PROPOSAL SU	BMITTED BY:	
Contractor Street	J. CONGDON SEWER SERVICE, IN 170-A ALEXANDRA WAY	NC
Citv	CAROL STREAM, IL 60188	Zin Code



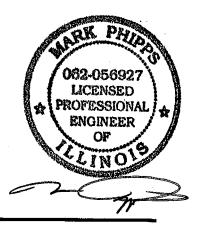
CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

Sard Avenue Water Main Replacement – South of Holden Avenue to Arnold Avenue

> AURORA, ILLINOIS April 2017

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



4/12/17 EXP 11/30/17

	PROF	POSAL	
Illinois I of Tran	Department sportation		Local Agency Proposal Bid Bond Ave Watermain Replacemen Various
		County	Kane
	RETURN WITH BIL		City of Aurora
		Section	
	PAPER BID		
WE J. Congo	lon Sewer Service, Inc.		as PRINCIPAL,
Hudson	Insurance Company		as SURETY,
are held jointly, severally and for the amount specified in the executors, administrators, suc	firmly bound unto the above Local Agency (he e proposal documents in effect on the date of in ccessors, and assigns, jointly pay to the LA this	nvitation for bids whichever is the lesses s sum under the conditions of this instru-	iment.
WHEREAS THE CONDITI acting through its awarding at	ION OF THE FOREGOING OBLIGATION IS S uthority for the construction of the work designed	ated as the above section.	
shall within fifteen (15) days a evidence of the required insur Supplemental Specifications, IN THE EVENT the LA del preceding paragraph, then the	sal is accepted and a contract awarded to the F after award enter into a formal contract, furnish rance coverage, all as provided in the "Standar then this obligation shall become void; otherwi termines the PRINCIPAL has failed to enter int e LA acting through its awarding authority shall	surely guaranteeing the faithful perform d Specifications for Road and Bridge C se it shall remain in full force and effec o a formal contract in compliance with i immediately be entitled to ecology the	nance of the work, and jurnish Construction" and applicable t. any requirements set forth in the
together with all court costs, a	all attorney fees, and any other expense of reco	overy.	
	DF, the said PRINCIPAL and the said SURETY 26th day of April, 2017	have caused this instrument to be star	ned by their
respective officers this	Prince		
J. Congdon Sewer		seal /	
	gmpany Mame)	By: JCall Start PGE Co., ILLING. Con	ipany Name)
By: Into U	X erardi	By:AGE CO., ILLING.	
VICLOS A ((Signature and Title)		
			ture and Title)
(If PRINCIPLE is a joint ve	enture of two or more contractors, the company	names, and authorized signatures of e	ture and Title)
	Storowic President enture of two or more contractors, the company Sur	names, and authorized signatures of o	ture and Title)
Hudson Insurance	e Company	r names, and authorized signatures of a rety By:	ture and Title)
Hudson Insurance	Storowic President enture of two or more contractors, the company Sur	e names, and authorized signatures of ety By:	ture and Title) each contractor must be affixed.)
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OFW	Store of two or more contractors, the company e Company ame of Surety) ILL	rety By: Kevin J. Scanlo	ture and Title) each contractor must be affixed.) of Attorney-in-Fact)
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF I Graciela Ca	Store of two or more contractors, the company e Company ame of Surety) ILL	Prames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county,	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) n, Attorney-in-fact
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF W I. Graciela Ca do hereby certify that	e Company ame of Surety) ILL asaus (insert names of insert	rnames, and authorized signatures of o ety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Widuals signing on behalf of PRINCIPAL &	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact n SURETY)
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and	e Company ame of Surety) ILL asaus (insert names of inc wn to me to be the same persons whose name this day in person and acknowledged respect purposes therein set forth.	rames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Sividuals signing on behalf of PRINCIPAL & s are subscribed to the foregoing instru- tively, that they signed and delivered s	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact SURETY) ment on behalf of PRINCIPAL and haid instruments as their free and
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and	e Company ame of Surety) ILL asaus (insert names of inc wn to me to be the same persons whose name this day in person and acknowledged respect purposes therein set forth.	rames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Sividuals signing on behalf of PRINCIPAL & s are subscribed to the foregoing instru- tively, that they signed and delivered s	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact n SURETY) ument on behalf of PRINCIPAL and aid instruments as their free and
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela_Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and	SCOMPANE President ILL asaus , a Notary (insert names of ind white to be the same persons whose name to this day in person and acknowledged respect purposes therein set forth. Inder my hand and notarial seal this 05/05/2019	rames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo iividuals signing on behalf of PRINCIPAL & s are subscribed to the foregoing instru- tively, that they signed and delivered s 26th day of April, 2 (Notary)	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact n SURETY) ument on behalf of PRINCIPAL and aid instruments as their free and OFFICIAL SEAL? CHACIELA CASAUS PNOTARY PUBLIC, STATE OF ILLINOIS
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and Given u My commission expires Electronic bid bond The Principal may submit an electronic bid bond ID the Principal and Surety a	SCOMPANY INTERPESTICE AT A Structure of two or more contractors, the company Sure sure company mane of Surety) ILL asaus (Insert names of Inc (Insert names	rnames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Source Silviduals signing on behalf of PRINCIPAL & s are subscribed to the foregoing instru- tively, that they signed and delivered s 26th day of April, 2 (Notary) IC BID BOND A if electronic bid bond is allowed instruing the identified electronic bid notified electronic bid and the bid bond as shown a	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact on SURETY) ument on behalf of PRINCIPAL and aid instruments as their free and OFFICIAL SHALF PHOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 05/05/2019 Sal Bid Bond Form. By providing d bond has been executed and above. (If PRINCIPAL is a joint
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and Given u My commission expires Electronic bid bond The Principal may submit an electronic bid bond ID the Principal and Surety a venture of two or more co contractor in the venture.)	Stor W C C Preside A C C C C C C C C C C C C C C C C C C	rnames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo ividuals signing on behalf of PRINCIPAL & s are subscribed to the foregoing instru- tively, that they signed and delivered s 26th day of April, 2 (Notary IC BID BOND A if electronic bid bond is allowed insuring the identified electronic bid iditions of the bid bond as shown a company/Bidder name title and day	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact on SURETY) ument on behalf of PRINCIPAL and aid instruments as their free and OFFICIAL SHALF PHOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 05/05/2019 Sal Bid Bond Form. By providing d bond has been executed and above. (If PRINCIPAL is a joint
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and Given u My commission expires Electronic bid bond The Principal may submit an electronic bid bond ID the Principal and Surety a venture of two or more co	Stor W C C Preside A C C C C C C C C C C C C C C C C C C	rnames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Source Silviduals signing on behalf of PRINCIPAL & s are subscribed to the foregoing instru- tively, that they signed and delivered s 26th day of April, 2 (Notary) IC BID BOND A if electronic bid bond is allowed instruing the identified electronic bid notified electronic bid and the bid bond as shown a	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact on SURETY) ument on behalf of PRINCIPAL and aid instruments as their free and OFFICIAL SHALF PHOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 05/05/2019 Sal Bid Bond Form. By providing d bond has been executed and above. (If PRINCIPAL is a joint
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and Given u My commission expires Electronic bid bond The Principal may submit an electronic bid bond ID the Principal and Surety a venture of two or more co contractor in the venture.)	Stor W C C Preside A C C C C C C C C C C C C C C C C C C	rnames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Revin J. Scanlo (Notan) (Notan) Revin Revin State (Notan) Revin Revin State (Notan) Revin Revin Revin Revination (Notan) (Notan) Revin Revin Revination (Notan) (ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact SURETY) ment on behalf of PRINCIPAL and taid instruments as their free and CHACIELA CASAUS INCTARY PUBLIC, STATE OF ILLINOIS MY Commission Expires 05/05/2019 Sal Bid Bond Form. By providing t bond has been executed and above. (If PRINCIPAL is a joint ate must be affixed for each
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and Given u My commission expires Electronic bid bond The Principal may submit an electronic bid bond ID the Principal and Surety a venture of two or more co contractor in the venture.)	Stor W C C Preside A C C C C C C C C C C C C C C C C C C	rnames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo ividuals signing on behalf of PRINCIPAL & s are subscribed to the foregoing instru- tively, that they signed and delivered s 26th day of April, 2 (Notary IC BID BOND A if electronic bid bond is allowed insuring the identified electronic bid iditions of the bid bond as shown a company/Bidder name title and day	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact on SURETY) ument on behalf of PRINCIPAL and aid instruments as their free and OFFICIAL SHALF PHOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 05/05/2019 Sal Bid Bond Form. By providing d bond has been executed and above. (If PRINCIPAL is a joint
Hudson Insurance (N STATE OF ILLINOIS, COUNTY OF IGraciela Ca do hereby certify that who are each personally know SURETY, appeared before m voluntary act for the uses and Given u My commission expires Electronic bid bond The Principal may submit an electronic bid bond ID the Principal and Surety a venture of two or more co contractor in the venture.)	Stor W C C Preside A C C C C C C C C C C C C C C C C C C	rnames, and authorized signatures of a rety By: Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Public in and for said county, and Kevin J. Scanlo Revin J. Scanlo Re	ture and Title) each contractor must be affixed.) of Attorney-in-Fact) on, Attorney-in-fact SURETY) ment on behalf of PRINCIPAL and taid instruments as their free and CHACIELA CASAUS INCTARY PUBLIC, STATE OF ILLINOIS MY Commission Expires 05/05/2019 Sal Bid Bond Form. By providing t bond has been executed and above. (If PRINCIPAL is a joint ate must be affixed for each



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

> Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as a foresaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly on this 13th day of November ____, 20 14 at New York, New York.

SEAL Goyana Staway! Attest Dina Daskalakis

Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK.

before me personally came Michael P. Gleeson to me known, who being by me duly sworn did On the <u>13th</u> day of <u>November</u>, 20 14 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Semior Vice President of IIUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and the signed his name thereto by like order.

(Notarial Seal)

#01MU6067553

M. MERPHY Notary Public, State of New No. 01 MU6067553 **Oualified in Nassau County**

Commission Expires December 10, 2017

HUDSON INSURANCE COMPANY

tichael P. Gleeson

enfor Vice President

CERTIFICATION

STATE OF NEW YORK "HIIIITA AINI COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

SS.

AMURPHY

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion; to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHUR RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.'

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said

ower of	Attorney is now in Witness the hand	i force. I of the undersig	ned and the seal	of said Corporation this	26th	day of	April	, <u>20 17/</u>
OF AL	a)			•		Λ	_	
8646ra 1918	(testeal)		. · ·		2	Al la .	D.	, hil

Form PerfA 10 8 2010 (v1)

ELAWARE

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

0

- 1. Proposal of <u>Congdon Sewer Service</u>, Inc. for the improvement known as the B17-11R Sard Avenue Water Main Replacement – South of Holden Avenue to Arnold Avenue.
- 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 <u>after June 13, 2017</u> and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- 12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
- 13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
- 14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
- 15. Accompanying this proposal is either a <u>5% Bid Bond</u> or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ _____
- 16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
- 17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the City of Aurora General Specifications.
- 18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
- 19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
- 20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
- 21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract,

copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.

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

B17-11R

Sard Avenue Water Main Replacement – South of Holden Avenue to Arnold Avenue Bid opening – April 26, 2017

ADDENDUM NO. 1 Page 1 of 5

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: April 20, 2017

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

- 1. Extended the project to Sta 3+85, as shown on the attached revised Sheet 3. The attached Schedule of Prices has been revised to reflect this change. Items in the Schedule of Prices that have been revised are shown in bold text.
- 2. The Recommended Flushing and Testing Plan has been moved to Sheet 2 and step 8 has been revised.

Sincerely,

Mark Phipps, P.E., CFM, CPESC 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 <u>mphipps@aurora-il.org</u> IMMEDIATELY UPON RECIEPT.

J. Congdon Sewer Service, Inc. **COMPANY NAME** SIGNATURE OF COMPANY REPRESENTATIVE



Addendum No. 1 - Schedule of Prices Sard Avenue Water Main Replacement Bid 17-11R

Sard Ave - South of Holden Ave to Arnold Ave Kane

CITY OF LIGHTS

Local Agency City of Aurora

Section

Route

County

RETURN WITH BID

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

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT	
Gen	General					
1	Storm, Sanitary, Water Structures to be Abandoned	EA	6	100	600	
2	Tree Root Pruning	LF	40	5	200	
3	Select Granular Trench Backfill	СҮ	1,640	,01	16.40	
4	Unsuitable Soil Removal and Replacement	СҮ	26	5	130	
5	Exploration Trench, 8-ft	FT	34	5	170	
Stor	m Sewer					
6	Storm Sewer Removal and Replacement, 8" DIP	FT	151	55	8305	
7	Storm Sewer Removal and Replacement, 6" DIP	FT	50	50	2500	
San	Sanitary Sewer					
8	Sanitary Sewer Removal and Replacement, 8" PVC SDR 26	FT	34 .	115	3910	
9	Sanitary Sewer Service Removal and Replacement, 6" C-900	FT	420	10	4200	
Water Main						
10	Zinc Coated DIP Water Main, Class 52, with V-bio Polywrap, 3"	FT	40	65	2600	
11	Zinc Coated DIP Water Main, Class 52, with V-bio Polywrap, 6"	FT	71	70	4970	
12	Zinc Coated DIP Water Main, Class 52, with V- bio Polywrap, 8"	FT	1,811	90	162990	
13	Water Main Lowering, 8"	FT	42	90	3780	
14	Line Stop, 6"	EA	4	100	400	
15	3" MJ Gate Valve in 48" Vault	EACH	1	2000	2000	
16	8" MJ Gate Valve in 48" Vault	EACH	8	3000	24000	
17	Fire Hydrant Assembly Removal	EACH	4	175	700	
18	Fire Hydrant Assembly	EACH	7	6100	42700	
19	1" Dia. Curb Stop and B-Box	EACH	39	750	29250	
20	1" Dia. Tap and Corp Stop	EACH	39	750	29250	

21	1" Dia. Copper Water Service, Open Cut	FT	1,370	5	6850
.55	Connect to Existing 3" Water Main	EACH	1	2500	2500
23	Connect to Existing 6" Water Main	EACH	. 4	3000	12000
24	Additional Fittings	POUND	370	.01	3,70
25	Restrained Joint Gasket, 6"	EACH	6	55	330
26	Restrained Joint Gasket, 8"	EACH	8	75	600
Rest	oration				
27	Temporary Pavement, 2"	SY	370	ŀ	370
28	Class D Patching, 5" Binder	SY	1,850	28,50	52725
29	HMA Surface Course, 1-1/2"	TON	155	98	15190
30	HMA Drive Approach Removal & Replacement, 4"	SY	35	30	1050
31	PCC Drive Approach Removal & Replacement, 6"	SY	25	70	1750
32	Aggregate Shoulder	TON	40	45	1800
33	PCC Sidewalk Rem. and Replace, 5"	SF	1,800	7-	12600
34	Thermoplastic Pavement Markings, 12"	FT	156	2	312
35	Thermoplastic Pavement Markings, 24"	FT	25	5	125
36	Seeding - Aurora Mix	SY	380	10	3800
Administration, Safety & Erosion Control					
37	Items Ordered by Engineer	Allowance	1	\$55,000.00	\$55,000.00
38	Traffic Control and Protection	LS	1	7500	7500
39 [°]	Inlet Protection	EACH	14	1	14
40	Dewatering Bag	EACH	1	58,90	58,90
41	Temporary Staging	СҮ	130	1	130
42	Calcium Chloride Applied	SY	3,700	.01	37
43	Non-Special Waste Disposal	CY	60	1	60
44	Special Waste Disposal	СҮ	20	4	60
45	Disposal Tickets to Heartland Recycling	LOADS	330	\$0.00	\$0.00
	Bidder's Tot	al Proposal	for Making I	mprovements =	\$ 497, 497,00

· · ·

E)		
(If an individual)		Signatures Bidder
(If a partnership)		
	Firm Name	
	Signed by	
	Business Add	iress
	Insert Names and Addresses of All Partners	
(If a corporation)		
Corp. R	Corporate Na Signed By	
ON COTP	Business Add	Carol Stream, 12, 60188
100,17 AGE CO		President Victor A. Gerardi
		secretary <u>Victor A. Gerardi</u>
Attest: Vita J. J.		Treasurer

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 "bidrigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United Sates Department of Labor.

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

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

	DON SEWER SERVICE, INC
ADDRESS	D-A ALEXANDRA WAY ROL STREAM, IL 60188
CITY/STATE/ZIP CODE	
NAME OF CORPORATE/COMPANY OFFIC	HAL VICTOR A GORANDIC PLEASE TYPE OR PRINT CLEARLY
IITLE President	
AUTHORIZED OFFICIAL SIGNATURE	Vita (X erardi
DATE 4-26-17	Subscribed and Sworn to
TELEPHONE (030 510-243	\mathcal{Y} Before me this 26^{37} day
FAX NO. (030 510-9255	of <u>April</u> , 2017
	<u>H</u>
	Notary Public
	OFFICIAL SEAL GINA FERRAZZUOLO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES February 17, 2019

Return with Bid

All contractors are required to complete the following certification:

Tor 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.

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. <u>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.</u>

J. Congdon Sever Service Inc By: Bidder: > Signatŭre) Atexandra Way Title: HE Address V / 60185

STATE OF ILLINOIS)

'day

OFFICIAL SEAL GINA FERRAZZUOLO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES February 17, 2019

Notary Public

(SEA

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.

oth $20\sqrt{7}$ 0 DATED this dav of ····, CONGON SEWER SEA (Signature of Bidder's Executing Officer) erardi Oup (Print name of Bidder's Executing Officer) AGE Co. SIC (Title) ATTEST/WITNESS: Bv Title_SE Subscribed and sworn to before me this

20