PROPOSAL SUBMITTED BY:		
Superior Excava: Contractor's Name	ting Co	·
Contractor's Name	7	,
	P.O. Box	x 575
Street		P.O. Box
Channahon	エレ	60410
City	State	Zip Code



CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

#### PROPOSAL AND SPECIFICATIONS FOR

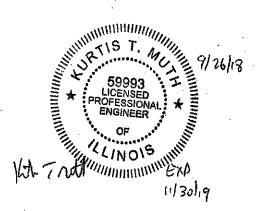
Watermain Repair West Branch Downer Place Bridge - Watermain Repair

B18-61

**AURORA, ILLINOIS** 

October 2018

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



#### **PROPOSAL**

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

1. Proposal of <u>Superior Excauating</u> Co for the improvement known as the West Branch Downer Place Bridge Watermain Repair.

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

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

- 12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
- 13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
- 14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
- 15. Accompanying this proposal is either a <u>5% Bid Bond</u> or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$
- 16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
- 17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the City of Aurora General Specifications.
- 18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
- 19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
- 20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
- 21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora General Specifications Article 6.7.

- 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:



#### West Branch Downer Place Bridge Watermain Repair

Route	Downer Place	
County	Kane	
Local	City of	· · · · · · · · · · · · · · · · · · ·
Agency	Aurora	
Section		

#### **RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Under Bridge Work Platform	Week	2	10,000	20,000
2	Watermain Repair	Each	3	14,00000	42,00000
з	12" Diameter DIP Solid Sleeves	Each	6	1,00000	6,00000
4	Additional Fittings	Pound	500	500	2,50000
5	Fitting Insulation	Each	6	25000	1,50000
6	Disinfection	Each	1	1,000	1,00000
7	Mobilization	Lump Sum	1	11,50000	11,50000
8	Traffic Control	Day	10	15000	20,000°° 42,000°° 6,000°° 2,500°° 1,500°° 11,500°° 1,500°°
9	Items Ordered by Engineer	Allowance	1		\$25,000.00
Bidder's Total Proposal for Making Improvements =				111,000000	

(If an individual)

#### Signatures

(II an Individual)	Signature of Bidder	مينيجست
	Business Address	
(If a partnership)		<del>سسبر</del>
	Firm Name	<del>Properties</del>
	Signed by	-
	Business Address	
	Insert Names and Addresses of All Partners	
(If a corporation)		
	Corporate Name Superior Excavating Co	<u>&gt;</u>
	Signed By Ruad Hoover President	$\pm$
	Business Address P.O.Tox 575	
	Channahon IL 60410	
	President Brad Hoover	
	Secretary Loe Mootman	
A N	Treasurer <u>Joe Mootman</u>	

#### **BIDDER'S CERTIFICATION**

#### I/We hereby certify that:

H.

- 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 Sates Department of Labor.

Contractor shall check the box indicating that a copy of applicable program

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

certification is attached.

LORI MOORMAN Official Seal Notary Public - State of Illinois

My Commission Expires Apr 4, 2020

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 I. statutes. COMPANY NAME ADDRESS  $\mathcal{D}_{i}\mathcal{O}_{i}$ 60410 CITY/STATE/ZIP CODE\_Channe NAME OF CORPORATE/COMPANY OFFICIAL PLEASE TYPE OR PRINT CLEARLY AUTHORIZED OFFICIAL SIGNATURE DATE 10-10 Subscribed and Sworn to TELEPHONE (815) 409-0721 Before me this FAX No. (815) 828-5427

Notary Public



20 April 2017

Executive Director
Thomas Nordeen

Labor Trustees
James P. Connolly
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
Joe Riley

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

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,
MMAMMA MADDU

Miranda Maddie Office Manager

# Atakes Department or Manney Office of Apprenticeship Araining, Amployer and Ashar Services

Aureau of Apprenticeship and Training

Chicagoland Laborers' J.A. 7.C. Carol Stream, Minois Certificate of Registration

for the Inade - Construction Craft Laborer

Registered as part of the Xational 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



Secretary of Babar

Just Room

Administrator, Apprenticaship Braining, Employer and Babor Services

THOM. MORTED TO: +18158285427

### INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 180, 1508, 150A, 180C, 150RA, 150D, 150G, 150M applicated with the a.e.l.-c.i.o. and building trades department

JAMES M. SWEENEY PRESIDENT-BUSINESS MANACER



(708) 482-9800 - PAX (708) 462-7168 5200 JOLIET ROAD COUNTRYSIDE, IL 60525-9992

April 24, 2017

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 I dispatch office

Amanda Gunderson

**Enclosures: Certificates** 

This of Apprenticeship Teating, Juplinger and Jahor Sections Hurean af Suprenticeship and Training

Arthrute of Registration Operating Engineers Local #150 Nainfield, Illinois

Por the Trade of Operating Engineer

Registered as part of the National Tipprenticeship Program in accordance with the basic standards of apprenticeship

established by the Secretary of Babor

9.008780173 Registeration The

Nacionales 5, 2002

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+18128582457



## Certificate of Eligibility

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

5853 Contractor No

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 WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$4,955,000.00

INCLUSIVE, AND SUPERSEDES ANY THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN 4/30/2019 ဥ 5/4/2018 THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM ISSUED AT SPRINGFIELD, ILLINOIS ON 5/7/2018.

Sim Rel

Engineer of Construction

#### **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:			
rec all bid app and	uires the other reduced to the contract the	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, his contract to be awarded to the lowest responsive and responsible bidder. In addition to esponsibility factors, this contract or deliver and install proposal requires all bidders and all subcontractors to disclose participation in apprenticeship or training programs that are by and registered with the United States Department of Labor's Bureau of Apprenticeshiping, and applicable to the work of the above indicated proposals or groups. Therefore, all re 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 bid part of the work of the contract or deliver and partners or members and not by employees wages would be required, check the followorkforce and positions of ownership.	d install proposal solely by individual owners, to whom the payment of prevailing rates of
	<del></del>	
contractor bidder is craft job corequires Department	irements of this certification and disclosure in shall require this certification provision to be responsible for making a complete report and category that will be utilized on the project is a a copy of each applicable Certificate of lent of Labor evidencing such participation actors be included with the bid in order to	included in all approved subcontracts. The shall make certain that each type of work or ccounted for and listed. The City of Aurora Registration issued by the United States on by the contractor and any or all of its
Bidder:	Superior Excavating Co P.O. Box 575 Channahan Fr	By: Brad Hoores
Address:	P.O. Box 575	Title: President
	Channahan Fl	
	60410	

STATE OF ILLINO	IS)	
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.

or the amount of the tax, all as provided for	r in accordance with 65 ILCS 5/11-42.1-1.
DATED this day o	of 0ct , 2018.
•	By Sadbour (Signature of Bidder's Executing Officer)
	(Print name of Bidder's Executing Officer)
	President (Title)
ATTEST/WITNESS:  By  Title	
Subscribed and sworn to before me this, 20	
Notary Public	4
(SEAL)  LORI MOORMAN  Official Seal  Notary Public - State of Illinois  Aly Commission Expires Apr 4, 2020	

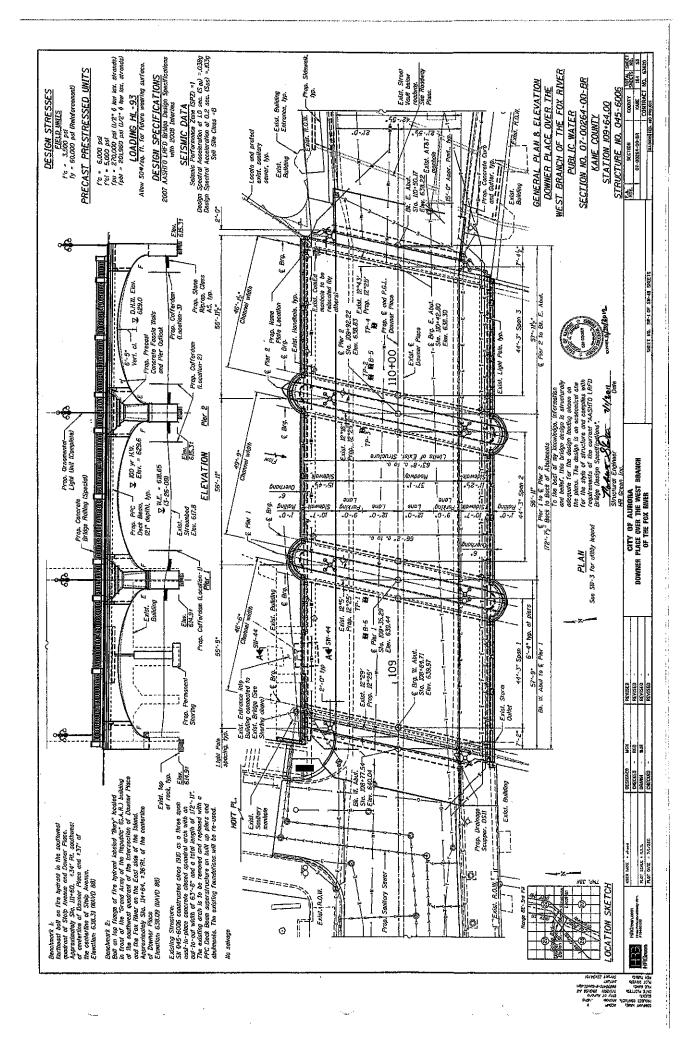


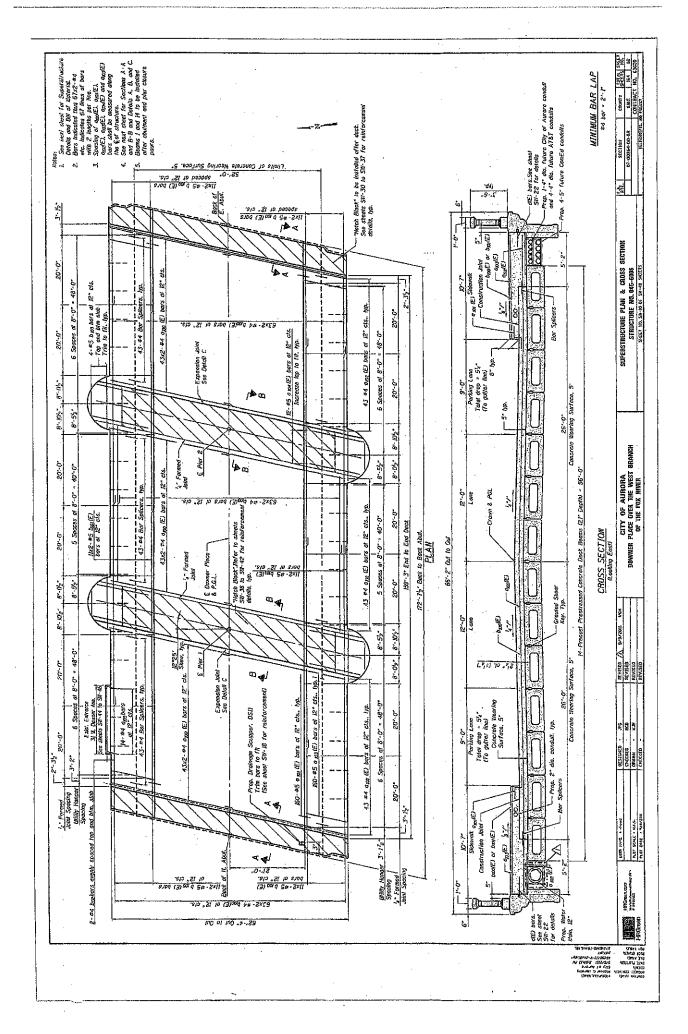
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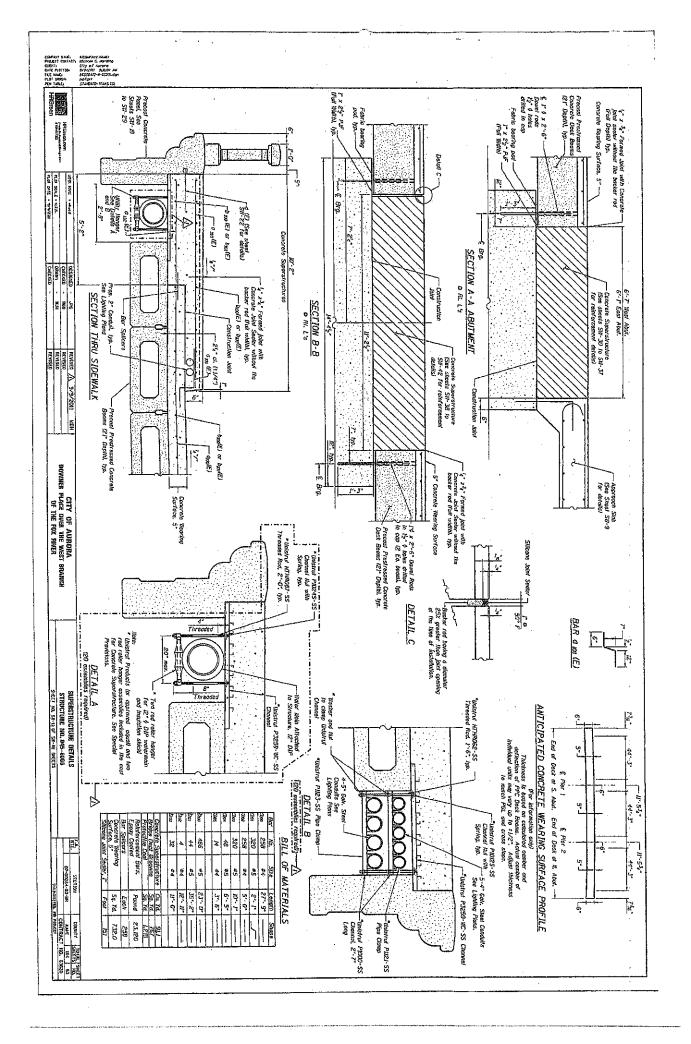
#### City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, approved August 28, 2018.

	1)	Date Submitted:
	2)	Name of Business:
	3)	Address of Local Office:
	4)	City, State, Zip:
	5)	Company's Web Address:
	6)	Phone:Fax:
	7)	County your Local Business is Located In:
		Submitted By (Signature):
		Print Name and Title:
		Email Address:
	Sec	2. 2-410Prequalification; local bidder.
<ul> <li>(a) If an interested business would like to prequalify as a "local business", such a business shall complete an prequalification application along with supporting documentation, as listed below, and the applicable fee City Council, to the Finance Department:</li> <li>a. Evidence that the business has established and maintained a physical presence in the City of Aurora, the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecuprior to the submission of the prequalification application; and</li> <li>b. Evidence demonstrating that the business is legally authorized to conduct business within the State of the City of Aurora, and has a business registered to operate in the City if required; and</li> <li>c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are this or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply ticked tickets that are not in dispute as to their validity and are not being challenged in court or other according processes.</li> </ul>		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 abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative
	Ple	case note for (a) c. above the City of Aurora will verify internally that your company does not have any tetanding fees. Your company should make sure that to the best of its knowledge all bills are current.
	Cit	turn completed application, with all required backup documentation to: ty of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507 email to: PurchasingDL@Aurora-il.org
	Do	not write below this line: For City of Aurora use ONLY
(a)	a.	
(a)		
(a)	c.	
	Da	te:
	Ap	proved: Denied:
	Le	tter Sent: Initials:







#### B18-61 West Branch Downer Place Bridge Water Main Repair Bid opening - October 10, 2018 @ 2 p.m.

#### ADDENDUM NO. 1 Page 1 of 1

TO:

All Bidders

FROM:

**Engineering Division, City of Aurora** 

DATE:

**September 28, 2018** 

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

1. Any interested bidders shall plan on attending a mandatory on-site pre-bid meeting on Wednesday, October 3<sup>rd</sup>, 2018 at 11 a.m. The meeting will be held on the north sidewalk of the West Branch Downer Place Bridge over the Fox River.

Sincerely,

ILT MA

Kurt Muth, P.E. 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 <a href="mailto:kmuth@aurora-il.org">kmuth@aurora-il.org</a> IMMEDIATELY UPON RECIEPT.

COMPANY NAME Superior Excavating

SIGNATURE OF COMPANY REPRESENTATIVE TO A COMPANY REPRESENTATIVE

#### B18-61

West Branch Downer Place Bridge Water Main Repair Bid opening — October 10, 2018 October 12, 2018 @ 11 a.m.

#### ADDENDUM NO. 2 Page 1 of 4

TO:

**All Bidders** 

FROM:

**Engineering Division, City of Aurora** 

DATE:

October 8, 2018

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

It has come to the City's attention that all plan holders were not notified via addendum that there was a mandatory pre-bid meeting. An additional pre-bid meeting will be held at 10:00 on October 9, 2018 at the repair location on the west branch Downer Place Bridge. Any potential bidder who did not attend the first meeting is required to attend the meeting on October 9; the October 9<sup>th</sup> meeting is optional for any bidders who previously attended the first meeting.

Attached are the minutes and an attendance list from the first meeting along with a picture of the water main post construction. A 3<sup>rd</sup> addendum will be posted following the 2<sup>rd</sup> pre-bid meeting, which will include minutes from the second meeting. Finally, the bid opening will be postponed until Friday, October 12<sup>th</sup> at 11 a.m.

Sincerely,

KANH

Kurt Muth, P.E. 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 <a href="mailto:kmuth@aurora-ilorg">kmuth@aurora-ilorg</a> IMMEDIATELY UPON RECIEPT.

COMPANY NAME Superior Excavating Co

SIGNATURE OF COMPANY REPRESENTATIVE

## City of Aurora West Branch Downer Place Bridge - Water Main Repair Mandatory Pre-Bid Meeting 10/3/18

#### Sign-In Sheet

Name	Organization	Number
Kurt Muth	City of Aurora	630-256-3200
Eric Schoeny	City of Aurora	630-256-3200
BRET VERARDO	GARKH SONS	309-231-279
Stive Linden	H. Linden 5 Sons	(.31-552-9955
SHAWN SPIESS	Steve Spiess Const.	Cell 815-643-8171 Ang 815-469-2333
Brad Hoover	Superior Excavating Co	815-409-0721
Mho Houster	COA	331-254-2026
Bob Gatto	Swellow Const.	630-512-9900
Anthony handina	Swallow Coust.	1.30-512-9700
	-	
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•		

#### City of Aurora

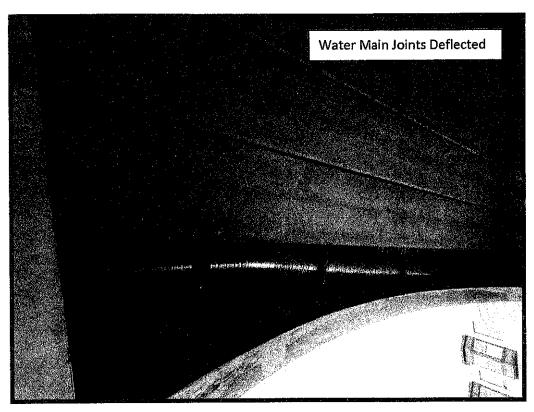
#### West Branch Downer Place Bridge – Water Main Repair Mandatory Pre-Bid Meeting Minutes October 3<sup>rd</sup>, 11:00 A.M.

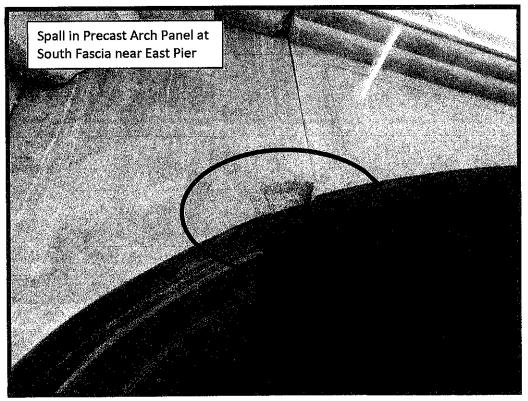
- 1. The minutes from this meeting will be distributed via an addendum.
- 2. Bids are due to the City Clerk by 2:00 P.M. CST, October 10<sup>th</sup>, 2018.
- 3. Anticipated contract approval would be at the City Council meeting on November 13th.
- 4. There are 20 Working Days to achieve Final Completion which starts with the execution of the contract or 15 days from the Notice to Proceed (Anticipated 10/13), whichever occurs first.
- 5. The City suspects there is are leaks on the middle and east spans of the bridge.
- 6. The east span appears to have a larger leak and the City thinks it is located approximately 33' from the 45° bend at the east end of the bridge.
- 7. An attempt was made to televise the live water main and the camera got stuck and lost the video feed at this location. The camera will need to be retrieved and returned as part of the repair.
- 8. The City is in possession of 2 full length sticks of 12" insulated pipe for use during the repairs.
- 9. The water main is located under the sidewalk on the north side of the bridge and is supported by hangers.
- 10. The water main shall be repaired from underneath the bridge and the sidewalk shall not be removed as part of the repair.
- 11. Means and methods are the Contractor's responsibility. However, any method that involves intruding into the river will require a sign off from Illinois Department of Natural Resources, the US Army Corps of Engineers, and the Illinois Environmental Protection Agency. The Contractor shall be responsible for obtaining aforementioned sign offs.
- 12. The joints shall be insulated with Armaflex APR 10040 insulation or equal.
- 13. Disinfection will be paid for as an each pay item. The contractor shall not be liable for additional costs due to failed bacteriological tests.
- 14. Local Vender Preference
- 15. IDOT prequalification not required Item H on bidder's certification is not applicable
- 16. The attendance sheet is attached.
- 17. Holes may be drilled into the sidewalk as deemed necessary to perform the water main repair.

  Restoration will be incidental to the contract.
- 18. Lane Closures shall be discussed and approved before implementation.
- 19. The intention of this repair is to only perform spot repairs as necessary and not replace entire pipe lengths.
- 20. Please notify the City of Aurora before 10/9/18 at 4 p.m. regarding any omissions or revisions required to these meeting minutes.



#### Structure Number 045-6006 Downer Place over the Fox River, West Branch





#### B18-61

West Branch Downer Place Bridge Water Main Repair Bid opening – October 10, 2018 October 12, 2018 @ 11 a.m.

#### ADDENDUM NO. 3 Page 1 of 2

TO:

All Bidders

FROM:

**Engineering Division, City of Aurora** 

DATE:

October 10, 2018

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

Attached is the attendance list from the 2<sup>nd</sup> pre-bid meeting. There was no new info discussed at the 2<sup>nd</sup> pre-bid meeting. Only those bidders that attended one of the two pre-bid meetings will eligible to submit a bid. The bid opening is still scheduled for Friday, October 12<sup>th</sup> at 11 a.m.

Sincerely,

If not

Kurt Muth, P.E. 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 <a href="mailto:kmuth@aurora-il.org">kmuth@aurora-il.org</a> IMMEDIATELY UPON RECIEPT.

company name Superior Excavating Co

SIGNATURE OF COMPANY REPRESENTATIVE BOOK WOLLD

## City of Aurora West Branch Downer Place Bridge - Water Main Repair Mandatory Pre-Bid Meeting 10/9/18

#### Sign-In Sheet

Name	Organization	Number
Kurt Muth	City of Aurora	630-256-3200
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#### **Bid Bond**

Bond Number: 2395921

#### CONTRACTOR:

(Name, legal status and address)
Superior Excavating Company, Inc.
PO Box 575
Channahon, IL 60410

#### OWNER:

(Name, legal status and address)
City of Aurora
44 E Downer PI
Aurora
IL 60505-3302

**BOND AMOUNT: \$** 

Five Percent of the Amount Bid

#### PROJECT:

(Name, location or address, and Project number, if any)
West Branch Downer Place Bridge Water Main Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company The author of this document has PO Box 620976 added information needed for its Middleton, WI 53562 completion. The author may also

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

1

Signed and sealed this 10 day of October , 2018

Superior Excavating Company, Inc.

(Contractor as Principal)

(Seal)

(Title)

West Bend Mutual Insurance Company

(Surety)

Lucianne Bischoff , Attorney In-Fact





#### **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:

Lucianne Bischoff

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

Onristopher C. Zungart

Christopher C. Zwygart

Secretary

State of Wisconsin County of Washington

Kevin A. Steiner

Chief Executive Officer/President

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 is 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

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 10th day of

October

2018

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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.



#### **ACKNOWLEDGMENT OF CORPORATE SURETY**

STATE OF	Illinois	·	)	
			s	ss
County of	Cook		)	
	On this	10th	_ day of .	October , 20 18 , before me appeared
Lucianne Bischoff			to me personally known, who being by me duly sworn,	
did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COM- PANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in- Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said in- strument to be the free act and deed of said corporation.				
My Commission Expires  ALEXANDRA TISMA OFFICIAL SEAL Notery Public, State of Illingis My Commission Expires July 08, 2020  Notary Public				
July 8		, 20 <u></u> 2	.0	County of Cook , State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.