

PROPOSAL SUBMITTED BY:

Superior Excavating Co

Contractor's Name

424 San Carlos Rd

Street

P.O. Box

Minooka

IL

60447

City

State

Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

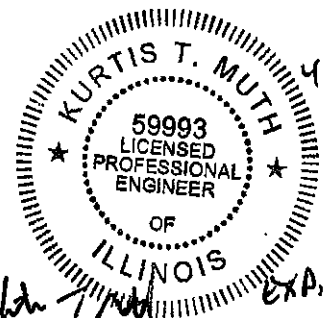
**PROPOSAL AND SPECIFICATIONS FOR
Garfield Avenue Sewer Separation**

AURORA, ILLINOIS

April, 2019

Bid 19-34

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



EXA,
11/30/19

PROPOSAL

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

1. Proposal of Superior Excavating Co
for the improvement known as the **Garfield Avenue Sewer Separation, Bid 19-34.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.
11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless

otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.

12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$

16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.

22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



Schedule of Prices
Garfield Avenue Sewer Separation
Bid 19-34

Route Garfield Avenue
County Kane
Local Agency City of Aurora

RETURN WITH BID

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

Addendum No. 1					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Existing Sewer Pipe Connection	EA	3	3,200 ⁰⁰	9,600 ⁰⁰
2	Storm, Sanitary, Water Structures to be Abandoned	EA	1	700 ⁰⁰	700 ⁰⁰
3	Remove and Plug Abandoned Water Service	EA	2	1,500 ⁰⁰	3,000 ⁰⁰
4	Tree Root Pruning	LF	15	125 ⁰⁰	1,875 ⁰⁰
5	Select Granular Trench Backfill	CY	5,987	30 ⁰⁰	179,610 ⁰⁰
6	Sanitary Manhole Inverts to be Brick and Mortarted	EA	25	250 ⁰⁰	6,250 ⁰⁰
7	Unsuitable Soil Removal and Replacement	CY	79	40 ⁰⁰	3,160 ⁰⁰
8	Exploration Trench, 8 Ft	LF	70	35 ⁰⁰	2,450 ⁰⁰
9	Storm Sewer Removal and Replacement, 4" PVC SDR 26	LF	10	30 ⁰⁰	300 ⁰⁰
10	Storm Sewer Removal and Replacement, 8" PVC SDR 26	LF	5	80 ⁰⁰	400 ⁰⁰
11	Storm Sewer - 12" RCP	LF	1,158	62 ⁰⁰	71,796 ⁰⁰
12	Storm Sewer - 18" RCP	LF	326	77 ⁰⁰	25,102 ⁰⁰
13	Storm Sewer - 24" RCP	LF	632	89 ⁰⁰	56,248 ⁰⁰
14	Storm Sewer - 24" PVC C-905	LF	41	171 ⁰⁰	7,011 ⁰⁰
15	Storm Sewer - 30" RCP	LF	25	160 ⁰⁰	4,000 ⁰⁰
16	Storm Sewer - 54" RCP	LF	448	213 ⁰⁰	95,424 ⁰⁰
17	Storm Sewer - 60" RCP	LF	760	243 ⁰⁰	184,680 ⁰⁰
18	Storm Manhole, Type D, 4' dia.	EA	10	2,900 ⁰⁰	29,000 ⁰⁰
19	Storm Manhole, Type D, 5' dia.	EA	2	4,600 ⁰⁰	9,200 ⁰⁰
20	Storm Manhole, Type D, 6' dia.	EA	1	6,300 ⁰⁰	6,300 ⁰⁰
21	Storm Infiltration Catch Basin, Ty B, 3' dia.	EA	28	3,000 ⁰⁰	84,000 ⁰⁰
22	Connect to Existing Structure (Garfield & LeGrande)	EA	1	5,000 ⁰⁰	5,000 ⁰⁰
23	Storm Manhole - Base Elbow - 54" w/4" Riser	EA	2	4,500 ⁰⁰	9,000 ⁰⁰
24	Storm Manhole - Base Tee - 60"x54" Run w/4" Riser and 24" Slide	EA	1	4,400 ⁰⁰	4,400 ⁰⁰
25	Storm Manhole - Base Tee - 60" w/4" Riser	EA	2	4,100 ⁰⁰	8,200 ⁰⁰
26	Field Adjustments to Proposed Storm Structures	EA	4	500 ⁰⁰	2,000 ⁰⁰
27	Modify Existing Structure	EA	2	500 ⁰⁰	1,000 ⁰⁰
28	Sanitary Sewer Service Removal and Replacement, 6"	LF	98	388 ⁰⁰	3,724 ⁰⁰
29	Sanitary Sewer Removal and Replacement, 10" PVC SDR 26	LF	10	80 ⁰⁰	800 ⁰⁰
30	Sanitary Sewer Removal and Replacement, 42" PVC C-905	LF	10	840 ⁰⁰	8,400 ⁰⁰
31	42" VCP to C-905 PVC Non-Shear Coupling	EA	2	2,310 ⁰⁰	4,620 ⁰⁰
32	1" Copper Water Service R&R Across Storm Sewer Trench	LF	102	22 ⁰⁰	2,244 ⁰⁰
33	1" Dia. Curb Stop x/Bbox	EA	17	990 ⁰⁰	16,838 ⁰⁰
Page 1 Total =					846,324 ⁰⁰



**Schedule of Prices
Garfield Avenue Sewer Separation
Bid 19-34**

Route Garfield Avenue
 County Kane
 Local Agency City of Aurora

RETURN WITH BID

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

Addendum No. 1					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
34	1" Dia. Tap and Corp Stop, Cap Old Corp Stop	EA	17	500 ⁰⁰	8,500 ⁰⁰
35	1" Water Service, Trenchless	LF	820	22 ⁰⁰	18,040 ⁰⁰
36	6" Inserta-Valve in 48" Valve Vault	EA	10	7,000 ⁰⁰	70,000 ⁰⁰
37	8" Inserta-Valve in 48" Valve Vault	EA	2	8,300 ⁰⁰	16,600 ⁰⁰
38	Water Main, 6" DIP CL 52 Removal & Replacement	FT	77	212 ⁰⁰	16,324 ⁰⁰
39	Water Main, 8" DIP CL 52 Removal & Replacement	FT	22	212 ⁰⁰	4,664 ⁰⁰
40	Water Main Lowering, 6" DIP CL 52	LF	15	300 ⁰⁰	4,500 ⁰⁰
41	Water Main Lowering, 8" DIP CL 52	LF	15	300 ⁰⁰	4,500 ⁰⁰
42	Temporary Pavement, 2"	SY	1,402	25 ⁰⁰	35,050 ⁰⁰
43	Class D Patching, 5' Binder & 1.5" Surface (Rosedale)	SY	178	86 ⁰⁰	15,308 ⁰⁰
44	Class D Patching, 6.5" Binder (Westlawn)	SY	159	84 ⁰⁰	12,852 ⁰⁰
45	Class D Patching, 8" Binder (Garfield west of Randall, Binder to Match Surface)	SY	815	62 ⁰⁰	50,530 ⁰⁰
46	Class D Patching, 6.5" Binder (Garfield East of Randall)	SY	1,801	41 ⁰⁰	73,841 ⁰⁰
47	HMA Surface Course, 1-1/2" (Garfield East of Randall)	TON	315	113 ⁰⁰	35,595 ⁰⁰
48	HMA Surface Removal, 1-1/2" (Garfield East of Randall)	SY	2,867	3.50	10,034.50
49	Combination PCC Curb and Gutter Removal and Replacement	LF	1,500	37 ⁰⁰	55,500 ⁰⁰
50	PCC Sidewalk Rem. and Replace, 5"	SF	480	10 ⁰⁰	4,800 ⁰⁰
51	Detectable Warnings	SF	30	25 ⁰⁰	750 ⁰⁰
52	PCC Drive Approach Removal & Replacement, 6", Residential	SY	145	86 ⁰⁰	12,470 ⁰⁰
53	Thermoplastic Pavement Markings, 6"	LF	450	3 ⁰⁰	1,350 ⁰⁰
54	Thermoplastic Pavement Markings, 12"	LF	480	5 ⁰⁰	2,400 ⁰⁰
55	Thermoplastic Pavement Markings, 24"	LF	90	5 ⁰⁰	450 ⁰⁰
56	Seeding - Aurora Mix	SY	2,750	9 ⁰⁰	24,750 ⁰⁰
57	Items Ordered by Engineer	Allowance	1	\$170,000.00	\$170,000.00
58	Traffic Control and Protection	LS	1	20,000.50	20,000.50
59	Inlet Protection	EA	39	150 ⁰⁰	5,850 ⁰⁰
60	Dewatering Bag	EA	1	100 ⁰⁰	100 ⁰⁰
61	Temporary Staging	CY	500	10 ⁰⁰	5,000 ⁰⁰
62	Non-Special Waste Disposal	CY	150	40 ⁰⁰	6,000 ⁰⁰
63	Special Waste Disposal	CY	100	40 ⁰⁰	4,000 ⁰⁰
Page 2 Total =					689,759 ⁰⁰
Page 1 Total =					846,324 ⁰⁰
Addendum No. 1 - Bidder's Total Proposal for Making Entire Improvements =					

\$1,536,083⁰⁰



(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 Superior Excavating Co

Signed By Brad Hoover
President

Business Address 424 San Carlos Rd
Minooka, IL 60447

President Brad Hoover

Secretary Brad Hoover

Treasurer —

Attest: Amy Hoover
Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054, adopted on June 26, 2018.
E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

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

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

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

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

COMPANY NAME Superior Excavating Co

ADDRESS 424 San Carlos Rd

CITY/STATE/ZIP CODE Minooka IL 60447

NAME OF CORPORATE/COMPANY OFFICIAL Brad Hoover

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE Brad Hoover

DATE 5-15-19

TELEPHONE (815) 409-0721

FAX No. ()

Subscribed and Sworn to

Before me this 15th day

of May, 2019

Amy M Hoover Notary Public



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

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

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

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

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

Bidder: Superior Excavating Co By: Rand Hoorn
Address: 424 San Carlos Rd Title: President
(Signature)

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 15 day of May, 2019.

By Brad Hoover
(Signature of Bidder's Executing Officer)

Brad Hoover
(Print name of Bidder's Executing Officer)

President
(Title)

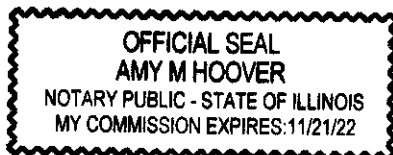
ATTEST/WITNESS:

By Jake Hoover
Title witness

Subscribed and sworn to before me this
15th day of May, 2019.

Amy M Hoover
Notary Public

(SEAL)



LiUNA!
Chicagoland
LABORERS'
District Council Training & Apprentices Fund

42-L

chicagolaborers.org

October 16, 2018

Executive Director

Thomas Nordeen

Labor Trustees

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

Management Trustees

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

Superior Excavating
P.O. Box 575
Channahon, Illinois 60410

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 Superior Excavating is indeed signatory to the Chicagoland Laborers District Council and contribute to the Laborers Apprenticeship Fund.

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

Yours very truly,

Miranda Maddie

Miranda Maddie
Office Manager

Carol Stream Location

1200 Old Gary Avenue
Carol Stream IL 60188
(630) 653-0006

Chicago Location

5700 West Homer Street
Chicago IL 60639
(773) 413-3315



LiUNA!

Feel the Power



The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau 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 Labor

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.



L. J. Chao

Secretary of Labor

Anthony Suvage

Administrator, Apprenticeship Training, Employer and Labor Services

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



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

October 15, 2018

Superior Excavating Co.
P.O. Box 575
Channahon, IL 60410

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

Dear Sir or Madam:

At the request of Superior Excavating Co., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Superior Excavating Co., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Amanda Gunderson

Enclosures: Certificates

04/15/18 01:06p Superior Excavating Co.
4/24/2017 2:28 PM FROM: MOEITS

8158285427
10: +18158285427

P. 4

08/14/2015 15:42 FAX 71
02/28/2006 15 54 FAX

01003
01003

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating 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

92 008780173

Registration No.



L. L. Chad

Secretary of Labor

Anthony Dunge

Assistant Secretary of Labor

U

F. 06

FAX NO.

The 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

May 5, 2002
Date

IL012020003



Lo. Chao
Secretary of Labor

Anthony Swasey

08/18/2018 15:42 FAX 71

10/15/2018 5:04 PM FROM: MOEITS

TO: +18158285427

P. 5

004

**Bid 19-34
Garfield Avenue Sewer Separation
Bid opening – May 15, 2019**

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

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: May 10, 2019

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

1. Several restoration quantities have been increased which can be seen the attached revised schedule of quantities.
2. The 6' diameter manhole pay item was inadvertently left off the schedule of quantities. The revised schedule of quantities is attached.
3. The contractor shall be responsible for tapping the existing water main for any water service replacements. This cost shall be included in the 1" Dia. Tap and Corp Stop, Cap Old Corp Stop pay item.

Sincerely,

KM

Kurt Muth, P.E.
Construction Coordinator
City of Aurora Engineering Division

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

COMPANY NAME Superior Excavating Co

SIGNATURE OF COMPANY REPRESENTATIVE Brad Hoover

Route Various
 County Kane
 Local Agency City of Aurora
 Section _____

RETURN WITH BID

PAPER BID BOND
 WE Superior Excavating Company, Inc., 424 San Carlos Rd., Minooka, IL 60447 as PRINCIPAL,
 and West Bend Mutual Insurance Company, PO Box 620976, Middleton, WI 53562 as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of April, 2019

Principal

Superior Excavating Co. _____
 (Company Name) (Company Name)
 By: Road Horn President By: _____
 (Signature and Title) (Signature and Title)

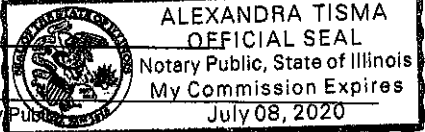
(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

West Bend Mutual Insurance Company _____
 (Name of Surety) **Surety**
 By: [Signature] _____
 (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
 COUNTY OF Cook
 I, Alexandra Tisma, a Notary Public in and for said county,
 do hereby certify that _____
 and Luke F. Praxmarer

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

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April, 2019
 My commission expires July 8, 2020
Alexandra Tisma _____
 (Notary Public)  **ALEXANDRA TISMA**
OFFICIAL SEAL
 Notary Public, State of Illinois
 My Commission Expires
 July 08, 2020

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)
 The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

_____ Electronic Bid Bond ID Code _____
 _____ (Company/Bidder Name)
 _____ (Signature and Title) _____ Date



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

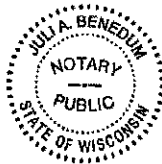
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15th day of May, 2019



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.