

PROPOSAL SUBMITTED BY:

D. Construction, Inc.  
Contractor's Name

1488 S. Broadway  
Street

Coal City, IL 60416  
City State Zip Code

P.O. Box



CITY OF AURORA  
KANE COUNTY  
STATE OF ILLINOIS

**PROPOSAL AND SPECIFICATIONS FOR**  
**South Eola Road**  
**Stormwater Management and Conveyance Improvements**

**AURORA, ILLINOIS**

June 2017  
Bid 17-31

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



*[Handwritten Signature]*

6/13/17  
Exp 11/30/17



Route Various
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

WE D. Construction, Inc. 1488 S. Broadway, Coal City, IL 60416 as PRINCIPAL,
and Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116 as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 28th day of June, 2017

Principal

D. Construction, Inc.
By: Kenneth Sandeno President

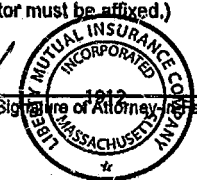
By: (Signature and Title)

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

Liberty Mutual Insurance Company
(Name of Surety)

Surety

By: R.L. McWethy
R.L. McWethy



STATE OF Illinois
COUNTY OF DuPage
I, Debra A. Couch, a Notary Public in and for said county, do hereby certify that Kenneth Sandeno and R.L. McWethy

(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 28th day of June,

My commission expires June 24, 2018

OFFICIAL SEAL
DEBRA A. COUCH
Notary Public, State of Illinois
Commission Expires 06/24/2018

ELECTRONIC BID

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, R.L. McWethy of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.  
Obligee Name: City of Aurora  
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6<sup>th</sup> day of March, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6<sup>th</sup> day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28<sup>th</sup> day of June, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

1. Proposal of *D. Construction Inc.*  
for the improvement known as the **B17-31 South Eola Road Stormwater Management and Conveyance Improvements**.
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ 5% Bid Bond.
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.

21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



**Addendum No. 1 - Schedule of Prices  
South Eola Road Stormwater  
Management and Conveyance Improvements**

Route Various  
 County Kane  
 Local Agency City of Aurora  
 Section \_\_\_\_\_

**RETURN WITH BID**

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
<b>General</b>					
1	Select Granular Trench Backfill	CY	153	32.00	4,896.00
2	Exploratory Excavation - 10'	FT	17	150.00	2,550.00
3	Tree Removal (6 to 15 Inch Diameter)	IN. DIA.	158	42.35	6,691.30
4	Tree - Red Oak, Balled and Burlapped, 3" Caliper	EA	1	605.00	605.00
5	Tree - Red Maple "Red Sunset", Balled and Burlapped, 3" Caliper	EA	1	605.00	605.00
6	Tree - London Plane Tree "Bloodgood", Balled and Burlapped, 3" Caliper	EA	1	605.00	605.00
7	Evergreen - White Pine, Balled and Burlapped, 8'-10' Tall	EA	1	605.00	605.00
8	Concrete Overflow Weir	LF	95	170.00	16,150.00
9	Stm, San, & Wat Structures to be Abandoned	EA	1	800.00	800.00
10	Unsuitable Soil Removal and Replacement	CY	100	70.00	7,000.00
<b>Storm Sewer</b>					
11	Storm Sewer - 18" RCP Class IV	FT	45	77.50	3,487.50
12	Storm Sewer - 24" RCP Class IV	FT	965	77.50	74,787.50
13	Storm Sewer - 27" RCP Class IV	FT	15	75.50	1,132.50
14	Storm Sewer - 30" RCP Class IV	FT	358	89.50	32,041.00
15	Storm Sewer - 36" RCP Class IV	FT	101	100.50	10,150.50
16	Storm Sewer - 48" RCP Class IV	FT	750	156.50	117,375.00
17	Storm Manhole - Type A, 5' Dia	EA	1	1,900.00	1,900.00
18	Storm Manhole - Type A, 6' Dia	EA	3	3,400.00	10,200.00
19	Storm Manhole - Type A, 7' Dia	EA	2	6,500.00	13,000.00
20	Storm Manhole - Type B, 7' Dia	EA	1	6,500.00	6,500.00
21	Special Storm Manhole - 6' Dia	EA	2	6,800.00	13,600.00
22	Detention Basin Outflow Control Structure Modification	EA	2	1,500.00	3,000.00
23	Catch Basin - Type B, 5' Dia	EA	5	2,100.00	10,500.00

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
24	Flared End Section - 18" RCP Class IV	EA	1	1,150.00	1,150.00
25	Flared End Section - 30" RCP Class IV	EA	2	1,500.00	3,000.00
26	Flared End Section - 36" RCP Class IV	EA	1	1,950.00	1,950.00
27	Flared End Section - 48" RCP Class IV	EA	1	3,100.00	3,100.00
28	Field Adjustments to Proposed Storm Str	EA	5	800.00	4,000.00
29	Underdrain - 10"	LF	50	32.00	2,600.00
30	Existing Internal Weir Wall Removal	EA	2	\$0.00	\$0.00
<b>Water Main</b>					
31	Water Main Lowering - 8" DIP Class 52	FT	48	150.00	7,200.00
32	Line Stop - 8"	EA	3	2,500.00	7,500.00
<b>Restoration</b>					
33	Class D Patching, 4" Binder	SY	46	45.00	2,070.00
34	Class D Patching, 2" Binder	SY	29	45.00	1,305.00
35	HMA Surface Course Removal, 1-1/2"	SY	242	6.50	1,573.00
36	HMA Surface Course, 1-1/2"	TON	23	125.00	2,875.00
37	Combination P.C.C. Curb & Gutter	FT	103	40.00	4,120.00
38	Sidewalk Removal and Replacement - 5"	SF	225	12.00	2,700.00
39	Seeding - Fox Valley Premier Mixture	SY	13,000	1.65	21,450.00
<b>Administration, Safety &amp; Erosion Control</b>					
40	Items Ordered by Engineer	Allowance	1	\$70,000.00	\$70,000.00
41	Traffic Control and Protection	LS	1	5,000.00	5,000.00
42	Tree Protection Fencing	EA	17	121.00	2,057.00
43	Root Pruning	FT	119	77.00	9,163.00
44	Silt Fence	FT	4,600	22.00	10,120.00
45	Inlet Protection	EA	6	180.00	1,080.00
46	Dewatering Bag	EA	3	750.00	2,250.00
47	Stabilized Construction Entrance	EA	3	3,000.00	9,000.00
48	Biodegradable Coir Log	FT	189	10.00	1,890.00
49	Rip Rap - RR-3	SY	22	45.00	990.00
50	Rip Rap - RR-4	SY	68	55.00	3,740.00
51	Turf Reinforcement Mat	SY	375	5.50	2,062.50
52	Concrete Washout Area	EA	3	500.00	1,500.00
53	Temporary Staging	CY	100	60.00	6,000.00
54	Non-Special Waste Disposal	CY	20	62.00	1,240.00



NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
55	Special Waste Disposal	CY	20	100.00	2,000.00
56	Disposal Tickets to Heartland Recycling	LOADS	213	\$0.00	\$0.00
<b>Bidder's Total Proposal for Making Entire Improvements =</b>					<b>\$ 528,976.00</b>



**Signatures**

(If an individual)

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 D. Construction, Inc.

Signed By [Signature]

President

Business Address 1488 S. Broadway

Coal City, FL 32016

President Heresh Jendro

Secretary Tamara L. Hansen

Treasurer Tamara L. Hansen

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 City of Aurora Ordinance No. O16-042, adopted on June 28, 2016.
- 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 will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME D. Construction, Inc.

ADDRESS 1488 S. Broadway

CITY/STATE/ZIP CODE Coal City, Ill. 60416

NAME OF CORPORATE/COMPANY OFFICIAL Benneth Sandoz

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 6-28-17

Subscribed and Sworn to

TELEPHONE (815) 634-2555

Before me this 28<sup>th</sup> day

FAX No. (815) 634-8748

of June, 2017

[Signature]  
Notary Public



## Signatory Unions

### Union Name

297 Cement Masons  
638 Cement Masons  
858 Cement Masons  
Automobile Mechanics 701  
Bricklayers 74  
Carp Bridge 916  
Carp. 10 Bridge  
Carpenters 195  
Carpenters 363  
Carpenters 496  
Carpenters 790  
Carpenters 792  
Carpenters Chicago 10  
Carpenters Chicago 13  
Carpenters Chicago 1889  
Carpenters Chicago 250  
Carpenters Chicago 434  
Carpenters Chicago 54  
Carpenters Chicago 55  
Carpenters Chicago 558  
Carpenters Chicago 58  
Carpenters Chicago 62  
Carpenters Chicago 80  
Carpenters Chicago 1307  
Carpenters Chicago 141  
Carpenters Chicago 272  
Carpenters Livingston  
Carpenters Local 174  
Carpenters Local 174 Brid  
Carpenters Local 916  
Cement Masons 161

### Union Name

Cement Masons 382  
Cement Masons 502  
Cement Masons 502B  
Cement Masons 803  
Chicago Laborers  
Chicago Laborers  
Electrician 176  
Electrician 364  
Electrician 461  
Electricians 9  
Force Acct Cem Mas 803  
Force Acct Cem Mason 803  
Iron Workers 1 Bridge  
Iron Workers 444 Bridge  
Iron Workers 444S Bridge  
Iron Workers 444W Bridge  
Iron Workers 498  
Iron Workers 498 Bridge  
Iron Workers 393 Bridge  
Ironworkers 1  
Ironworkers 393  
Ironworkers 444  
Ironworkers 444 S.  
Ironworkers 444 W.  
Lab. 149 Bridge  
Laborers 149  
Laborers 32  
Laborers 393  
Laborers 582  
Laborers 751

### Union Name

Laborers 996  
Laborers Chic. 25  
Laborers Chic. 68  
Laborers Chicago 1  
Laborers Chicago 106  
Laborers Chicago 118  
Laborers Chicago 152  
Laborers Chicago 2  
Laborers Chicago 225  
Laborers Chicago 269  
Laborers Chicago 288  
Laborers Chicago 4  
Laborers Chicago 5  
Laborers Chicago 6  
Laborers Chicago 75 Bridge  
Laborers Chicago 76  
Laborers Chicago 96  
Laborers Local 727  
Masons 158  
Non-Union  
Oper. Local 150 Dist. 5  
Operators 150  
Operators 150 Dist 4  
Operators 649  
Painters  
Pile Drivers 578  
Plumbers 130  
Teamster 722  
Teamsters 179  
TEAMSTERS 731

04/16/2013 09:42 FAX

## INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M  
AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENTJAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER(708) 482-8800 • FAX (708) 482-7186  
8200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

April 16, 2013

D Construction, Inc.  
1488 S Broadway  
Coal City, IL 60416Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No.: MI-00321

Dear Sir or Madam:

At the request of D 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, Brothers D 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

Pauline Leitzell

PL/ag

Enclosures: Certificates

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers, Local #150

Plainsfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

November 5, 2002

Date

92 008780173

Registration No.



*Scott Chad*

Secretary of Labor

*Scott Chad*

Administrative Apprenticeship Training Employer and Labor Services

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



May 5, 2002

Date

Loi. Chao

Secretary of Labor

Anthony S. ...

IL012020003

FORM 75 - BUREAU OF LABOR

# UNITED STATES DEPARTMENT OF LABOR



Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' Training & Apprenticeship Program

For the Trade of Construction Craft Laborer

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

April 12, 1999

Date

PL017-0602

Registration No.

*Robert M. Allen*

Secretary of Labor

*Anthony Savage*  
Director, Bureau of Apprenticeship and Training

100-100-100



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JUN 23 04 08:41A

# Chicago Area State Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Confederate of Registrars

Operating Engineers Local #150  
Plainfield, Illinois

For the Trade of Operating Engineers

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

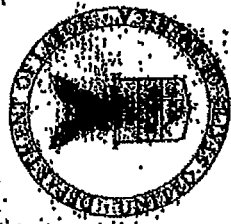


November 5, 2002  
Date

92 008780.178  
Registration No.

*Lois Chao*  
Secretary of Labor

*David S. ...*  
Assistant Secretary for Training, Employer and Labor Services



*Local 161 - Construction, Inc*

# Committee of Registration

FEDERAL CEMENT MASONS AREA JOINT APPRENTICESHIP COMMITTEE

JOLIEF, MISSOURI

for the trade classification of **CEMENT MASON**

*Issued in recognition of the above apprenticeship system, registered as part of the National Apprenticeship Program, in accordance with the standards recommended by the*

## FEDERAL COMMITTEE ON APPRENTICESHIP

National Apprenticeship and Training Standards for the Cement Masonry, Asphalt and Construction Trades

DATE: JULY 31, 1988

*E. Wilson*  
Secretary of Labor

*Joseph C. Murphy*  
Administrator, Bureau of Apprenticeship and Training

Registry No. 87 F. 15

MODEL 7-77. UNEMPLOYMENT

# United States Department of Labor



## Bureau of Apprenticeship and Training

### Certificate of Registration

IRON WORKERS LOCAL #444, J.A.T.C.  
JOLIET, ILLINOIS

THE TRADE OF IRON WORKER

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

JUNE 11, 1996  
REVISION

Date

IL008 - 0820

Registration No.

*Robert B. Cook*

Secretary of Labor

*Anthony Suvage*  
Director, Bureau of Apprenticeship and Training

Local 916 - Construction, Inc

# UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

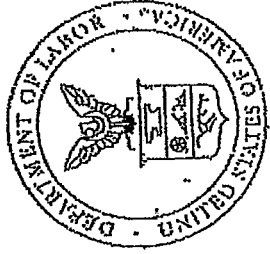
Certificate of Registration

Chgo. & N.E. I.L. Dist. Council of Carpenters App. & Trng. Progm.

Elk Grove Village, Illinois

For the Trade - Form Builder (Construction)

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



February 4, 2003

Date

IL017030001

Registration No.

*L. J. Chao*  
Secretary of Labor

*Elizabeth Sawyer*  
Administrator, Apprenticeship Training, Employer and Labor Services

# 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:

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

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

*Carpenter Local 363, Const Mason Local 638, Ironworkers Local 373*

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*Electricians Local 587, Operatives Local 150*

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STATE OF ILLINOIS )  
 ) ss.  
County of Kane )

**BIDDER'S TAX CERTIFICATION**

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 28<sup>th</sup> day of June, 2017.

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

Renneth Furdno  
(Print name of Bidder's Executing Officer)

President  
(Title)

ATTEST/WITNESS:

By [Signature]  
Title Corporate Secretary / Treasurer Tanara L. Hansen

Subscribed and sworn to before me this 28<sup>th</sup> day of June, 2017.

Lori Bruns  
Notary Public

(SEAL)



**B17-31  
South Eola Road Stormwater Management and Conveyance Improvements  
Bid Opening - June 28, 2017**

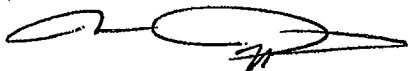
**ADDENDUM NO. 1  
Page 1 of 5**

**TO:** All Bidders  
**FROM:** Engineering Division, City of Aurora  
**DATE:** June 26, 2017

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

1. Added Special Provision SP ST.8 – Remove and Replace Concrete Overflow Weir.
2. Deleted Pay Item 30 from the Schedule of Prices, since Items 22 and 30 are redundant.

Sincerely,



Mark Phipps, P.E., CFM, CPESC  
Professional Engineer  
City of Aurora Engineering Division

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

**COMPANY NAME** D. Construction

**SIGNATURE OF COMPANY REPRESENTATIVE** Gina Lang

**South Eola Road Stormwater Management and Conveyance Improvements  
ADDENDUM NO. 1, PAGE 2 of 5**

**SP ST.8 – REMOVE AND REPLACE CONCRETE OVERFLOW WEIR**

The work shall consist of removing the existing concrete overflow weir and replacement with IDOT Class SI reinforced concrete, 5% to 7% air entrainment, and a minimum compressive strength of 3,500 psi at 14 days. The replacement weir shall be at least 8 inches thick and at least 48 inches deep. Reinforcing shall be #4 rebar at 12 inches on-center each way.

Payment shall be made at the contract unit price per LINEAL FOOT (LF) for CONCRETE OVERFLOW WEIR.