

PROPOSAL SUBMITTED BY:

H. Linden & Sons Sewer and Water, Inc.

Contractor's Name

Street

**722 E. SOUTH ST. UNIT D
PLANO, IL 60545**

P.O. Box

City

State

Zip Code



**CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS**

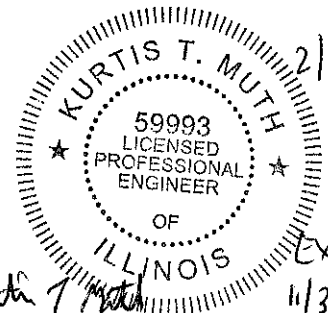
**PROPOSAL AND SPECIFICATIONS FOR
W. New York St. and Spruce St. Sewer Separation –
Highland Ave. to Blackhawk St.**

Bid 17-03R

AURORA, ILLINOIS

February 2017

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



B17-03R

**W. New York St. & Spruce St. Sewer Separation – Highland Ave. to Blackhawk St.
Bid opening – March 1, 2017**

ADDENDUM NO. 1

Page 1 of 4

TO: All Bidders

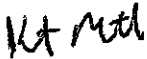
FROM: Engineering Division, City of Aurora

DATE: February 15, 2017

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

1. The proposed sanitary sewer improvements on sheet 6 have been revised and are depicted on the attached revised sheet. A revised schedule of prices is also included.

Sincerely,



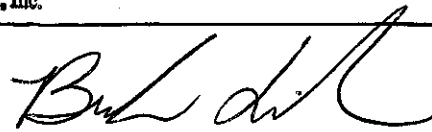
Kurt Muth, P.E.
Professional Engineer
City of Aurora Engineering Division

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

COMPANY NAME _____

H. Linden & Sons Sewer and Water, Inc.

SIGNATURE OF COMPANY REPRESENTATIVE _____



B17-03R

**W. New York St. & Spruce St. Sewer Separation – Highland Ave. to Blackhawk St.
Bid opening – February 20, 2017**

ADDENDUM NO. 2

Page 1 of 1

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: February 15, 2017

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

1. Correct bid opening date now listed at top of page.

Sincerely,

Kt Muth

Kurt Muth, P.E.
Professional Engineer
City of Aurora Engineering Division

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

H. Linden & Sons Sewer and Water, Inc.

COMPANY NAME _____

SIGNATURE OF COMPANY REPRESENTATIVE _____

B. L. H.



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route: W. New York St & Spruce St Sewer
 Municipality: Separation Highland Ave to Blackhawk St
 Rd. Dist./Twnshp: City of Aurora
 County: Kane
 Section: _____

PAPER BID BOND

WE H. Linden & Sons Sewer & Water, Inc. 722 E. South Street, Unit D, Plano, IL 60545 as PRINCIPAL,
 and North American Specialty Insurance Company 650 Elm Street, Manchester, NH 03101 as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th day of February, 2017

Principal

H. Linden & Sons Sewer & Water, Inc.

(Company Name)

By: Steven Linden
 Secretary/Treasurer

(Signature and Title)

By: _____

(Company Name)

(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.)

Surety

North American Specialty Insurance Company
 (Name of Surety)

By: Ann Marie Waters

Ann Marie Waters (Signature of Attorney-in-Fact)

STATE OF Illinois

COUNTY OF DuPage

I, Christine Eitel

, a Notary Public in and for said county,
 do hereby certify that Steven Linden and Ann Marie Waters

(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 20th day of February, 2017

My commission expires May 26, 2020

Christine Eitel

(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

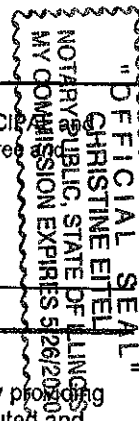
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

WILLIAM P. WEIBLE, DEBORAH A. CAMPBELL, WILLIAM CAHILL, KIMBERLY SAWICKI, ANN MARIE WATERS,
LEIGH ANN FRANCIS, KIMBERLY R. HOLMES, MELISSA NEWMAN, KAREN A. RYAN and CHRISTINE EITEL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19th day of May, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 19th day of May, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of February, 2017.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

PROPOSAL

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

H. Linden & Sons Sewer and Water, Inc.

1. Proposal of _____
for the improvement known as the *Bid 17-03R - W. New York St. and Spruce St. Sewer Separation – Highland Ave. to Blackhawk St.*
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$

16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile

liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.

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



Schedule of Prices
W. New York St and Spruce St Sewer Separation,
Highland Ave. to Blackhawk St.
Bid 17-03R - Addendum No. 1

Route	W. New York, Spruce, May, View, & Blackhawk
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
General					
1	Storm, Sanitary, Water Structures to be Abandoned	EA	8	90.00	720.00
2	Pipe Connection to be Abandoned at Combined Sewer Manhole	EA	15	100.00	1,500.00
3	Select Granular Trench Backfill	CY	3,351	1.00	3,351.00
4	Unsuitable Soil Removal and Replacement	CY	63	1.00	63.00
5	Exploration Trench, 8 Ft	LF	40	10.00	400.00
Sanitary Sewer					
6	Sanitary Sewer Removal & Replacement, 6" PVC SDR-26, ASTM 3034	LF	252	25.00	6,300.00
7	Sanitary Sewer Removal & Replacement, 8" PVC SDR-26, ASTM 3035	LF	20	98.00	1,960.00
8	Sanitary Sewer Removal & Replacement, 12" PVC SDR-26, ASTM 3034	LF	25	150.00	3,750.00
9	Sanitary Sewer Removal & Replacement, 18" PVC SDR-26, ASTM 3035	LF	10	300.00	3,000.00
10	Modify Existing Sanitary Manhole	EA	1	800.00	800.00
11	Sanitary Sewer - 6" PVC SDR 26	LF	150	25.00	3,750.00
12	Sanitary Sewer - 8" PVC SDR 26	LF	245	98.00	24,010.00
13	Pressure Testing Sanitary Sewer Joints	EA	15	600.00	9,000.00
14	Sanitary Manhole - Type A, 4' Dia.	EA	1	4,800.00	4,800.00
Storm Sewer					
15	Storm Sewer - 12" RCP CL IV	LF	627	68.00	42,636.00
16	Storm Sewer - 15" RCP CL IV	LF	588	70.00	41,160.00
17	Storm Sewer - 18" RCP CL IV	LF	1,110	82.00	91,020.00
18	Storm Sewer - 24" RCP CL IV	LF	854	91.00	77,714.00
19	Storm Sewer - 24" C-905 PVC	LF	54	110.00	5,940.00
20	Storm Inlet - Type A, 2' dia.	EA	2	1,200.00	2,400.00
21	Storm Infiltration Catch Basin, Ty B, 3' dia.	EA	27	1,800.00	48,600.00
22	Storm Manhole - Type D, 4' dia.	EA	14	2,000.00	28,000.00

400,874

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
23	Storm Sewer Removal & Replacement, 12" RCP	LF	8	100.00	800.00
24	Field Adjustments to Proposed Storm Structures	EA	4	100.00	400.00
25	Modify Existing Storm Structure	EA	2	600.00	1,200.00
Water Main					
26	Open Cut Copper Water Service, 1"	LF	252	10.00	2,520.00
27	Water Main Lowering, 6"	LF	40	75.00	3,000.00
Restoration					
28	Temporary Pavement, 2"	SY	2,392	.10	239.20
29	Class D Patching, 6" Binder	SY	2,392	58.00	138,736.00
30	HMA Surface Course, 1-1/2"	TON	268	95.00	25,460.00
31	HMA Surface Removal, 1-1/2"	SY	714	6.00	4,284.00
32	PCC Drive Approach Removal & Replacement, 6"	SY	60	54.00	3,240.00
33	HMA Drive Approach Removal & Replacement, 4"	SY	60	25.00	1,500.00
34	Combination PCC Curb and Gutter Removal and Replacement	LF	644	24.00	15,456.00
35	PCC Sidewalk Rem. and Replace, 5"	SF	1,100	7.00	7,700.00
36	Detectable Warnings	SF	200	10.00	2,000.00
37	Thermoplastic Pavement Markings, 6"	FT	1,130	4.00	4,520.00
38	Thermoplastic Pavement Markings, 12"	FT	274	5.00	1,370.00
39	Thermoplastic Pavement Markings, 24"	FT	210	8.00	1,680.00
40	Seeding - Aurora Mix	SY	545	10.00	5,450.00
Administration, Safety & Erosion Control					
41	Items Ordered by Engineer	Allowance	1	\$85,000.00	\$85,000.00
42	Traffic Control and Protection	LS	1	53,700.00	53,700.00
43	Inlet Protection	EACH	32	140.00	4,480.00
44	Dewatering Bag	EACH	2	10.00	20.00
45	Temporary Staging	CY	150	20.00	3,000.00
46	Non-Special Waste Disposal	CY	100	65.00	6,500.00
47	Special Waste Disposal	CY	25	65.00	1,625.00
48	Disposal Tickets to Heartland Recycling	LOADS	650	\$0.00	\$0.00
Addendum No. 1 - Bidder's Total Proposal for Making Entire Improvements =					774,754.20



(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 H. Linden & Sons Sewer and Water, Inc.

Signed By Brian Linden

President

Business Address 722 E. SOUTH ST. UNIT D
PLANO, IL 60343

President Brian Linden

Secretary Steve Linden

Treasurer Steve Linden

Attest: St. L.

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.

H. Linden & Sons Sewer and Water, Inc.

COMPANY NAME 722 E. SOUTH ST. UNIT D

ADDRESS PLANO, IL 60545

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL Steve Linden
PLEASE TYPE OR PRINT CLEARLY

TITLE Sec / Treas.

AUTHORIZED OFFICIAL SIGNATURE St Linden

DATE 2/20/17

TELEPHONE (630) 552-9955

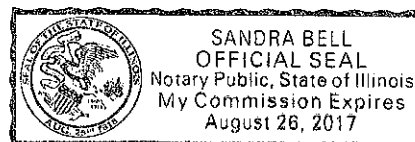
FAX No. (630) 522-0955

Subscribed and Sworn to

Before me this 20th day

of February, 2017

Sandra Bell
Notary Public



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 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.

see attached

- VI. Except for any work identified above, any bidder or subcontractor 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, and the contractor shall require this certification provision to be included in all approved subcontracts. 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: H. Linden & Sons Sewer and Water, Inc.
722 E. SOUTH ST. UNIT D
Address: PLANO, IL 60545

By: St L
(Signature)
Title: Sec / Treas

STATE OF ILLINOIS)

)
County of Kendall)

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 20th day of February, 2017.

By Brian Linden
(Signature of Bidder's Executing Officer)

Brian Linden
(Print name of Bidder's Executing Officer)

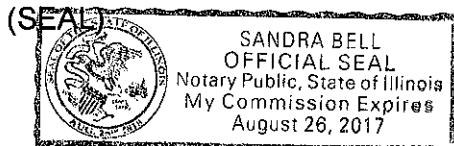
President
(Title)

ATTEST/WITNESS:

By Sandra Bell
Title Sec / Treas

Subscribed and sworn to before me this
20th day of February, 2017.

Sandra Bell
Notary Public



Chicagoland **LABORERS'**

District Council Training & Apprenticeship Fund

www.chicagolaborers.org

CDL

7 June 2016

Executive Director

Thomas Nordeen

Labor Trustees

James P. Connolly
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William Vignocchi

Ms. Sandy Bell

H. Linden & Sons Sewer & Water, Inc.
722 E. South Street, Unit D
Plano, Illinois 60545

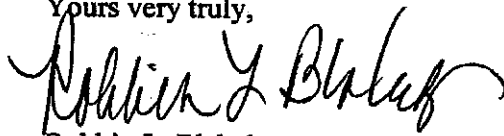
Dear Ms. Bell:

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 H. Linden & Sons Sewer & Water, Inc. is indeed signatory to the Fox Valley Welfare and Pension Fund and contributes to the Laborers Apprenticeship Fund.

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

Yours very truly,



Robbin L. Blakely
Office Manager

RLB
ENC

Carol Stream Location

1200 Old Gary Avenue
Carol Stream IL 60188
630.653.0006

LiUNA!

Feel the Power

Chicago Location

5700 West Homer Street
Chicago IL 60639
773.413.3315

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoland Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - 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 REVISED August 13, 2004

IL017990001

Registration No.



L. J. Chao

Secretary of Labor

Anthony Swager

Administrator, Apprenticeship Training, Employer and Labor Services

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M
AFFILIATED WITH THE AFL-CIO, AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

June 8, 2016

H Linden & Son S & W Inc.

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

Dear Sir or Madam:

At the request of H Linden & Son S & W 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, IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, H Linden & Son S & W 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

mh
Enclosures: Certificates



United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

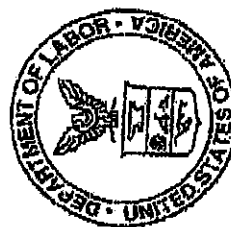
Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

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

IL012020003

Registration No.

Sh. X. Chao

Secretary of Labor

Anthony Dwyer

Administrator, 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

Operating Engineers Local #150

Plainfield, 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

22 008780173
Registration No.

L. F. Chao
Secretary of Labor

[Signature]
Administrator, Apprenticeship Training, Employer and Labor Services