal this 9th day of August, 2017
Given under my hand and notarial seal this 9th day of August, 2017
My commission expires May 26, 2020 Christine Eitel (Notary Rubble)
Christine Eitel (Notary Public) 85 2
Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)
Electronic Bid Bond ID Code (Company/Bidder Name)
(Signature and Title) Date

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

Ann Waters

Principal: H. Linden & Sons Sewer & Water, Inc.

Bond Number: Bid Bond

Obligee: Illinois Department of Transportation

Bond Amount: See Bond Form

Bond Description: N. LaSalle St Sewer Sanitation & Overlay E. New York St to Spring St

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

> North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

ss:

On this 29th day of November, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS SMY COMMISSION EXPIRES 12/04/2017

M. Kenny, Notary Public

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of

August

2017

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

PROPOSAL

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

1.	Proposal of	H. Linden & Sons Sewer and Water, Inc.
	for the improv	vement known as the Bid 17-37 – N. LaSalle St. Sewer Separation & Overlay – E. New York
	St. to Spring	ı St.

- 2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
- 3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
- 4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
- 5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
- 6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
- 7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
- 8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
- 9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
- 10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

- 11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- 12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
- 13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
- 14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
- 15. Accompanying this proposal is either a <u>5% Bid Bond</u> or a proposal guaranty 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.

- 2. 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 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 personally involved with another business that is a defaulter as surety or otherwise upon obligation to the
- 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 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 capture of FOIA and agrees to comply with all requests made by the City of Aurora for public records 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, 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.
- ⁹⁵. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



Schedule of Prices N. LaSalle St. Sewer Separation, E. New York St. to Spring St. Bid 17-37

Route

N. LaSalle St., New York St.to Spring St.

County

Kane

Local Agency City of Aurora

RETURN WITH BID

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

Addendum No. 2					
NO.	ITEM	<u>UNIT</u>	QUANTITY	UNIT COST	AMOUNT
1	Storm, Sanitary, Water Structures to be Abandoned	EA	5	500,00	2,500.04
2	Water Valve Box to be Abandoned	EA	4	10.00	40.00
3	Select Granular Trench Backfill	CY	150	29.00	4,350.00
4	Unsuitable Soil Removal and Replacement	CY	10	109.00	690.00
5	Exploration Trench, 8 Ft	LF	20	400 00	800,00
6	Excavate and Plug Existing Storm Sewer Connection to Combined Sewer	EA	3	500.00	1,500 - 00
7	Strucure Adjustment w/ New Frame and Lid	EA	4	710.00	2,840.00
8	Storm Sewer - 12" RCP CL IV	LF	172	79.00	13, 588.00
9	Storm Sewer - 12" PVC SDR-26	LF	10	200.00	2,000.00
10	Storm Sewer - 15" RCP CL IV	LF	6	200.00	1,200.00
11	Storm Sewer - 16" CL52 DUCTILE IRON PIPE	LF	35	124.00	4,340.00
12	Storm Inlet, Ty A, 2' dia.	EA	3	1,500.00	4,500.00
13	Storm Catch Basin, Ty B, 3' dia.	EA	4	2,000.00	8,000-00
14	Storm Catch Basin, Type A, 4' dia.	EA	1	2,800.00	2,800-00
15	Storm Manhole - Type A, 4' dia.	EA	1	2,800.00	2,800.00
15	Manhole Removal	EA	1	500.00	500.∞
16	Structure Tap, 12"	EA	1	1,000.00	1,000 0
17	Field Adjustments to Proposed Storm Structures	EA	2	700.00	1,400.00
18	Fire Hydrant Assembly	EA	1	5,000.00	5,000.00
19	Water Main Disconnect 1	EA	1	10,000.00	10,000.00
20	Water Main Disconnect 2	EA	1	15,000-00	15,006.00
21	Zinc Coated DIP Water Main, Class 52, with V- bio Polywrap, 6"	LF	60	140-00	8,400-00
22	Temporary Pavement, 2"	SY	110	25.00	2,750.00
				Page 1 Total	_ ,



Schedule of Prices N. LaSalle St. Sewer Separation, E. New York St. to Spring St. Bid 17-37

Route County N. LaSalle St., New York St.to Spring St.

Local Agency City of Aurora

RETURN WITH BID

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

NO.	ndum No. 2	UNIT	QUANTITY	UNIT COST	AMOUNT
	<u> </u>			_	
23	Class D Patching, 4" Binder	SY	400	52.00	20, 800.00
24	Class D Patching, 12" Binder (W. NEW YORK & SPRING ST)	SY	100	110-00	11,000.00
25	Carriage Sidewalk, 5"	SF	875	20.00	17,500.00
26	HMA Surface Removal - Butt Joint	SY	70	20.00	1,400.00
27	Bituminous Materials (Prime Coat)	GAL	200	5.00	
28	Level Binder (Machine Method)	TON	285	85.00	24 225,00
29	HMA Surface Course, 1-1/2"	TON	160	85.~	13,600.00
30	PCC Drive Approach Removal & Replacement, 6"	SY	55	74.00	4,070.00
31	HMA Drive Approach Removal & Replacement, 4"	SY	60	45.00	2700.00
32	Combination PCC Curb and Gutter Removal and Replacement	LF	965	35.00	33.775.00
33	PCC Sidewalk Rem. and Replace, 5"	SF	1,425	8 00	11,400.00
34	Detectable Warnings	SF	70	28.00	1.960.00
35	Thermoplastic Pavement Markings, 4"	FT	200	6.00	1,200.00
36	Thermoplastic Pavement Markings, 6"	FT	300	7.00	2,/00.00
37	Thermoplastic Pavement Markings, 24"	FT	40	20 - 00	800.00
38	Seeding - Aurora Mix	SY	320	8.00	2,560.00
39	Items Ordered by Engineer	Allowance	1	\$40,000.00	\$40,000.00
40	Traffic Control and Protection	L\$	1	2/5,000.00	25,000.00
41	Inlet Protection	EACH	6	140-00	840.0
42	Dewatering Bag	EACH	1	10.00	10.00
43	Temporary Staging	СУ	120	28.00	3,360.00
44	Non-Special Waste Disposal	TON	550	45.00	24,750.00
45	Special Waste Disposal	TON	50	45.00	2, 250.∞
			Page 1 Tota	al Carried Forward =	95,998.00
Bidder's Total Proposal for Making Entire Improvements = 247 199 00					

				:	
(If an Individual)					Signatures
(If an Individual)	Signature (of Bidder			3
	Business A				
	Dusiness A				
		 -			
				:	
(If a partnership)			···		
	Firm Name			:	
	Business A	ddress			
		_		: 	
			_		,
	Insert				
	Names and Addresses of			No. of the Control of	
	All Partners				
(If a corporation)					
	Composite M		H. Linden & Sons S	ewer and Water Inc	
	Corporate N		<i>(</i>)	Wor and Water, III.	
	Signed By _		2 and		
	Business Ad	drece	722 R. SOUT	H ST. UNIT D	esident
		//		IL 00343	
			·O		
		President_	Brian	Linden	
		Secretary _	Steve	Linden	
		Treasurer	Steve		
Attest: It II		· (수업설팅(중)	01010	CHAN	
Autol.	Secretar	_ Y			

BIDDER'S CERTIFICATION

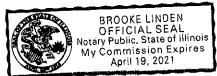
I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O17-029, adopted on June 27, 2017.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United Sates Pepartment of Labor.

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

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

COMPANY NAME	H. Linden & Sons Sewer and Water, Inc.			
ADDRESS 722 E. SOUTH ST. UNIT D PLANO, IL 60545				
CITY/STATE/ZIP CODE				
NAME OF CORPORATE	COMPANY OFFICIAL Stave Linden PLEASE TYPE OR PRINT CLEARLY TYPEAS			
TITLE <u>Jec</u>	11002			
AUTHORIZED OFFICIAL	SIGNATURE			
DATE 8917	Subscribed and Sworn to			
TELEPHONE (630)5	52-9955 Before me this 9th day			
FAX No. ((430) 522	of August, 2017 Bulling Notary Public			
	DROOKE LINDEN			



Apprenticeship or Training Program Certification

Return with Bid

∀ Fo	or this contract proposal or for all groups in this deliver and install proposal.
□ F	or the following deliver and install groups in this material proposal:
equires ill other idders' ipprove ind Trai	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, this contract to be awarded to the lowest responsive and responsible bidder. In addition to responsibility factors, this contract or deliver and install proposal requires all bidders and all subcontractors to disclose participation in apprenticeship or training programs that are d by and registered with the United States Department of Labor's Bureau of Apprenticeship ining, and applicable to the work of the above indicated proposals or groups. Therefore, all are required to complete the following certification:
I.	Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
II.	The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
111.	The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.
	see attached

	partners or members and not by employ	and install proposal solely by individual owners, ees to whom the payment of prevailing rates of following box, and identify the owner/operator
ontracto dder is i aft job d	r shall require this certification provision to responsible for making a complete report category that will be utilized on the project	re are a material part of the contract, and the be included in all approved subcontracts. The and shall make certain that each type of work or is accounted for and listed. The City of Aurora of Registration issued by the United States
ontractor dder is i aft job o equires epartme	r shall require this certification provision to responsible for making a complete report of category that will be utilized on the project a copy of each applicable Certificate	be included in all approved subcontracts. The and shall make certain that each type of work or is accounted for and listed. The City of Aurora of Registration issued by the United States ation by the contractor and any or all of its
ontractor dder is i aft job d equires epartme	r shall require this certification provision to responsible for making a complete report a category that will be utilized on the project a copy of each applicable Certificate ent of Labor evidencing such participate	be included in all approved subcontracts. The and shall make certain that each type of work or is accounted for and listed. The City of Aurora of Registration issued by the United States ation by the contractor and any or all of its

STATE OF	ILLINOIS)
County of	Kendall) 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.

or the amount of the tax, all as provided for	or in	accordance with 65 ILCS 5/11-42.1-1.
DATED this q + \hat day	of _	August , 2017.
	Ву	(Signature of Bidder's Executing Officer) Brian Linden (Print name of Bidder's Executing Officer)
ATTEST/WITNESS:		President (Title)
By Le Le Title Sl(Treas		
Subscribed and sworn to before me this day of Avgvst, 2017.		
Notary Public BROOKE LINDEN OFFICIAL SEAL Notary Public, State of illinois My Commission Expires April 19, 2021		

(ссиі) 42-L

23 June 2017

Executive Director

Thomas Nordeen

Labor Trustees

James P. Connolly Martin Flanagan

Joseph V. Healy Charles V. LoVerde III

Joe Riley

Management Trustees

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

William Vignocchi

H. Linden & Sons Sewer & Water, Inc.

722 E. South Street, Unit D

Plano, Illinois 60545

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 H. Linden & Sons Sewer & Water, Inc. is indeed signatory to the Fox Valley Welfare and Pension Fund

and contributes to the Laborers Apprenticeship Fund.

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

Yours very truly,
MUMMAA MAAAU

Miranda Maddie

Office Manager

States Hepartment of the

Office of Apprenticeship Training, Finplayer and Jahar Services Hurean of Apprenticeship and Training

Certificate of Registration

Chicagoland 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 Babor

April 12, 1999

Dake REVISED August 13, 2004

1017990001



Animian our diserranteer of Toursaid earthreas and plus tailufuid, hurniath dubearthra

Heavy Equipment Technician Operating Engineers Local #150

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

established by the Secretary of Babor

^700Tz

VISVEOTE TE: 42 PAR 71

B17-37

N. LaSalle Street Sewer Separation & Overlay – E. New York St. to Spring St. Bid opening – August 9, 2017

ADDENDUM NO. 1 Page 1 of 4

TO:

All Bidders

FROM:

Engineering Division, City of Aurora

DATE:

August 4, 2017

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

- 1. The existing inlet at the northeast corner of E. New York Street and N. LaSalle Street is to be abandoned now instead of having the frame and lid swapped out.
- 2. Notes 3 and 4 have been added to the list on sheet 2.
- 3. The storm callouts have been modified for consistency.
- 4. Water main disconnect #2 calls out for a 12" cut in sleeve instead of a tee.
- 5. The schedule of prices have been updated with minor revisions to the pipe lengths and to include striping for on-street parking.
- 6. The proposed storm manhole has been changed from Type D to A in the schedule to match the plans.

Sincerely,

Kenth

Kurt Muth, P.E. Professional Engineer City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT kmuth@aurora-il.org IMMEDIATELY UPON RECIEPT.

COMPANY NAME	H. Linden & Sons Sewer and Water, Inc.		
		40/11	
SIGNATURE OF COMPAN	Y REPRESENTATIVE	15M di	

B17-37

N. LaSalle Street Sewer Separation & Overlay – E. New York St. to Spring St. Bid opening – August 9, 2017

ADDENDUM NO. 1 Page 1 of 108

TO:

All Bidders

FROM:

Engineering Division, City of Aurora

DATE:

August 7, 2017

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

- 1. The CCDD LPC-663 and report compiled by Huff & Huff for this project is attached for reference. Please refer to the cover letter and map on page 12 of the document which describes the exclusion zones associated with the project. Nearly all of the spoils generated from the site will be from within the exclusion zones. Therefore, no spoils will be eligible for disposal at the Heartland CCDD facility and all spoils will need to be disposed of in an approved landfill according to SP H.6 DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL.
- 2. The existing 36" combined sewer is approximately 10.2' deep to the top of pipe at the downstream manhole in the E. New York St. and N. LaSalle St. intersection. The disconnection of all pipes serving the existing inlets in LaSalle to be abandoned shall be covered by bid item number 6.

Sincerely,

It Mit

Kurt Muth, P.E. Professional Engineer City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT kmuth@aurora-il.org IMMEDIATELY UPON RECIEPT.

COMPANY NAME	H. Linden & Sons Sewer and Water, Inc.			
		1	11.1	
SIGNATURE OF COMP	ANY REPRESENTATIVE	Bu	UNI.	