

PROPOSAL SUBMITTED BY:

Fox Excavating, Inc
Contractor's Name

1305 S. River St.

Street

P.O. Box

Batavia, IL 60510

City

State

Zip Code



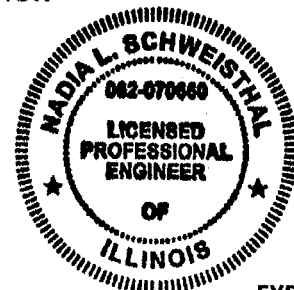
CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

**Hoyles Ave and Jackson St Sewer Separation
and Water Main Replacement**

AURORA, ILLINOIS

March, 2024
Bid Number 24-043



EXP. 11/30/2025

Nadia L. Schweisthal

03/07/2024

PREPARED BY
CITY OF AURORA

Engineering Division
77 S. Broadway Avenue
AURORA, ILLINOIS 60507

Bid Number 24-043



Local Agency Proposal Bid Bond

Route	Various
County	Kane
Local Agency	City of Aurora
Section	

PAPER BID BOND

WE Fox Excavating, Inc., 1305 S. River St., Batavia, IL 60510 as PRINCIPAL,

and Ohio Farmers Insurance Company _____ 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 27th day of March, 2024

Principal

Fox Excavating, Inc. 0 1

(Company Name)

By: Day / 1 / 1 President

(Signature and Title)

By: _____

(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.)

Ohio Farmers Insurance Company

(Name of Surety)

Surety

By: Patricia A. [Signature]

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Veronica Ellyn OConnor, a Notary Public in and for said county,

do hereby certify that Gary Martin and Cathie M. Demitropoulos

(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 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

27th day of March, 2024.

My commission expires 10/24/2027

Vernon Ellen O'Connor

(Notary Public)

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.)

[illegible]

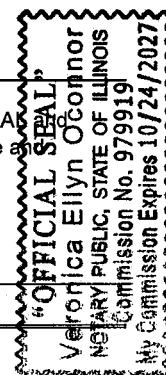
Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

Bid Number 24-043



General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1212962 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of March A.D., 2024.



Frank A. Carrino, Secretary

PROPOSAL

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

1. Proposal of Fox Excavating, Inc.
for the improvement known as the **Hoyles Ave and Jackson St Sewer Separation and Water Main Replacement, Bid 24-043.**
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.

Bid Number 24-043

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
Hoyles Ave and Jackson St Sewer Separation
and Water Main Replacement
Bid 24-043

Route	Hoyles Ave and Jackson St
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Valve Box	EA	1	350.00	\$ 350.00
2	Abandon Valve Vault	EA	1	750.00	\$ 750.00
3	Abandon Existing Sewer Pipe Connection	EA	4	500.00	\$ 2000.00
4	Storm Structure to be Abandoned	EA	2	1000.00	\$ 2000.00
5	Sanitary Manhole Inverts to be Brick and Mortared	EA	4	500.00	\$ 2000.00
6	Select Granular Trench Backfill	CY	1,000	50.00	\$ 50,000.00
7	Unsuitable Soil Removal and Replacement	CY	40	75.00	\$ 3,000.00
8	Exploratory Excavation	LF	20	100.00	\$ 2,000.00
9	Restrained Joint Gasket, 8"	EA	2	300.00	\$ 600.00
10	Water Main Insulation	SQ YD	30	75.00	\$ 2,250.00
11	Zinc Coated DIP Water Main, CI 52, 6" w/V-bio Polywrap	LF	20	200.00	\$ 4,000.00
12	Zinc Coated DIP Water Main, CI 52, 8" w/V-bio Polywrap	LF	900	175.00	\$ 157,500.00
13	8" MJ Gate Valve in 48" Vault	EA	3	6850.00	\$ 20,550.00
14	Additional Fittings	LB	500	7.00	\$ 3,500.00
15	Fire Hydrant Assembly Removal	EA	1	800.00	\$ 800.00
16	Fire Hydrant Assembly	EA	3	8750.00	\$ 26,250.00
17	Sanitary Service Removal and Replacement, 6"	LF	110	200.00	\$ 22,000.00
18	Sanitary Sewer Removal and Replacement, 10" for Blind Tye Removal	LF	10	500.00	\$ 5,000.00
19	Sanitary Sewer Service Relocation, 6"	LF	60	115.00	\$ 6,900.00
20	1" Dia. Curb Stop & B-box	EA	30	900.00	\$ 27,000.00
21	1" Dia. Tap and Corp Stop	EA	30	900.00	\$ 27,000.00
22	Trenchless Copper Water Service, 1"	LF	1,610	32.00	\$ 51,520.00
23	Interior Service Connection Allowance	Allowance	1	\$60,000.00	\$60,000.00
Page 1 Total =					476,970.00



Schedule of Prices
Hoyles Ave and Jackson St Sewer Separation
and Water Main Replacement
Bid 24-043

Route	Hoyles Ave and Jackson St
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
24	Connect to Existing 6" WM (Jackson St)	EA	1	4000.00	4,000.00
25	Connect to Existing 6" WM (5th St)	EA	1	4000.00	4,000.00
26	Abandon Water Main Connection	EA	2	2,500.00	5,000.00
27	Water Main Lowering, 8" DIP CL 52	LF	20	250.00	5,000.00
28	Storm Sewer - 10" DIP	LF	80	150.00	12,000.00
29	Storm Sewer - 12" RCP	LF	90	75.00	6,750.00
30	Storm Sewer - 15" RCP	LF	600	85.00	51,000.00
31	Storm Sewer - 18" RCP	LF	450	95.00	42,750.00
32	Storm Manhole, Type A, 4' dia.	EA	6	4,000.00	24,000.00
33	Storm Infiltration Catch Basin, Ty B, 3' dia.	EA	10	2,000.00	20,000.00
34	Storm Structure Tap (Hoyles & 5th St)	EA	1	1,500.00	1,500.00
35	Field Adjustments to Proposed Storm Structures	EA	4	1,000.00	4,000.00
36	Temporary Pavement, 2"	SY	90	50.00	4,500.00
37	Class D Patching, 5" Binder + 1.5" Surface (Jackson St)	SY	200	85.00	17,000.00
38	Class D Patching, 5" Binder (Hoyles Ave)	SY	1,050	55.00	57,750.00
39	Hot-Mix Asphalt Surface Course 1-1/2" (Hoyles Ave)	TON	250	132.00	33,000.00
40	Hot-Mix Asphalt Surface Removal, 1-1/2" (Hoyles Ave)	SY	2,825	5.00	14,125.00
41	Combination PCC Curb and Gutter Removal and Replacement	LF	130	70.00	9,100.00
42	PCC Sidewalk Removal and Replacement, 5"	SF	100	20.00	2,000.00
43	PCC Drive Approach Removal & Replacement, 6", Residential	SY	22	145.00	3,190.00
44	Seeding - Aurora Mix	SY	250	15.00	3,750.00
45	Items Ordered by Engineer	Allowance	1	\$70,000.00	\$70,000.00
46	Traffic Control and Protection	LS	1	45,000	45,000.00
Page 2 Total =					439,415.00



Schedule of Prices
Hoyles Ave and Jackson St Sewer Separation
and Water Main Replacement
Bid 24-043

Route	Hoyles Ave and Jackson St
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
47	Inlet Protection	EA	12	200.00	\$ 2,400.00
48	Temporary Staging	TON	20	50.00	\$ 1,000.00
49	Non-Special Waste Disposal	TON	20	50.00	\$ 1,000.00
50	Special Waste Disposal	TON	20	50.00	\$ 1,000.00
51	Trucking City of Aurora Spoils to Landfill	HR	100	175.00	\$ 17,500.00
Page 3 Total =					\$ 22,900.00
Page 2 Total =					\$ 439,415.00
Page 1 Total =					\$ 476,970.00
Bidder's Total Proposal for Making Entire Improvements =					\$ 939,285.00



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Fox Excavating Inc

Signed By Gary Martin

President

Business Address 1305 S. River St

Batavia, IL 60510

President Gary Martin

Secretary Michael Martin

Treasurer Michael Martin

Attest:

[Signature]
Secretary

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 26 day of March, 2024.

By [Signature]
(Signature of Bidder's Executing Officer)

Gary Martin
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By [Signature]
Title Sr. Project Manager

Subscribed and sworn to before me this
26 day of March, 2024

[Signature]
Notary Public

(SEAL)



Bid Number 24-043

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

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

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

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

- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME Fox Excavating, Inc.

ADDRESS 1305 S. River St.

CITY/STATE/ZIP CODE Batavia, IL 60510

NAME OF CORPORATE/COMPANY OFFICIAL Gary Martin

TITLE President PLEASE TYPE OR PRINT CLEARLY

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 3/26/24

Subscribed and Sworn to

TELEPHONE (630) 879-2674

Before me this 26 day

FAX No. (630) 879-2025

of March, 2024

E-MAIL ADDRESS Bids@foxdig.com

[Signature]
Notary Public

Bid Number 24-043



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

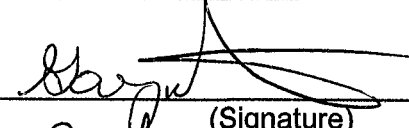
- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

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

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

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

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

Bidder: Fox Excavating, Inc. By:  (Signature)
Address: 1305 S. River St. Batavia, IL 60510 Title: President

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

June 8, 2023

Fox Excavating, Inc.
1305 S River Street
Batavia, IL 60510

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

Dear Sir or Madam:

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

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

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

Very truly yours,

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

Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund

Wilmington, Illinois

For the Trade — Operating Engineer (Heavy Equipment Technician)

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

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Hilda J. Solis
Secretary of Labor

Ann V. Ladd
Administrator, Office of Apprenticeship

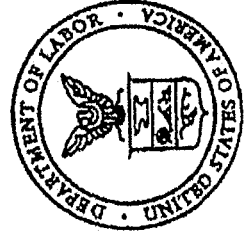
The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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

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



December 31, 1978
Date Revised June 23, 2011

Registration No. IL008780173

Walter J. Solis
Secretary of Labor
Ad. V. Hall
Administrator, Office of Apprenticeship



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

1) Date Submitted: 3/26/24
2) Name of Business: Fox Excavating, Inc
3) Address of Local Office: 1305 S. River St.
4) City, State, Zip: Batavia, IL 60510
5) Company's Web Address: Foxdig.com
6) Phone: 630-879-2674 Fax: 630-879-2025
7) County your Local Business is Located In: Kane
Submitted By (Signature): [Signature]
Print Name and Title: Michael Schuckert / SR PM
Email Address: Michael.Schuckert@foxdig.com

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatement or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507
Or email to: PurchasingDL@aurora.il.us

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____



**Illinois Department
of Transportation**

Certificate of Eligibility

Fox Excavating, Inc.

1305 South River Street BATAVIA, IL 60510

Contractor No 566C

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,500,000.00

001	EARTHWORK	\$1,500,000
012	DRAINAGE	\$1,500,000
034	DEMOLITION	\$950,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 2/29/2024 TO 2/28/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 2/29/2024.


Engineer of Construction

Governor
JB Pritzker



Director
James L. Bennet

State of Illinois Eligible Bidder / Public Contractor

FOX EXCAVATING INC.

1305 S. River Street

Batavia, IL, 60510

IDHR Eligibility Number: 134831-00

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 5/2-105. The official status of this registration can be verified at www.illinois.gov/DHR.



Form Number:
PC1

Start Date
02/15/2022

Expiration Date
02/14/2027

Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL, 60601