RFB – Fox Valley Inn and Motel 6 Asbestos Abatement (Bid 19-27R)

ADDENDUM NO. 1

Page 1 of 1

TO:

All Bidders

FROM:

Engineering Division, City of Aurora

DATE:

July 12, 2019

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS. THIS SIGNED FORM MUST BE RETURNED WITH THE BID.

Please incorporate the following revisions to the above referenced RFB:

- 1. The City does not have any project plan pages (floor layouts, etc.) available for either of the motels to be abated. The lone bid documents (other than those contained in the RFB) are the "Asbestos and Lead Assessment" reports.
- 2. In accordance with City of Aurora Purchasing Policy and the United States Department of Labor, all bidders and all bidders' subcontractors are required 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.

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.

Sincerely,

Ian Wade, P.E.

City of Aurora Engineering Division

- Wh

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 iwade@aurora-ii.org IMMEDIATELY UPON RECIEPT.

COMPANY NAME ANNIE RIVER SOLUTIONS

SIGNATURE OF COMPANY REPRESENTATIVE

PROPOSAL SUBMITTED BY: ANNIE RIVER SOLUT	702/5	
Contractor's Name		
800 ROOSEVELTRO	BLOGB SUITE	100
Street		P.O. Box
GLEN ELLYN	IL	60137
City	State	Zip Code



CITY OF AURORA

KANE COUNTY

STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

Asbestos Abatement at Fox Valley Inn and Motel 6

Located in AURORA, ILLINOIS

July 2019

Bid Number 19-27R

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

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

1. Proposal of ANNIE RIVER Southons, JNC for the improvement known as the Bid Number 19-27R, Asbestos Abatement at Fox Valley Inn and Motel 6. located in Aurora, IL.

- 2. The 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, 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 alter the improvement 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 which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

The undersigned further agrees to execute 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 <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 \$ <u>9770</u>
- 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

Asbestos Abatement at Fox Valley Inn and Motel 6

Base Bid:

Please provide lump sum costs for each of the following assuming each location will be awarded separately:

Structure	Location	Task	Cost
Fox Valley Inn 2450 N. Farnsworth Ave		Removal of Asbestos Containing Materials	\$ 24,900
		Final Air Quality Clearance	4 1,000
Motel 6	2380 N.	Removal of Asbestos Containing Materials	4.168,500
Wiotei 6	Farnsworth Ave	Final Air Quality Clearance	1,000

Please note that the City reserves the right to award each location to separate contractors. The costs submitted above for each location are stand alone and not contingent upon the bidder being awarded both locations.

Final Air Quality Clearance at each location will be awarded to the same contractor selected to perform the Removal of Asbestos Containing Materials at that location.

Bid Alternate:

Please provide a lump sum cost for the following:

Structure	Task	Cost
Both Motels Awarded Together	Removal of Asbestos Containing Materials	\$193,400
(One Contract)	Final Air Quality Clearance	4 2,000

(If an individual)

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-	RESI	1136		1634

(If an individual)		3igiididi 63
(II all IIIdialdra)	Signature of Bidder	
	Business Address	
(If a partnership)		
	Firm Name	
	Signed by	
	Business Address	
	·	
	Insert	
	Names and Addresses of	
	All Partners	

(If a corporation)	4	
	Corporate Name	ic Rivee Solvious, Ive
	Signed By	
	0.0	President
	Business Address <u>& & </u>	ROOSEVELT STE BIOD GLENBUYA
		Diagona (Series)
		RICHARD S. DENSEN
	Treasurer _	RICHARD S JEWEN
Attest:	Secretary	

BIDDER'S CERTIFICATION

I/We hereby certify that:

H.

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054 (file 18-0493): An Ordinance of the City of Aurora, Illinois, Ascertaining the Prevailing Wage Rate of Wages for Laborers, Mechanics, and other Workers Employed in Public Works Projects.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United Sates Department of Labor.

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

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

certification is attached.

statutes.
COMPANY NAME ANNIE RIVER SOLUTIONS, INC
ADDRESS 800 ROOSEVELT RO STK B100
CITY/STATE/ZIP CODE GUEN ELLYN IZ 60137
NAME OF CORPORATE/COMPANY OFFICIAL RICHARD S JENSEN PLEASE TYPE OR PRINT CLEARLY
TITLE PRESIDENT
AUTHORIZED OFFICIAL SIGNATURE TO SEAL TO THE DURANTE
DATE July 17, 2019 Subscribed and Sworn to
TELEPHONE (630) 927 - 9134 Before me this 17 ¹⁷ day
FAX No. (630) 790-9137 0 0 0 19

JACQUELYN MONTEE OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires August 23, 2022

Apprenticeship or Training Program Certification

Return with Bid

All contra	actors are required to complete the following certification:
☐ For	this contract proposal or for all groups in this deliver and install proposal.
, ,	the following deliver and install groups in this material proposal:
An Gov	UME RIVER SOLUTION AIR SAMPLING + TEGRING - NO RAFIX, JUC - ASBESTUS ABATEMENT + LABOR - LOCAL UNION ZZ 5 Apprendiceship letter Affected
requires to all other re bidders' s approved and Train	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, his contract to be awarded to the lowest responsive and responsible bidder. In addition to esponsibility factors, this contract or deliver and install proposal requires all bidders and all subcontractors to disclose participation in apprenticeship or training programs that are by and registered with the United States Department of Labor's Bureau of Apprenticeship ing, and applicable to the work of the above indicated proposals or groups. Therefore, all re required to complete the following certification:
l.	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.
contracto bidder is craft job o	irements of this certification and disclosure are a material part of the contract, and the r shall require this certification provision to be included in all approved subcontracts. The responsible for making a complete report and shall make certain that each type of work or category that will be utilized on the project is accounted for and listed. The City of Aurora a copy of each applicable Certificate of Registration issued by the United States
	ent of Labor evidencing such participation by the contractor and any or all of its
	ractors be included with the bid in order to qualify to bid on the project.
Bidder:	Annie River Solutions, INC By: Rue By:
Address:	BOO ROOSEVELT RO STE Bloo Title: President (Signature) GLEN ELLYN, IL 60137
	GLEN ELLYN, IL 60137



LABORERS' PENSION FUND and HEALTH and WELFARE DEPARTMENT of the CONSTRUCTION and GENERAL LABORERS' DISTRICT COUNCIL of CHICAGO and VICINITY and CHICAGO LABORERS' DISTRICT COUNCIL RETIREE HEALTH and WELFARE FUND

11465 CERMAK ROAD WESTCHESTER, ILLINOIS 60154-5768

November 1, 2018

Telephone: (708) 562-0200 Toll Free: (866) 906-0200 Field Dept. Fax: (708) 947-7295 e-mail: FieldDept@chllpwf.com www.chicagolaborersfunds.com

GORAFIX INC. ATTN: RAFAL NOWICKI 345 CROSSEN AVE ELK GROVE VILLAGE IL 60007-2001

Re: Gorafix Inc.

BOARD OF TRUSTEES

Administrator CATHERINE WENSKUS

Secretary DAVID H. LORIG

PENSION FUND

For Labor
ANTHONY CANTONE
JAMES P. CONNOLLY
PAUL P. CONNOLLY
SHAWN FITZGERALD
CHARLES V. LOVERDE, III

For Employers
ROBERT J HOPKINS, JR
CLIFTON M. HORN
KAREN ELIN JOHNSON
ROBERT G. KRUG
DAVID H. LORIG
GARY LUNOSBERG

WELFARE FUND

For Labor
JAMES P. CONNOLLY
MARTIN T. FLANAGAN
RICHARD KUCZKOWSKI
CHARLES V. LOVERDE, III
WILLIAM J. MARTIN

For Employers
JULIE CHAMBERLIN
CHARLES J. GALLAGHER
CLIFTON M. HORN
DAVID H. LORIG
DENNIS P. MARTIN
ANTHONY J. RICCARDI

RETIREE WELFARE FUND

FOR LABOR
JAMES P. CONNOLLY
MARTIN T. FLANAGAN
RICHARD KUCZKOWSKI
CHARLES V LOVERDE, III
WILLIAM J MARTIN

For Employers
JULIE CHAMBERLIN
CHARLES J. GALLAGHER
CLIFTON M. HORN
DAVID H. LORIG
DENNIS P. MARTIN
ANTHONY J. RICCARD

To Whom It May Concern:

This letter is to inform you that Gorafix Inc. is signatory to a collective bargaining agreement with the Construction and General Laborers' District Council of Chicago which incorporates and adopts the Laborers' Funds' Trust Agreements. Both the bargaining agreement and Trust Agreements provide benefits for covered employees. Gorafix Inc. has submitted reports and monies on a timely basis in accordance with the rules in effect through August 2018 to the Laborers' Welfare & Pension Funds.

Please be advised that this letter does not address any issues pending with the Construction and General Laborers' District Council of Chicago and Vicinity including, but not limited to, the submission of current dues reports, the pendency of any wage grievance or any outstanding liquidated damages or shortages owed to the Dues Fund. If you have any questions regarding the Company's reporting status with the District Council, please contact Ms. Jannette Zarris at 630-655-8289.

If you need any additional information or have questions, please feel free to contact this office.

Sincerely,
Laborers' Pension & Welfare Funds
RYAN LACEY
Ryan Lacey,
Financial Operations Director

RL:ag

EMPLOYER PARTICIPANTS -

Builders' Association, Employing Plasterers' Association, Underground Contractors' Association, Mason Contractors' Association, Concrete Contractors' Association, Wrecking Contractors, Concrete Products Employers, Lake County Illinois Employers, Illinois Road Builders Association, Bridge and Highway Structural Builders; i.e. all those who employ Laborers Engaged in the Building and Construction Industry.

STATE OF ILLINO	IS)	
)	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 174 day of _	July , 20 <u>19</u> .
Ву	(Signature of Bidder's Executing Officer)
	RICHARD SJEWSEN
	(Print name of Bidder's Executing Officer)
	(Title)
By July July Title V.P. Operations	
Subscribed and sworn to before me this 12th day of 19, 2019.	
(SEAL) JACQUELYN N OFFICIAL Notary Public, Sta My Commissio	SEAL te of Illinois

August 23, 2022

Asbestos Abatement at Fox Valley Inn and Motel 6 Bid Number 19-27R

REFERENCES

(Please Type)	
Organization	DOHLER DEMOCITION, INC
Address	125 W. BOEGER DR
City, State, Zip	ARLINGTON HEIGHTS IL 60004
Phone Number	(847) 530-7759
Contact Person	ROB SOHLER
Date of Project	JUNI 2018

Organization	ARCADIS US INC
Address	2800 W. HIGGINS RD STE 1000
City, State, Zip	HOFFMAN ESTATES IZ 60169
Phone Number	(708) 557-4499
Contact Person	MARE EGLITIS
Date of Project	SEPTEMBER 2018

Organization	E.P. DOYLE
Address	1100 WHEATON DAKS CT
City, State, Zip	WHIATON, IL 60187
Phone Number	(630) 665-0600
Contact Person	STEVE HORNICK
Date of Project	JANUARY 2018
Bidder's Name	ANNIE RIVER SOLUTIONS, INC
Signature & Date	Euly 7/17/2019



chicagolaborers.org

17 July 2019

Executive Director

Thomas Nordeen

Labor Trustees

James P. Connolly Martin Dwyer

Martin Flanagan

Joseph V. Healy Charles V. LoVerde III

William Martin

Management Trustees

Seth Gudeman Shane Higgins Joseph Koppers Robert G. Krug

David Lorig

Willian Vignocchi

Carol Stream Location

1200 Old Gary Avenue Carol Stream IL 60188 (630) 653-0006

Chicago Location 5700 West Homer Street Chicago IL 60639 (773) 413-3315 Gorafix, Inc.

345 Crossen Avenue

Elk Grove Village, IL 60007

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Gorafix, Inc. is indeed signatory to the Chicagoland Laborers District Council and contribute to the Laborers Apprenticeship Fund.

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

Yours very truly,

Felicita Ruiz

Assistant Office Manager







States Hepartment of Sec.

Office of Apprenticeship Training, Amployer and Jahor Services Aurean of Apprenticeship and Training

Chicagoland Laborers' J.A.T.C. Chicagoland Stream, Illinois Carol Stream, Illinois For the Trade - Construction Craft Laborer

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

April 12, 1999

Dale REVISED August 13, 2004

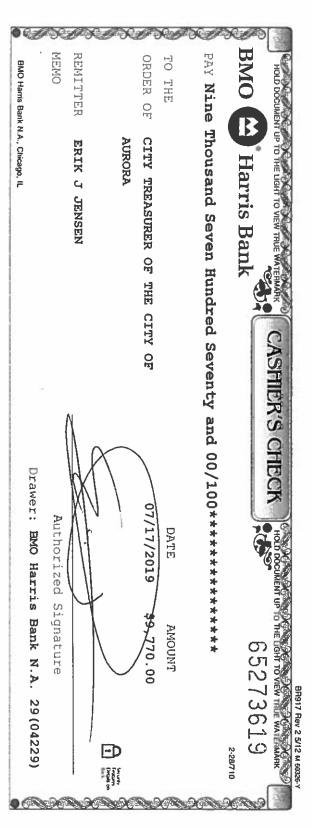
11.017990001 Registration No.



Stor. Chas

relary of Babor

Administrator, Represtitutio Prairie, Corplayer and Babar Service



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