

PROPOSAL SUBMITTED BY:

MARTAM CONSTRUCTION, INC.

Contractor's Name

1200 GASKET DR.

Street

P.O. Box

ELGIN IL 60120

City

State

Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR
2024 Bridge Rehabilitation Program

Bid 24-068

AURORA, ILLINOIS
August 2024

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

TABLE OF CONTENTS

TITLE PAGE

TABLE OF CONTENTS

NOTICE TO BIDDERS

SPECIAL PROVISIONS

STATE OF ILLINOIS LABOR REQUIREMENTS

CITY OF AURORA GENERAL SPECIFICATIONS

BID BOND FORM

PROPOSAL

SCHEDULE OF PRICES

SIGNATURE SHEET

BIDDER'S CERTIFICATIONS

APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

BIDDER'S TAX CERTIFICATION

LOCAL VENDOR PREFERENCE APPLICATION

LOCATION DETAILS

IDOT SPECIAL PROVISIONS AND SPECIFICATIONS

HIGHWAY STANDARDS

**City of Aurora
Bid 24-068
NOTICE TO BIDDERS**

Time and Place of Opening of Bids

Sealed bids for the improvement described below must be received at the office of the City Clerk, 44 E Downer Place, First Floor, Aurora, IL 60505 until **11:00 AM, Wednesday, August 21, 2024**. Proposals will be opened and read publicly at the above address on **Wednesday, August 21, 2024 at 11:00 AM** for those wishing to attend in person. The bid opening will also be live streamed, access details to be provided to all plan holders.

All questions must be received by 2:00 pm (CST) on Wednesday August 14, 2024. A response to all questions received will be posted on the City's website via addendum by 5:00 pm (CST) on Thursday August 15, 2024.

Description of Work

Name: 2024 Bridge Rehabilitation

Proposed Improvement: The project includes miscellaneous bridge repair items at 3 bridges in the City: SN 045-6017 (High St over BNSF RR), SN 045-6022 (Wood St over BNSF RR), and SN 045-9942 (Ohio St over BNSF RR). The project includes small quantities of various miscellaneous structure repair items as detailed in the plans and special provisions.

Bidder Instructions

1. Plans and proposal forms will be available online at: <https://www.aurora-il.org/bids.aspx>.
2. Prequalification of Bidders is required for this project. The 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), showing all uncompleted contracts awarded to them and all low bids pending award.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Any bidder who owes the City money may be disqualified at the City's discretion.
6. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
8. The City of Aurora has a local preference ordinance that would apply to this contract.

By Order of
City Clerk
City of Aurora

INDEX TO SPECIAL PROVISIONS

**Prov. | Title
No.**

Scope of Work

SP 1.	SPECIAL CONDITIONS.....	1
SP 2.	MOBILIZATION	1
SP 3.	AVAILABLE REPORTS.....	1
SP 4.	PUBLIC CONVENIENCE	2
SP 5.	DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL & CCDD.....	2
SP 6.	NPDES PERMIT	2
SP 7.	SCHEDULED WORK ACTIVITY.....	2
SP 8.	POLICE DEPARTMENT NOTIFICATION	2
SP 9.	PUBLIC NOTICE AND WORK TIMES	2
SP 10.	WORK ADJACENT TO SCHOOLS, HIGH VOLUME TRAFFIC ROUTES (SHOPPING CENTERS, COMMUTER ROUTES) AND SPECIAL EVENTS (CONCERTS/PARADES)	3
SP 11.	WATER FOR CONSTRUCTION PURPOSES	3
SP 12.	DEADLINE.....	3
SP 13.	SAW CUTTING	3
SP 14.	PAYMENTS.....	3
SP 15.	CLEAN UP.....	4
SP 16.	TRAFFIC CONTROL AND PROTECTION	4
SP 17.	LANDSCAPE RESTORATION.....	4
SP 18.	BOLT REPLACEMENT	5
SP 19.	GRAFFITI REMOVAL.....	5
SP 20.	CLEANING BRIDGE SCUPPERS AND DOWNSPOUTS.....	7
SP 21.	ANTI-GRAFFITI COATING	7
SP 22.	STRUCTURAL STEEL REMOVAL.....	10
SP 23.	DRILL AND GROUT BARS.....	11
SP 24.	RAILING REMOVAL AND REINSTALLATION	11

CITY OF AURORA SPECIAL PROVISIONS

The following Special Provisions supplement the "General Specifications," the Illinois Department of Transportation's "Standard Specifications For Road and Bridge Construction," (herein after called the "Standard Specifications", the City of Aurora's "Standard Specifications for Improvements," the "Supplemental Specifications and Recurring Special Provisions," the "Standard Specifications for Water And Sewer Main Construction in Illinois, Sixth Edition," the "Standard Specifications for Traffic Control Items," and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as the *2024 Bridge Rehabilitation Program (Bid 24-068)* and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT:

This project shall consist of making improvements to the existing bridges, approaches, and nearby facilities. The Engineer reserves the right to alter the plans, extend or shorten the improvement, add such work as may be necessary, and increase or decrease the quantities of work to be performed all in accordance with Section 104 of the Standard Specifications. The difference in quantities regardless of the percent increase or decrease shall be deemed to pose no significant change in the character of the work for this contract. All quantities are estimated, and payment will be made for actual measured work completed. Contractor shall note this project consists of 3 bridge locations (SN 045-6017, SN 045-6022, and SN 045-9942) within the City of Aurora.

SP 1. Special Conditions

The bidder shall inspect the streets, the site of the proposed work and the local conditions that affect the detailed requirements of construction. The Contractor shall be responsible for determining the possible effects of the varying site conditions and no additional compensation will be allowed for extra time due to the progress of work.

SP 2. Mobilization

This contract contains no provisions for Mobilization. Therefore, Section 671 of the Standard Specifications is deleted.

SP 3. Available Reports

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

SN 045-6022 (Wood St) Record Bridge Plans
SN 045-9942 (Ohio St) Record Bridge Plans

Those seeking these reports should request access from:

City of Aurora
Tim Weidner, PE
44 E. Downer Place, Aurora, IL 60507
(630) 256-3200
WeidnerT@aurora.il.us
Hours: 8 AM to 4 PM (Monday - Friday)

SP 4. Public Convenience

This contract includes work on several streets throughout the city and as such the Contractor shall schedule work to minimize the inconvenience to the public. In addition to the requirements of Article 107.09, the Contractor shall be aware of the commuter hours and main direction of high traffic flow on the city's Arterial and Major Collector streets. Certain lanes as identified by the Resident Engineer shall not be closed before 8:30 AM and shall be opened by 3:30 PM. The Contractor will not be entitled to extra compensation to adjust their work schedule according to the requirements as stated herein and as directed by the Resident Engineer.

SP 5. Disposal of Debris and Excavated Material & CCDD

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, grindings, concrete, stone, dirt or debris generated in the course of the work. The Contractor shall load the removed pieces of curb and gutter, sidewalk, street pavements, etc. directly onto trucks, haul it away and dispose of it. The temporary storing of excavated materials on the parkway and street and re-handling them later for disposal or backfill will not be allowed.

In addition to the requirements of Section 107.01 of the Standard Specifications, the Contractor shall be responsible for the proper removal and disposal of excavated materials from the project site. The Contractor will meet all the requirements set forth by the IEPA in regard to Clean Construction and Demolition Debris which include providing certification from a licensed Professional Engineer, geotechnical testing, dumping fees and proper documentation. This work will not be paid for separately but shall be considered included in the total contract cost.

SP 6. NPDES Permit

A separate Notice of Intent (NOI) will not be required for this construction project. The City of Aurora has filed a Notice of Intent for General Permit for Discharges from a Small Municipal Separate Storm Sewer Systems (MS4s) under the National Pollutant Discharge Elimination System Phase II. This NOI covers all City of Aurora sponsored construction projects. A copy of the City of Aurora NOI is maintained on file at the Engineering Department of the City of Aurora.

SP 7. Scheduled Work Activity

The Contractor shall provide any Scheduled Work Activity to the Resident Engineer by 3:00 PM each day prior to any construction. The information shall provide the list of streets where work will occur and include start time, type of work and all scheduled material deliveries. Work done without prior notification to the resident engineer shall be considered unauthorized and will not be included for payment.

SP 8. Police Department Notification

The Contractor shall contact the City of Aurora, Police Department non-emergency number prior to closing streets to through traffic, installing temporary no parking signage and any work that may impede the flow of traffic.

SP 9. Public Notice and Work Times

The Contractor shall deliver a notice, original form supplied by the City, to each address that will be affected by work to be performed on each street. Notices shall be distributed 7 to 14 days in advance of the start of work. The allowed work hours are Monday thru Friday 7 AM to 5 PM for regular work days that are not a City holiday. The Contractor may request work hours and days outside normal working periods. The Contractor shall be responsible for keeping vehicles off the streets as needed

for the project. The Contractor shall install and maintain temporary signs in the parkway 24 hours prior to starting work on each street. The signs shall be 18" x 24", white plastic with red lettering on both sides stating **NO PARKING, 7:00 AM - 5:00 PM MON – FRI THANK YOU “contractor name”**. **Signs shall be spaced on both sides (min. 3 signs each side, each block) as needed to notify motorists.** Immediately following each stage of work on each street, the Contractor shall remove the signs and reinstall them as needed.

SP 10. Work Adjacent to Schools, High Volume Traffic Routes (Shopping Centers, Commuter Routes) and Special Events (Concerts/Parades)

In addition to delivering the “Notices”, the Contractor shall personally contact schools, shopping centers and other heavy traffic locations and events that will experience traffic delays as a result of working on this contract. In no case, shall equipment be operated near school zones when children are present. The Contractor shall also make adjustments to work schedules to accommodate events that would involve large numbers of vehicles and people on a particular street. No compensation will be paid for any inconvenience, delay, or loss experienced by the Contractor because of adjustments to their normal schedule.

SP 11. Water for Construction Purposes

City water for construction purposes will be available to the Contractor at his cost according to the rates in effect at the time of usage. The Contractor shall secure a city water meter from the Water Treatment Plant at Route 25 and Indian Trail Road by leaving the required deposit. The use of City water without a City issued meter is illegal. The Contractor will be fined according to ordinance, which will be deducted from moneys due, for each unauthorized use of city water regardless of the amount of water used or the reason for the unauthorized use.

SP 12. Deadline

The Contractor shall complete the work on all streets included in the scope of work detailed in this contract by **Friday, May 23, 2025.**

SP 13. Saw Cutting

Wherever new work will meet existing conditions other than lawn, regardless of whether the new or existing is asphalt or concrete, the existing adjacent sidewalk, pavement or curb shall be neatly saw cut. The saw cut shall be in a neat straight line sufficiently deep so that it renders a smooth vertical face to match. All saw cutting, shall be included in cost to the adjacent new item of work.

SP 14. Payments

The City will process up to one partial payment per month based on the work completed to date. Payments in progress under this contract shall be subject to a maximum 10% retainage by the City. The Contractor shall provide Partial Waiver of Lien and Contractor Affidavit for partial payments. All payments and processes shall follow the requirements of the City of Aurora’s Purchasing Division.

The Engineer shall process the final payment one year after the completion of all the work. A maximum of 5% of the total value of completed work may be held during this period. The Contractor shall make repairs to any work that is found to be defective as determined by the Engineer.

Prior to the Final Payment, the Contractor shall provide Final Waivers of Lien for his company, all subcontractors, suppliers and materials. Final payment will be made after all material certification has been received and accepted.

SP 15. Clean Up

Following the completion of work on each street, the Contractor shall clean the area of all construction debris, signs, all barricades, survey markings and other items that do not belong on the site. All temporary signs and pavement tape shall be removed. Clean-up will not be paid for separately but shall be considered incidental to the contract.

SP 16. Traffic Control and Protection

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained in the plans and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control.

The Contractor shall contact the City of Aurora at least 72 hours in advance of beginning work. Prior to the start of work the Contractor shall have a sufficient number of barricades, signs, and flag persons at the jobsite for the scheduled work.

It is anticipated that full closures may be needed at each bridge to complete the contract work. Construction affecting traffic will only be allowed on one bridge at a time. Signed detours are not expected to be needed. The Contractor is expected to develop a maintenance of traffic plan for approval by the City.

All traffic control and protection will be paid for at the contract lump-sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, and remove all traffic control devices required as stated herein and all applicable Highway Standards for Traffic Control and Protection.

SP 17. Landscape Restoration

This work shall consist of restoration of the parkways and landscaped areas that were disturbed, damaged, or removed during construction in accordance with Sections 211, 212, 250 and 251 of the Standard Specifications and as stated herein.

- Disturbed areas shall be cleared of debris generated during the course of work. Debris shall include all stone, gravel, concrete, forms and any other material that is not topsoil material.
- Turf areas that are removed or disturbed during construction shall be restored to original condition or better. The Contractor shall cut a vertical edge along the line where the turf was removed. The excavated areas shall be filled with topsoil and topped with 6" of compacted pulverized topsoil. The area shall be leveled and shaped to provide a smooth transition to the existing ground and sloped to provide positive drainage.
- Areas shall be seeded with City of Aurora standard seed mix, fertilizer, straw and mulch applied by Method 2 – Procedure 3 to secure the straw.
- The Contractor shall monitor the restoration and remove weeds that exceed 12" tall and reapply seed & topsoil as needed.

This work will be paid for at the contract price lump sum for LANDSCAPE RESTORATION which price shall include all labor, material and equipment necessary to complete the work as specified herein, guarantee repairs and as directed by the Engineer.

SP 18. Bolt Replacement

This work shall consist of the replacement of missing bolts in the rail splice at the east fence. Bolts shall be replaced in-kind to match as closely as possible to the remaining existing bolts and meet the requirements of Article 1006.07.

This work will be paid for at the contract unit price per each for BOLT REPLACEMENT.

SP 19. Graffiti Removal

Description. This work shall consist of removing graffiti from the surfaces of the abutments and piers for structures included in this contract, as directed by the Resident Engineer, by the methods described in this specification.

Materials. All materials and equipment shall be subject to the Resident Engineer's approval before any work can begin. Abrasive material for blast cleaning shall meet the requirements of IEPA.

Paint. All paint used shall meet the following requirements: The paint shall be a quality primer formulated specifically for the purpose of covering graffiti. It shall be compatible with the surface it is used on as per the manufacturer's data sheet and must adhere well to the substrate and resist fading and chalking. Compatibility shall be verified by the paint manufacturer's product data sheet or by written documentation from the paint manufacturer. Color of primer used to cover graffiti shall match existing paint color to the satisfaction of the Engineer.

Power Wash. Soluble, abrasive blast media shall be a large crystal sodium bicarbonate or a magnesium sulfate based media. Solubility of the media in water shall meet the requirements of IEPA. The equipment with the media shall be a soluble media injector type power washer. The Contractor shall submit catalog cuts or other documentation for all equipment proposed for use in this work. The Resident Engineer may require demonstration of the equipment's capabilities. No work shall begin until the equipment has been demonstrated to, and accepted by the Resident Engineer.

Solvent Wash. The cleaning compound shall be a blend of an organic solvent of emulsifiers and surfactants. It shall be a bio-degradable water-based, mixture developed from non-toxic and noncorrosive substances. This may be a soybean solution or other, satisfactory to the Resident Engineer. Mineral spirits are also acceptable for this usage.

The cleaner shall lift graffiti from the substrate surface, and emulsify and dissolve the paint constituents; pigments; oils; binders and fillers. Acceptance of the cleaning compound will be based on the manufacturer's certification that the material conforms to the requirements of this specification. No work shall begin until these materials have been delivered to and accepted by the Resident Engineer.

Construction Details. All work must conform to the OSHA standards.

Unless otherwise directed by the Resident Engineer, the following methods shall be used to remove graffiti from various surfaces. If one of these prescribed methods is used, and the graffiti still remains visible, the Contractor shall use an alternate method approved by the Resident Engineer. Painting over graffiti is the preferred option on previously painted surfaces, and where solvents were unsuccessful at removing graffiti.

Unless otherwise noted or directed by the Resident Engineer, graffiti shall be removed within five (5) working days of written notification. If a lift device will be necessary, the removal date will be extended to ten (10) working days.

Graffiti Surface	Suggested Graffiti Removal Method
Steel (smooth, non-porous) Wood (painted or unpainted)	Solvent wash with Enviro-Solutions Paint Stripper & Graffiti Remover; SOY solv; Mineral Spirits or Painting Over Graffiti or Power Washing
Brick, Stone, Concrete, Paving, Solvent blocks (porous, unpainted)	Wash with Taginator, or Power Washing, or Painting Over Graffiti or Abrasive Blasting
Painted Masonry	Painting Over Graffiti or Power Wash

Sign Panel Faces & Aluminum (unpainted mill finish or anodized finish)	Solvent Washing with Enviro-Solutions Paint Stripper & Graffiti Remover; SOY Solv; EZ Solv or Mineral Spirits.
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Painting Over Graffiti. The Contractor shall primer paint over all graffiti on the concrete surfaces within project limits and take appropriate precautions to prevent paint from falling onto traffic. The substrate surfaces shall be thoroughly cleaned before painting. All dust, dirt, oil, grease, and other substances which might prevent the adhesion of the paint to the substrate shall be removed. No sandblasting will be allowed. Paint shall be applied as soon as practicable after cleaning is completed. If in the opinion of the Resident Engineer, the substrate surface has become soiled, or otherwise contaminated, prior to the application of the paint, the surface shall be recleaned at no additional cost to the City. The paint shall be applied evenly in a neat and workmanlike manner by a roller or other suitable method, as approved by the Resident Engineer. The rolling shall be done at such a pace that no spinning of the roller or throwing off of paint occurs when the roller is lifted from the surface. The paint shall be feathered out by using light pressure at the end of the stroke to promote uniformity. The first time a surface is painted, it shall be painted from column to column, post to post, and from top to bottom for panels and from joint to joint or score mark to score mark for other concrete surfaces. After the first time, which includes previous painting for graffiti removal, the substrate surface shall be painted in small rectangular patterns in order to minimize the area painted and ensure that the graffiti will no longer be "readable" when the painting is complete. If the paint to be applied requires more stringent or additional surface preparation than stated in this specification, the Contractor shall prepare the surface in accordance with the paint manufacturer's recommendations. The graffiti must be completely hidden before the painted area will be measured for payment. The Contractor will be required to repaint areas if the graffiti remains visible after painting at no additional cost to the City. New graffiti at the same location will be measured for payment when the painting meets the requirements of this specification. The Resident Engineer may require sand be added to the paint to provide a texture to the final surface.

Power Washing Graffiti Surfaces. All graffitied surfaces shall be cleaned with a soluble, abrasive blasting media applied with a soluble media injector or a compressed air delivery system, whichever is satisfactory to the Resident Engineer. No particulate matter of any nature shall be permitted to remain on the cleaned surface. After cleaning, the surface shall be rinsed with tap water applied with a power washer. All visible media shall be removed from the surface. After rinsing, the Contractor shall repeat the cleaning process in areas where graffiti or paint is still visible. If the second cleaning process fails to remove the graffiti or paint to the Resident Engineer's satisfaction, the equipment and methods used by the Contractor will again be subject to review and approved by the Resident Engineer. Cleaned surfaces shall bear no evidence of graffiti paint layers.

Solvent Washing Graffiti Surfaces. Pre-Cleaning Materials: A wet, non-abrasive cleanser is recommended. This cleanser shall not contain strong solvents or alcohols. Pre-Cleaning Procedure: Cleanse the surface of loose dirt particles with clean water. Use a soft sponge or brush to wash the graffitied surface with detergent and water. Avoid scrubbing the surface unnecessarily. After the cleaner has been utilized, apply a steady stream of water on the cleaned surface to wash the dirt particles away. Allow to dry. Cleaning Procedure: The Contractor shall supply the instructions of the cleaning procedure, to the Resident Engineer, at least two weeks prior to starting this work. Graffiti Removal material shall be applied to surfaces as per the manufacturer's instructions. Graffiti Removal material shall not be applied to silk screen processed areas. After the solvent is applied, the surfaces shall then be wiped with a non-abrasive material. The wiped surfaces shall then be rinsed with a water wash. The cleanliness of the surfaces is subject to the approval by the Resident Engineer. After rinsing, the Contractor shall repeat the cleaning process in areas where graffiti is still visible. If the second cleaning process fails to remove the graffiti to the Resident Engineer's satisfaction, the

equipment and methods used by the Contractor will again be subject to review and approval by the Resident Engineer.

Cleaned surfaces shall bear no evidence of graffiti. The cleaning of the graffiti image shall be feathered out by using light pressure at the end of the stroke to promote uniformity on the surrounding surface.

Abrasive Blasting off Graffiti: Due to the potential of abrasive blasting to damage the substrate, this method of graffiti removal may only be performed as a last resort, at the direction of the Resident Engineer, after all other methods to remove graffiti have failed.

Graffiti should be removed using vacuum-shrouded blasting or power-tool equipment that has the appropriate attachments for the surface being cleaned to ensure that no dust or abrasive escapes during operation. This equipment should be capable of cleaning all the graffiti off the surface at a rate acceptable to the Resident Engineer while producing no detectable dust. The equipment should operate in a manner such that all dust or abrasive/dust mix generated is simultaneously drawn away from the contact surface into attached vacuum hoses leading to a vacuum that utilizes HEPA filters. The vacuum and its hoses should be sufficiently rated for the volume of debris and/or abrasive/debris generated. The equipment, its method of use, and efficiency shall be demonstrated to the Resident Engineer prior to the start of work. Power tool cleaning should remove the graffiti without causing undue damage to the surface being cleaned.

Graffiti Removal from Overhead Structures: If the use of a mechanical aerial lift is required to safely access the graffitied surface, the Contractor shall obtain the necessary equipment and use it in conjunction with the other graffiti removal items.

Method of Measurement: This work will be measured in square yards of surface area that graffiti is either removed from, or painted over, in accordance with this specification. There will be no payment for removing graffiti that is not done within the time limitations stated in this specification.

Basis of Payment. This work will be paid for at the contract unit price per square yard for GRAFFITI REMOVAL.

SP 20. Cleaning Bridge Scuppers And Downspouts

Description. This work shall consist of cleaning all bridge drainage scuppers and downspouts from the opening at the bridge deck to the point of discharge below the deck, at the locations shown on the plans and as directed by the Engineer.

Construction Requirements. This item of work shall be performed in accordance with applicable portions of Section 592 of the Standard Specifications. The method of cleaning shall not damage the existing drainage system and shall be submitted to the Engineer for approval. Any damage to the drainage system shall be repaired by the Contractor at no additional cost. The drainage system shall be cleaned to the satisfaction of the Engineer, which includes the testing and inspecting of each scupper and deck surface to ensure that it has been completely cleaned.

Basis of Payment. This work will be paid for at the contract unit price per each for CLEANING BRIDGE SCUPPERS AND DOWNSPOUTS.

SP 21. Anti-Graffiti Coating

Description. This work shall consist of the surface preparation, furnishing, and application of an anti-graffiti coating to the exposed concrete surfaces of the abutments and crashwalls and columns of the piers according to the manufacturer's recommendations. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein or as directed by the Engineer.

Materials. Anti-graffiti coating shall be a single-component, non-sacrificial siloxane coating intended to cure with atmospheric moisture and is intended for use over properly prepared concrete surfaces. Coating shall dry as a matte, semi-gloss, or satin finish. A high gloss finish is unacceptable. The application of the coating product shall be clear and not result in yellowing or color change to the surface.

The anti-graffiti coating shall be a low volatile organic content (VOC) material, with a VOC less than 250 grams/liter. It shall have a minimum 10-year unlimited warranty for graffiti removals that can be cleaned an unlimited number of times without requiring reapplication of the anti-graffiti coating.

The coating shall have the capability of having all types of paints and graffiti completely removed with power washing with cold water. After graffiti removal there shall be no damage to the anti-graffiti coating or the surface to which it is applied. Additionally, there shall be no evidence of ghosting, shadowing, staining, streaking, cracking, pin holing, discolorations, or other degradations of the protected surface upon removal of graffiti.

Acceptable products include but are not limited to:

- Pro-Industrial Anti-Graffiti Coating by Sherwin Williams
- Si-COAT 530 by CSL Silicones Inc.
- VandIGuard Non-Sacrificial Anti-Graffiti Coating by RainguardPro

Other equivalent products may be submitted to the Engineer for review.

Submittals. The anti-graffiti coating shall be a product that has been commercially available for a period of at least five (5) years. The Contractor shall submit the following items to the Engineer:

1. Written evidence that the installer for the work has completed at least five (5) projects of similar complexity within the past five (5) years.
2. Product identification including brand name and product number.
3. Batch number for manufactured date and must be within shelf life of material.
4. Complete manufacturer's recommendation for usage.
5. Available product data sheets, Material Safety Data Sheets (MSDS), information verifying compliance to VOC limitations as outlined above, test data, and reports.
6. A one liter (one quart) representative sample.
7. Provide written application instructions from the manufacturer, which shall include recommended application equipment, application methods and rates, surface preparation requirements and other applicable manufacturer's recommendations.

Approval of the coating shall be based upon the following:

1. A technical representative of the manufacturer shall be present to approve surface preparation and application of the anti-graffiti coating. The Contractor shall apply the anti-graffiti coating to a test panel/area following the manufacturer's recommendation to determine acceptable application rate and method. After the manufacturer's recommended curing period, the Engineer will apply various types of graffiti materials to the coating. After seven (7) days, in the presence of the Engineer, the Contractor shall remove the graffiti with a power washer using cold water.
2. If after graffiti removal, the test sample exhibits no signs of graffiti or graffiti staining upon inspection by the Engineer.
3. If after graffiti removal, the anti-graffiti coating is clean and undamaged upon inspection by the Engineer.
4. If after graffiti removal, the coating is intact and exhibits no signs of ghosting, shadowing, staining, streaking, cracking, pin holing, discoloring, or other coating degradations upon inspection upon inspection by the Engineer.
5. If all requirements are met, written approval will be provided by the Engineer prior to starting application.

Preparation. A technical representative of the manufacturer and the Engineer shall be present to approve surface preparation and application of the coating. Concrete shall be cleaned and prepared in accordance with product requirements and all existing graffiti completely removed prior to application of coating.

Prior to application of the anti-graffiti coating, all designated surfaces shall be free of graffiti, dirt, dust, chalking paint, mortar spatter, loose rust, loose mill scale, old caulking, grease, oil, release agents, curing compounds, laitance and other foreign matter including frost by a method as recommended

by the coating manufacturer and approved by the Engineer. All surfaces shall be thoroughly clean, dry, and free of dust that might prevent penetration of the coating.

Surface preparation for all concrete surfaces shall comply with the manufacturer's recommendations and may include the use of the manufacturer's pre-treatment products.

Application. Coatings shall not be applied in the rain, snow, fog, mist, nor shall they be applied if these conditions are expected within twelve (12) hours of application. Coatings shall neither be applied when the surface or air temperatures are less than 41° F nor greater than 100° F or are expected to exceed these temperatures within twelve (12) hours of application or as recommended by the manufacturer.

All surfaces should be clean and dry prior to application. The coating should be applied in a manner that prevents runs, sags, drips, spills, etc. and that completely covers surfaces without leaving gaps. The paint temperature should be approximately 50°F. The air temperature should be a minimum of 40°F and a maximum of 120°F. The temperature of the surface to be coated should be between 40° and 140°F and environmental and substrate temperature should be at least 5°F above the dew point prior to and during application.

When working with product in high humidity and/or high temperature environments, it is recommended to use a pail lid adapter fitted with an agitator. This will prevent the product from skinning over and curing in the pail during application. Ideally apply using brush or roller; may also be applied using an airless sprayer, but it is not recommended, as it will leave a milky appearance.

Application shall be by means of brush, roller, or sprayer in accordance with the manufacturer's recommendations. The number of coats applied shall be in accordance with the manufacturer's recommendations. Coating material shall not be diluted in any way. A consistent application method shall be used throughout the project.

Apply at a rate that will achieve a minimum of 6 mils DFT and a maximum of 9 mils DFT. Roller and brush application will require multiple coats to achieve desired DFT. A consistent application method shall be used throughout the project.

Work stoppages and restarts are not recommended along a single abutment or pier. If necessary, coordinate product protection with manufacturer to ensure proper storage and reuse.

All information contained in the data sheets and application guides shall be strictly followed. All coatings shall be applied in the presence of the Engineer.

The Contractor shall monitor the surfaces where the coating was applied and remove any graffiti that appears before the curing period.

After the manufacturer's recommended curing period for the anti-graffiti coating, the Engineer will apply various types of graffiti materials to the coating. After three days the removal agent shall be used to remove the graffiti. If after graffiti removal the anti-graffiti coating is clean and undamaged with no evidence of ghosting, shadowing, or staining then the anti-graffiti coating shall be approved and accepted.

The Contractor shall supply the Engineer with an initial quantity of the removal agent and written instructions for its use, as recommended by the manufacturer for graffiti removal. The amount shall be furnished at the rate of 1 quart per 200 square feet of treated surface area.

Method of Measurement. Anti-graffiti coating will be measured in place in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot of ANTI-GRAFFITI COATING, which price shall include all materials, equipment, and labor necessary to complete the work as specified.

SP 22. Structural Steel Removal

Description. This work shall consist of the satisfactory removal and disposal of structural steel members as shown on the plans. This work shall be performed according to Section 501 of the Standard Specifications.

Burning of existing rivets or bolts will only be allowed near steel surfaces which are to be removed and discarded. Burning of existing rivets or bolts will not be allowed for members to remain in place and members that are to be removed and reinstalled at a later date. When burning of rivets or bolts is not allowed the head of the rivet or bolt shall be sheared off and the shank driven or drilled out. Extreme care shall be taken while removing the rivets or bolts so as not to damage the existing structural steel which is to remain. Unless noted otherwise on the plans, the cost of rivet and bolt removal shall be included in this item. All damage to existing members which are to remain shall be repaired or the member replaced to the satisfaction of the Engineer. Repair or replacement of damaged members shall be at the Contractor's expense and at no additional cost to the State.

Method of Measurement. Structural steel removal will not be measured for payment. Payment will be based upon the pounds of structural steel removal shown on the plans.

Basis of Payment. This work will be paid for at the contract unit price per pound for STRUCTURAL STEEL REMOVAL.

SP 23. Drill And Grout Bars

Description. This item shall consist of furnishing all labor, tools, equipment, and materials required to drill and epoxy grout reinforcement bars into existing hardened concrete at locations shown on the plans or determined by the Engineer. Drilling and grouting reinforcement bars shall be in accordance with Section 584 of the Standard Specifications. Reinforcement bars shall be in accordance with Section 508 of the Standard Specifications and all reinforcement bars shall be epoxy coated in accordance with this section. Reinforcement bar lengths shall be as shown on the plans.

The reinforcement bars shall be furnished and paid for under item REINFORCEMENT BARS, EPOXY COATED.

Construction Requirements. *Drilled holes shall be roughened or scored per grout manufacturer's recommendations. Minimum embedment depth and diameter of holes shall be per the manufacturer's recommendations.*

Method of Measurement. Drilling and grouting of reinforcement bars shall be measured for payment in place complete per each.

Basis of Payment. Drilling and grouting of reinforcement bars shall be paid for at the contract unit price per each, including the drilling of bars and epoxy grout, for DRILL AND GROUT BARS. Payment shall include full compensation for all materials, labor, equipment and incidentals necessary to complete the work as shown on the plans or as directed by the Engineer regardless of bar size or the required embedment length.

SP 24. Railing Removal And Reinstallation

Description. This work shall consist of removal and re-installing the existing exterior and interior railings in accordance with plan details and this Special Provision.

Construction Requirements

General. The contract unit price bid per foot for Railing Removal and Reinstallation shall include all labor, materials and equipment required for removal and reinstallation of the existing exterior and interior railings where it inhibits access for repair work at the expansion joints. All work will be performed in accordance with the details on the plans, applicable portions of Section 509 of the Standard Specifications and as specified herein. All removal locations shall be approved by the Engineer prior to railing removal.

As required, the Contractor is to provide a temporary storage location for removed railing sections. The Contractor is responsible for transporting railing to and from the temporary storage location.

The duration sections of railing are removed shall be minimized and is subject to the approval of the Engineer. If locations of removed railing are to remain unsecured after working hours, the contractor shall ensure open sidewalk edges are protected. The location(s) of removed railing section(s) shall be protected as approved by the Engineer.

During the removal and reinstallation process, the Contractor shall avoid damaging the railing, including the existing anchor bolts to remain. Should damage occur, all necessary repairs, up to and including full replacement, shall be performed by the Contractor at no additional cost to the City.

Anchor bolts that are within the concrete removal limits shall be replaced with new anchor bolts per the details shown on the plans.

Method of Measurement. Railing removal and reinstallation work will be measured for payment in units of foot of railing removed, at locations approved by the Engineer.

Basis of Payment. This work shall be paid for at the contract unit price per FOOT for RAILING REMOVAL AND REINSTALLATION which price shall be payment in full for all labor, materials, and equipment required to perform work as shown on the plans and specified herein. The cost to transport railing sections to and from the temporary storage location and to provide the temporary storage location is included in the contract price. The cost of the labor, materials, and equipment required to install new anchor bolts is included in the contract price.

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999
Revised: January 1, 2015

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. **Employee Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CITY OF AURORA GENERAL SPECIFICATIONS
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

1.7 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

1.9 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

1.10 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the Illinois Department of Transportation.

1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

1.13 PERFORMANCE BOND

The term Performance Bond shall be understood to mean the bond, executed by the Contractor and his surety, guaranteeing complete execution of the contract.

1.14 PLANS

Wherever the word plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed plans or reproductions thereof pertaining to the construction involved.

1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

1.17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Bid Number 24-068

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

SECTION 2 AWARD AND EXECUTION OF CONTRACT

2.1 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.

2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

2.3 BONDS AND INSURANCE

The bidder to whom the award of contract is made will be required under this contract to furnish a Performance Bond acceptable to the Engineer in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said Contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligations hereof.

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of ten (10) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

2.6 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

2.7 WAIVER OF TRIAL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

SECTION 3 SCOPE OF THE WORK

3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

3.2 SPECIAL WORK

Should any construction conditions which are not covered by the plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

SECTION 4 CONTROL OF THE WORK

4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

4.3 DEVIATIONS FROM THE PLANS

No deviation from the general plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the plans, profiles and drawings, and provided for in the specifications.

4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the plans and specifications on the job at all time.

4.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

SECTION 5 CONTROL OF MATERIALS

5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, it is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

SECTION 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

6.2 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

6.4 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed, and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

6.6 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents, and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability

Property Damage Liability

Each Occurrence

\$3,500,000

Each Occurrence

\$500,000

Aggregate

\$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

Bid Number 24-068

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

6.8 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

6.9 LOCAL BIDDER PREFERENCE

O18-070, amended by O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

SECTION 7 PROSECUTION AND PROGRESS OF WORK

7.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

7.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City, and the Contractor shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to ensure the delivery of the work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

7.4 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

Submission of Bid Breakdown

Within 15 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7)

persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**

Local Public Agency	County	Section Number
City of Aurora	Kane	

WE, Martam Construction, Inc. as PRINCIPAL, and Travelers Casualty and Surety Company of America as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") 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 LPA 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 LPA 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 LPA 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 LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA 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 21st of August, 2024
Day Month and Year

Principal

Company Name
Martam Construction, Inc.

Signature & Date
By: [Signature]

Title
PRESIDENT



Company Name

Signature & Date
By:

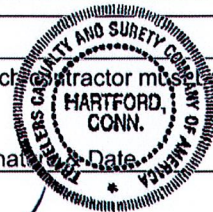
Title

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

Surety

Name of Surety
Travelers Casualty and Surety Company of America

Signature of Attorney-in-Fact Signature & Date
By: [Signature] August 21, 2024
James I. Moore



STATE OF Illinois
COUNTY OF DuPage

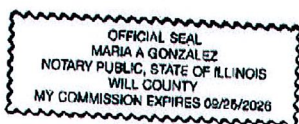
I Maria A. Gonzalez, a Notary Public in and for said county do hereby certify that
and James I. Moore

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

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

Given under my hand and notarial seal this 21st day of August, 2024
Day Month and Year

(SEAL)



Notary Public Signature & Date
[Signature]
Date commission expires September 25, 2026

Local Public Agency

County

Section Number

City of Aurora

Kane

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA 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 LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

OR

Project Description: 2024 Bridge Rehabilitation Program

Principal: Martam Construction, Inc.

Obligee: City of Aurora

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



By:

Robert L. Raney, Senior Vice President

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **August**, 2024.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PROPOSAL

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

1. Proposal of Martam Construction Inc.
for the improvement known as the **2024 Bridge Rehabilitation Program (Bid 24-068)**
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

Bid Number 24-068

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 **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. In submitting this Offer, the Bidder acknowledges:
- All bid documents have been examined: Instructions to Bidders, Specifications and the following addenda:**
- No. 1, No. 2, No. ____, No. ____ (Bidder to acknowledge addenda here).
26. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:

SCHEDULE OF PRICES – ADDENDUM 2

RFB 24-068 (2024 Bridge Rehabilitation Program)

#	Items	Unit	Quantity	Unit Price	Total
1	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	14	\$ 65.00	\$ 910.00
2	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2	\$ 1,280.00	\$ 2,560.00
3	WELDED WIRE REINFORCEMENT	SQ YD	216	\$ 32.00	\$ 6,912.00
4	PAVEMENT CONNECTOR (PCC) FOR BRIDGE APPROACH SLAB	SQ YD	216	\$ 152.00	\$ 32,832.00
5	PROTECTIVE COAT	SQ YD	4163	\$ 1.00	\$ 4,163.00
6	PAVEMENT REMOVAL	SQ YD	230	\$ 32.00	\$ 7,360.00
7	COMBINATION CURB AND GUTTER REMOVAL	FOOT	42	\$ 30.00	\$ 1,260.00
8	PREFORMED JOINT STRIP SEAL	FOOT	97	\$ 285.00	\$ 27,645.00
9	MANHOLES TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	1	\$ 950.00	\$ 950.00
10	FRAMES AND GRATES, TYPE 11	EACH	1	\$ 550.00	\$ 550.00
11	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	42	\$ 112.00	\$ 4,704.00
12	GRAFFITI REMOVAL	SQ YD	822	\$ 36.00	\$ 29,592.00
13	BOLT REPLACEMENT	EACH	3	\$ 150.00	\$ 450.00
14	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	\$ 16,000.00	\$ 16,000.00
15	CONCRETE REMOVAL	CU YD	15.6	\$ 2,800.00	\$ 43,680.00
16	SLOPE WALL REMOVAL	SQ YD	260	\$ 185.00	\$ 48,100.00
17	CONCRETE SUPERSTRUCTURE	CU YD	15.3	\$ 3,500.00	\$ 53,550.00
18	FURNISHING AND ERECTING STRUCTURAL STEEL	POUND	3630	\$ 20.00	\$ 72,600.00
19	CLEANING AND PAINTING STRUCTURAL STEEL, LOCATION 1	L SUM	1	\$ 48,000.00	\$ 48,000.00
20	REINFORCEMENT BARS, EPOXY COATED	POUND	2060	\$ 5.00	\$ 10,300.00
21	PEDESTRIAN RAILING	FOOT	22	\$ 357.00	\$ 7,854.00
22	SLOPE WALL 4 INCH	SQ YD	260	\$ 365.00	\$ 94,900.00

23	GRANULAR BACKFILL FOR STRUCTURES	CU YD	261	\$ 83.00	\$ 21,663.00
24	CLEANING BRIDGE SCUPPERS AND DOWNSPOUTS	EACH	4	\$ 1,200.00	\$ 4,800.00
25	ANTI-GRAFFITI COATING	SQ FT	7395	\$ 4.40	\$ 32,538.00
26	CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES, NO. 1	L SUM	1	\$ 12,000.00	\$ 12,000.00
27	BRIDGE CLEANING AND PAINTING WARRANTY	L SUM	1	\$ 4,000.00	\$ 4,000.00
28	STRUCTURAL STEEL REMOVAL	POUND	3630	\$ 10.00	\$ 36,300.00
29	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	761	\$ 150.00	\$ 114,150.00
30	DRILL AND GROUT BARS	EACH	60	\$ 35.00	\$ 2,100.00
31	RAILING REMOVAL AND RE- INSTALLATION	FOOT	263	\$ 80.00	\$ 21,040.00
32	SIDEWALK REMOVAL	SQ FT	334	\$ 8.00	\$ 2,672.00
33	PORTLAND CEMENT CONCRETE SIDEWALK (6 INCH)	SQ FT	334	\$ 24.00	\$ 8,016.00
34	TURF REINFORCEMENT MAT	SQ YD	16	\$ 120.00	\$ 1,920.00
35	FURNISHED EXCAVATION	CU YD	3	\$ 129.00	\$ 387.00
36	SIGN PANEL, TYPE 1	SQ FT	3	\$ 120.00	\$ 360.00
37	EPOXY CRACK INJECTION	FOOT	20	\$ 90.00	\$ 1,800.00
38	LANDSCAPE RESTORATION	L SUM	1	\$ 12,800.00	\$ 12,800.00
39	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$ 160,000.00	\$ 160,000.00
40	ITEMS TO BE ORDERED BY THE ENGINEER	ALLOWANCE	1	\$ 100,000.00	\$ 100,000.00
41	INSIDE BRIDGE RAIL REPAIR	FOOT	63	\$ 213.00	\$ 13,419.00
42	OUTSIDE BRIDGE RAIL REPAIR	FOOT	36	\$ 467.00	\$ 16,812.00
				TOTAL	\$ 1,081,649.00



(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 Martam Construction, Inc.

Signed By [Signature]

President

Business Address 1200 Coasket Dr

Elgin, IL 60120

President Robert Kutrovatz

Secretary Jerry Kutrovatz

Treasurer Tony Ceschke

Attest: [Signature]

Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the 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 Martam Construction, Inc.

ADDRESS 1700 Coasket Dr

CITY/STATE/ZIP CODE Elgin, IL 60120

NAME OF CORPORATE/COMPANY OFFICIAL Robert Kutrovatz
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 8/16/24

TELEPHONE (847 608-6800)

FAX No. (847 608-6804)

E-MAIL ADDRESS Roberto.martam@martam.com

Subscribed and Sworn to
Before me this 16 day
of August, 2024
Elizabeth Frances Aderton
Notary Public

Bid Number 24-068



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 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, 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.

Operators ISO, Electricians, Cement Masons
Chicago Land Laborers, Teamsters, Carpenters

- 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: Martam Construction By: 
Address: 1200 Basket Dr. Elgin, IL Title: President (Signature)



**Illinois Department
of Transportation**

Certificate of Eligibility

Martam Construction, Inc.
1200 Gasket Drive Elgin, IL 60120

Contractor No 3702

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

UNLIMITED

001	EARTHWORK	\$16,750,000
002	PCC PAVING	\$16,025,000
012	DRAINAGE	\$19,450,000
017	CONCRETE CONSTRUCTION	\$13,300,000
034	DEMOLITION	\$5,125,000
08A	AGGREGATE BASES & SURF. (A)	\$6,900,000
09A	HIGHWAY STRUCTURES	\$9,825,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/4/2024 TO 4/30/2025 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 6/4/2024.


Engineer of Construction

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

January 26, 2024

Martam Construction Inc.
1200 Gasket Dr.
Elgin, IL 60120

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

Dear Sir or Madam:

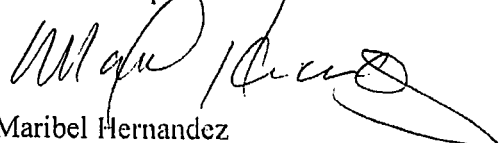
At the request of Martam Construction Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Martam Construction 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

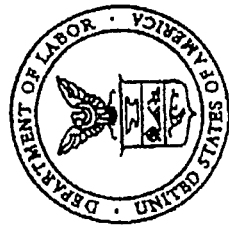
The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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

*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
Al 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 (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



William F. Solis
Secretary of Labor

John V. Hall
Administrator, Office of Apprenticeship



NORTHERN IL. OPCMIA LOCAL 11 JATC
1102 RAIL DR. WOODSTOCK, IL 60098
OFFICE: 815-527-7489
E-Mail: joe@apprenticeshiplocal11.com

Thursday January 25, 2024

Kane County Division of Transportation

Mr. Carl Schoedel, Bureau Chief

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Martam Construction Company is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program. Registration # (IL004890005) Local 11 JATC currently has 108 registered apprentices, and on average graduates 5-10 apprentices a year.

Sincerely,

Joseph L. Savoia

Joe Savoia
Apprentice Coordinator Local 11 JATC
1102 Rail Dr.
Woodstock IL, 60098
Office- 815-527-7489
Email-joe@apprenticeshiplocal11.com

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

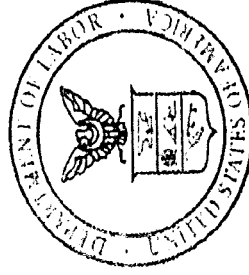
*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

IL017990001

Registration No.



John V. Kelly

Administrator, Office of Apprenticeship

25 January 2024

Martam Construction, Inc.
1200 Gasket Drive
Elgin, IL 60120

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 Martam Construction, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Below is requested program completion/graduation counts for the past (5) years:

2023: 190
2022: 139
2021: 112
2020: 97

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

Yours very truly,

Felicitia Ruiz

Felicitia Ruiz
Assistant Office Manager

Labor Trustees
James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director
Keith Vitale

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

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

Feel the Power
EXXON 42-L

Chicago
5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

*Illinois Teamsters Joint Council No. 25
Employers JATF*

Joliet, Illinois

For The Trade of: Construction Driver

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

June 22, 2005

Revised: April 8, 2016

IL8151005004

Registration No



John C. G. R.

Secretary of Labor

John V. L. L.

Administrator, Office of Apprenticeship



Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431

Office: (815) 773-0700 Fax: (815) 773-1122

Info@illinoisteamsterstraining.org

January 28, 2024

To Whom It May Concern:

This letter will certify that Martam Construction, is currently contributing and is current with its contributions, as of December 2023, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

If you have any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

Rose Wyler
Administrative Assistant

cc: file

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 16 day of August, 2024.

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

Robert Kutrovatz
(Print name of Bidder's Executing Officer)

President
(Title)

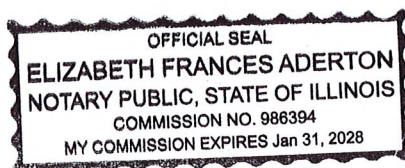
ATTEST/WITNESS:

By [Signature]
Title Secretary

Subscribed and sworn to before me this
16 day of August, 2024.

Elizabeth Frances Aderton
Notary Public

(SEAL)





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, amended with ordinance O20-029 approved April 28, 2020.

- 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. 2-410.-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:
- a. 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
 - b. 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
 - c. 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 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.org

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

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

Date: _____

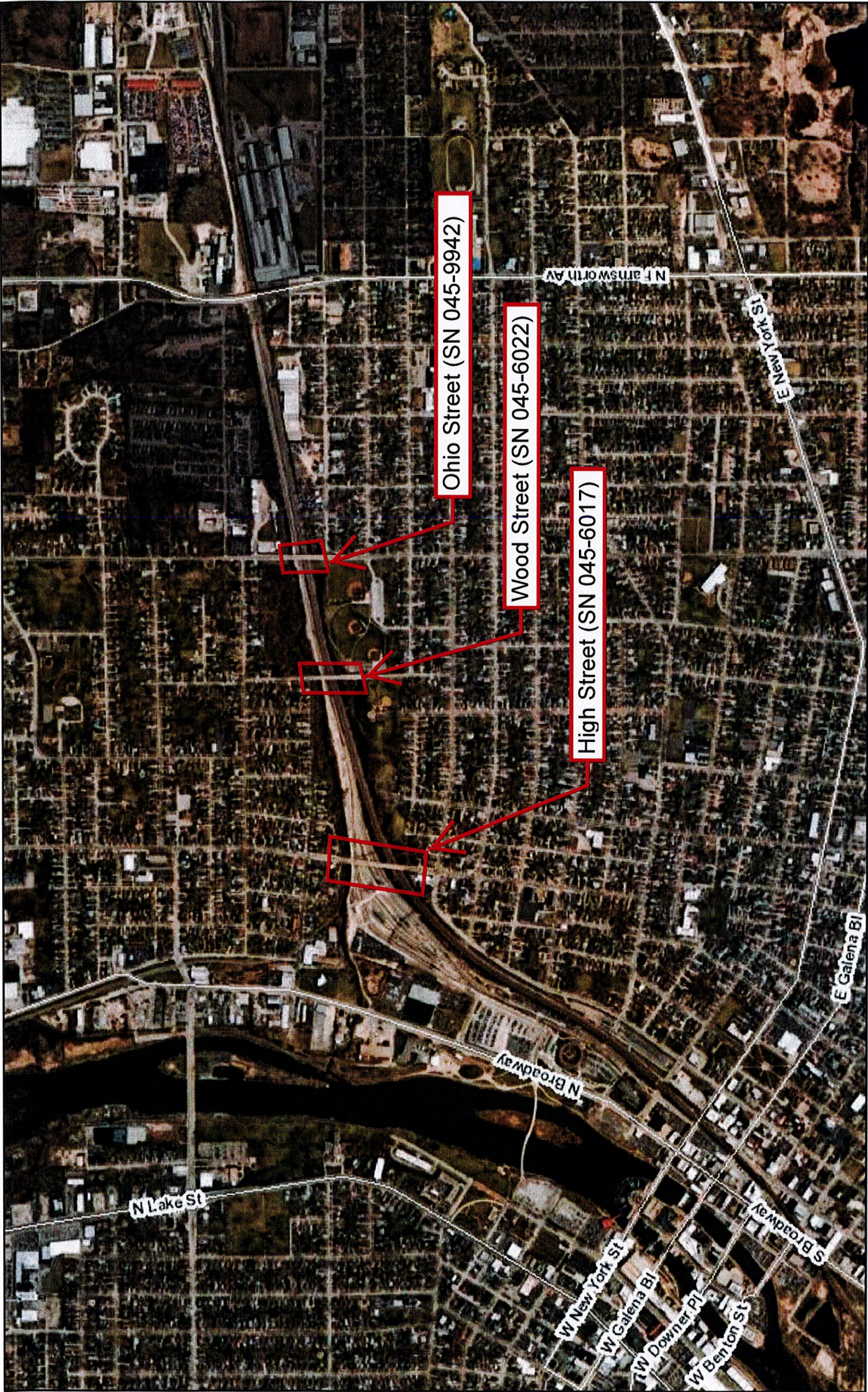
Approved: _____

Letter Sent: _____

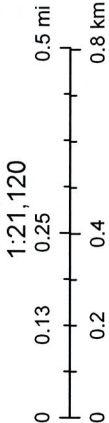
Denied: _____

Initials: _____

Overall Location Map



8/1/2024, 10:23:22 AM



Copyright nearmap 2015, County of Will, Kane County, IL/EagleView, Maxar, The City of Aurora GIS and Engineering Department.