PROPOSAL SUBMITTED BY:		
Contractor's Name		
2300 W 1674h St		
Street	7	P.O. Box
City	State	Zip Code



CITY OF AURORA

KANE COUNTY

STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

2024 On-Call Lead Water Service Line Replacement Contract

AURORA, ILLINOIS

September, 2023 Bid 23-93

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





Schedule of Prices 2024 Lead Water Service Line Replacement Program Bid 23-93

ltem#	<u>Description</u>	<u>Unit</u>	Unit Price
1 Water Main Tap and Corporation Stop, 1"		EACH	125.00
2	Water Main Tap and Corporation Stop, 1.5"	EACH	435.00
3	Water Main Tap and Corporation Stop, 2"	EACH	550.00
4	Connect to Existing Service Tap	EACH	125.00
5	Connect to Existing Curb Stop and Box	EACH	395.00
6	Trenchless Pipe Installation, 1"	LF	33.50
7	Trenchless Pipe Installation, 1.5"	LF	43.50
8	Trenchless Pipe Installation, 2"	ĹF	53.50
9	Open Cut Water Service Replacement, 1"	LF	33.50
10	Open Cut Water Service Replacement, 1.5"	LF	43.50
11	Open Cut Water Service Replacement, 2"	LF	53.50
12	Curb Stop and Box, 1"	EACH	2400.00
13	Curb Stop and Box, 1.5"	EACH	2500.00
14	Curb Stop and Box, 2"	EACH	2700.00
15	Sanitary Sewer Adjustment	LF	25.00
16	Sanitary Sewer Removal and Replacement, 6"	LF	20.00
17	Drain Tile Repair	LF	1.00
18	Trench Backfill	TON	15.00
19	HMA Residential Driveway Pvmt. Removal & Replacement, 2"	SY	105.00
20	HMA Commercial Driveway Pvmt. Removal & Replacement, 4"	SY	130.00
21	PCC Residential Driveway Pvmt. Removal & Replacement, 6"	SY	80.00
22	PCC Commercial Driveway Pvmt. Removal & Replacement, 8"	SY	90.00
23	PCC Sidewalk Removal & Replacement, 5"	SF	15.00
24	Detectable Warnings	SF	20.00
25	Combination Curb & Gutter Removal & Replacement	LF	45.00
26	Bituminous Pavement Removal Only	SY	1.00
27	Bituminous Pavement Removal & Class D Patch, N50, 3" TO 5"	SY	115.00
28	Bituminous Pavement Removal & Class D Patch, N50, 6" TO 8"	SY	135.00
29	Bituminous Pavement Removal & Class D Patch, N50, 9" TO 12"	SY	170.00
30	Seeding - Aurora Mix	SY	35



Schedule of Prices 2024 Lead Water Service Line Replacement Program Bid 23-93

<u>ltem#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
31	Arrow board	DAY	1.00
32	Barricades, Type 2 w/Steady Burn Lights	DAY	1.00
33	Advanced Warning Signs	DAY	1.00
34	Flagger	HOUR	110.00
35	35 Temporary Pavement Surface SY		50.00
36	Inlet Protection	EACH	1.00
37	Mobilization	LS	550.00
38	Remove and Reset Water Heater	EACH	300.00
39	Interior 1" Copper pipe (length above included 10')	LF	35.00
40	Interior Connection to Water Meter w/Slab	EACH	2500.00
41	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	2000.00

Bid 23-93 2024 On-Call Lead Water Service Line Replacement Contract Bid opening – October 11, 2022 @ 2 p.m.

ADDENDUM NO. 1 Page 1 of 3

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: October 9, 2023

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

- 1. A bid bond and performance bond will not be required for this contract. As a result, portions of item 10 and all of 15 in the proposal are not applicable. Also, items 2.1 and the performance bond portion of item 2.3 in section 2 of the general specifications are not applicable.
- 2. The past 2 years, approximately 150 services have been replaced with this contract per year by the low bidder. The start date depends on a service needing replacement due to maintenance or leaking but could be as early as 1/2/24.
- 3. Attached is a copy of the plan holders list.

Sincerely,

Kurt Muth, P.E.

1st 7 mith

Engineering 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 muthk@aurora.il.us IMMEDIATELY UPON RECIEPT.

COMPANY NAME KLF ENterprises

SIGNATURE OF COMPANY REPRESENTATIVE_

PROPOSAL

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

1.	Proposal of LLF Enterprise 5
	for the improvement known as the 2024 On Call Lead Water Service Line Replacement Contract Bid 23-
	93.

- 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 <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.
- 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:

(If an individual)

4234	Signa	atures
(If an individual)	Signature of Bidder	
	Business Address	
	· ·	
	<u></u>	
(If a partnership)		
	Firm Name	
	Signed by	
	Signed by	
	Business Address	
	Insert Names and	
	Addresses of All Partners	
(If a corporation)		
(<u>2</u> 55.)	Corporate Name HEF Enteroprises	
	Corporate Name	
	Signed By	
	Preside	
	Business Address 2300 W 167th St.	
	Markham IL 604	28
	President James Bracken	
V v V		
	Secretary Kelly Bracken	
,	Treasurer Kelly Bracken	
1/./	Y/a /	
Attest: / Chy	1 Propher	

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 Sates 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/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/).

30 ILCS 570/).	
COMPANY NAME KLF Enterprise	S
ADDRESS 7300 W 167 44 5	<u></u>
CITY/STATE/ZIP CODE Machhan 7	EL 60428
NAME OF CORPORATE/COMPANY OFFICIAL	anes Bracken
TITLE President	EASE TYPE OR PRINT CLEARLY
AUTHORIZED OFFICIAL SIGNATURE	
DATE 10-16-23	Subscribed and Sworn to
	**:
TELEPHONE (708) 331-4200	Before me thisday
TELEPHONE (70x) 331-4200 FAX No. (70x) 331-4212	of Octron, 2023
	$\Omega \wedge c$

MY COMMISSION EXPIRES: 10/24/2025

Apprenticeship or Training Program Certification

Return with Bid

All cont	ractors are required to complete the following certification:
₽ Fo	or this contract proposal or for all groups in this deliver and install proposal.
□ Fo	or the following deliver and install groups in this material proposal:
	3:cl number 23-93
requires all other disclose the Unite the work	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 to participation in apprenticeship or training programs that are approved by and registered with ed States Department of Labor's Bureau of Apprenticeship and Training, and applicable to coff the above indicated proposals or groups. Therefore, all bidders are required to complete wing 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.
	Eabor Appartmeship x see attachel

III.	Except for any work identified above, any bid of the contract or deliver and install proposimembers and not by employees to whom the be required, check the following box, and positions of ownership.	al solely by individual owners, partners or payment of prevailing rates of wages would
	NA	
is respons job catego	rements of this certification and disclosure are sible for making a complete report and shall r ory that will be utilized on the project is acco a copy of each applicable Certificate of F	make certain that each type of work or craft punted for and listed. <u>The City of Aurora</u>
Departme	ent of Labor evidencing such participation actors be included with the bid in order to	n by the contractor and any or all of its
Bidder:	KUF ENLOPEICE	By:
Address:	Morhon IL Goy DX	Title: (Signature)
	1. c. c. c. 20 God 72	

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

October 13, 2023

KLF Enterprises Inc 2300 W 167th Street Markham, II 60428

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

Dear Sir or Madam:

At the request of KLF Enterprises 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, KLF Enterprises 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

ment of F

Certificate of Registration of Apprenticeship Program Office of Apprenticeship

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 Babor

Hella J. Lollo Secretary of Babor M. V. L. M. Soften Stopmation Stopmation Office of Reportationally

IC008780173

Revised June 23, 2011

December 31, 1978

Mitted States Department of Labor.

Certificate of Aegistration of Apprenticeship Program Office of Apprenticeship

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 Babor

May 5, 2002

Revised June 21, 2011



IL012020003









(630) 653-0006 chicagolaborers.org

12 October 2023

KLF Enterprises 2300 W 167th St. Markham, IL 60428

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 KLF Enterprises 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

Muanda Madde

Office Manager

States Aepartment of Antificial A

Office of Apprenticeship Araining, Amplayer and Ashar Services Qureau of Apprenticeship and Craining

Certificate of Registration

Chicagoland Laborers' J.A. T.C. Carol Stream, Illinois For the Trade - Construction Craft Laborer

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

established by the Secretary of Babor

April 12, 1999

Date REVISED August 13, 2004

11 017990001 Registration No.



Secretary of Babar

Just Brown

STATE OF ILLING	DIS)	
)	SS
County of Kane)	

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	_ day	of_	Betchen, 2023
		S By	(Signature of Bidder's Executing Officer)
			(Print name of Bidder's Executing Officer)
			Parina (Title)
ATTEST/WITNESS:			
By	_		
Subscribed and sworn to before me	this		
(SEAL) OFFICIAL SEAL SUSAN M HINZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/24/2025			

Bid Number 23-93

Anted States Department of Lab.

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 Kational Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Babor

IC012020003

Dale Revised June 21, 2011

· May 5, 2002

Anited States Bepartment of the Office of Apprenticeship Araining, Amplayer and Ashur Services

Aureau of Apprenticeship and Craining Certificate of Registration

Chicagoland Laborers' J.A.T.C. Carol Stream, Illinois For the Trade - Construction Craft Laborer

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

established by the Secretary of Babor

April 12, 1999

Date REVISED August 13, 2004 11.017990001 Registration No.



S.C. chas

Just Presser

Administrator, Apprenticestip Training, Camployer and Babor Sarvices