

PROPOSAL SUBMITTED BY:

Brandt Excavating, Inc

Contractor's Name

385 E. Hoover Street

Street

P.O. Box

Morris IL 60450

City

State

Zip Code



CITY OF AURORA

KANE COUNTY

STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

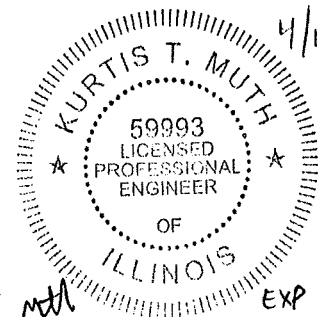
Westin Avenue Water Main Replacement

AURORA, ILLINOIS

April, 2021

Bid Number 21-24

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



PROPOSAL

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

1. Proposal of Brandt Excavating, Inc.
for the improvement known as the **Bid Number 21-24, Weston Avenue Water Main Replacement.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

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

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

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



**Schedule of Prices
Weston Avenue
Water Main Replacement
Bid 21-24**

Route	Weston Ave - S. Lincoln Ave to S. 4th St
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

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

Addendum No. 1					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Valve Box	EA	4	200.00	800.00
2	Abandon Valve Vault	EA	4	500.00	2000.00
3	Select Granular Trench Backfill	CY	250	27.00	6750.00
4	Unsuitable Soil Removal and Replacement	CY	29	90.00	2610.00
5	Exploration Trench, 8 Ft	LF	30	100.00	3000.00
6	12" DIP Storm Sewer Removal & Replacement	LF	40	160.00	6400.00
7	Modify Existing Storm Manhole, New 12" Opening	EA	2	350.00	700.00
8	Plug 12" Opening in Sanitary Manhole	EA	1	300.00	300.00
9	Restrained Joint Gasket, 8"	EA	12	100.00	1200.00
10	Zinc Coated DIP WM, CI 52, 6" w/V-bio Polywrap	LF	20	100.00	2000.00
11	Open Cut Zinc Coated DIP WM, CI 52, 8" w/V-bio Polywrap	LF	120	125.00	15,000.00
12	8" Water Main HDPE (Trenchless)	LF	1,150	120.00	138,000.00
12	Zinc Coated DIP WM, CI 52, 16" w/V-bio Polywrap	LF	10	.01	.10
13	Cut in 6" MJ Gate Valve in 48" Vault	EA	1	4850.00	4850.00
14	6" MJ Gate Valve in 48" Vault	EA	1	2700.00	2700.00
15	8" MJ Gate Valve in 48" Vault	EA	2	3500.00	7000.00
16	8" MJ Gate Valve w/Valve Box	EA	1	2000.00	2000.00
17	Cut in 16" MJ Gate Valve in 60" Vault	EA	1	12,200.00	12,200.00
17	Fire Hydrant Assembly Removal	EA	1	400.00	400.00
18	Fire Hydrant Assembly	EA	3	6000.00	18,000.00
19	1" Dia. Curb Stop & B-box	EA	1	450.00	450.00
20	1" Dia. Tap and Corp Stop	EA	1	450.00	450.00
Page 1 Total =					226,810.10



**Schedule of Prices
Weston Avenue
Water Main Replacement
Bid 21-24**

Route	Weston Ave - S. Lincoln Ave to S. 4th St
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

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

Addendum No. 1					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
21	1" Water Service, Open Cut	LF	10	20.00	200.00
22	Disconnect Existing WM	EA	2	1000.00	2000.00
23	Connect to Existing 4" WM	EA	1	5000.00	5000.00
24	Connect to Existing 6" WM	EA	3	5000.00	15,000.00
25	Connect to Existing 8" WM	EA	1	2500.00	2500.00
26	Connect to Existing 16" WM	EA	1	8500.00	8500.00
27	Water Main Lowering, 8" DIP CL 52	LF	20	150.00	3000.00
28	Temporary Pavement, 2"	SY	170	35.00	5950.00
29	Class D Patching, 5" Binder & 1.5" Surface (S. Lincoln & S. 4th St)	SY	170	90.00	15,300.00
30	Combination PCC Curb and Gutter Removal and Replacement	LF	15	40.00	600.00
31	PCC Sidewalk Rem. and Replace, 5"	SF	150	15.00	2250.00
32	Detectable Warnings	SF	20	25.00	500.00
33	HMA Drive Approach Removal & Replacement, 2", Residential	SY	25	60.00	1500.00
34	Seeding - Aurora Mix	SY	125	15.00	1875.00
35	Items Ordered by Engineer	Allowance	1	\$35,000.00	\$35,000.00
36	Traffic Control and Protection	LS	1	5000.00	5000.00
37	Inlet Protection	EA	10	125.00	1250.00
38	Non-Special Waste Disposal	TON	200	40.00	8000.00
39	Special Waste Disposal	TON	50	40.00	2000.00
Page 2 Total =					115,425.00
Page 1 Total =					226,810.10
Addendum No. 1 Bidder's Total Proposal for Making Entire Improvements =					342,235.10



(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 Brandt Excavating, Inc.

Signed By [Signature]
President

Business Address 385 E. Hoover Street

Morris IL 60450

President Chad Brandt

Secretary Lisa M. Benson

Treasurer Lisa M. Benson

Attest:

[Signature]
Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

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

- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.

☒ Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.

- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME Brandt Excavating, Inc.

ADDRESS 385 E. Hoover Street

CITY/STATE/ZIP CODE Morris IL 60450

NAME OF CORPORATE/COMPANY OFFICIAL Chad Brandt

TITLE President PLEASE TYPE OR PRINT CLEARLY

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 5/3/2021

Subscribed and Sworn to

TELEPHONE (815) 942-4488

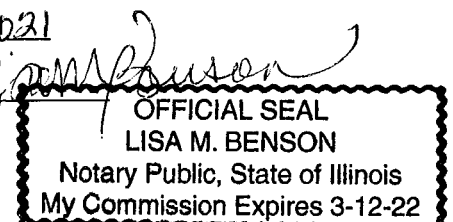
Before me this 3rd day

FAX No. (815) 942-4429

of May 2021

E-MAIL ADDRESS brandtbuilders92@gmail.com

Notary Public





Illinois Department of Transportation

Certificate of Eligibility

Brandt Excavating, Inc.
385 East Hoover Street Morris, IL 60450

Contractor No 678C

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$20,018,000.00

001	EARTHWORK	\$850,000
012	DRAINAGE	\$3,400,000
017	CONCRETE CONSTRUCTION	\$350,000
08A	AGGREGATE BASES & SURF. (A)	\$375,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/25/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 8/25/2020.

Tim Bell

Engineer of Construction



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 19, 2021

Brandt Excavating, Inc., #678C
385 East Hoover Street
Morris, IL 60450

Dear Contractor,

In response to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through June 30, 2021 will be extended through July 31, 2021. This will allow currently prequalified firms to bid on the April, June and July lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

2021 Application Submittal Notice: In addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy if possible. Electronic copies should be emailed to Tara Elston at Tara.Elston@illinois.gov.

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,

A handwritten signature in black ink that reads "Tim Kell".

Tim Kell, P.E.
Engineer of Construction

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:

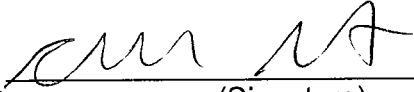
- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- 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.

Laborers Local 75
Operators Local 150

- 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: Brandt Excavating, Inc.

By: 
(Signature)

Address: 385 E. Hoover Street
Morris IL 60450

Title: Chad Brandt, President

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

December 29, 2020

Brandt Excavating, Inc.
385 E Hoover St
Morris, IL 60450

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

Dear Sir or Madam:

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

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Brandt Excavating, 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

Amanda Gunderson

Enclosures: Certificates

8/3/20 Dec. 29, 2020 11:18AM M: MOEITS

TO: +18159424429 No. 2760 4 P. 3/4

Office of Apprenticeship Training, Employer and Labor Relations Bureau of Apprenticeship and Training Department of Labor

Office of Apprenticeship Training, Employer and Labor Relations
Bureau of Apprenticeship and Training
Department of Labor

Operating Engineers Local #150
Hartford, Illinois

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



November 5, 2002
Date

90 008780173
Registration No.

John J. Chao
Secretary of Labor

John J. Chao
Administrator, Apprenticeship Training, Employer and Labor Services

8/3/2020 Dec. 29. 2020 F11:18AM DM: MOEITS

TO: +18159424429 No. 2760 5 P. 4/4

Seal of the State of Illinois

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.



Shi. Chao
Secretary of Labor

Anthony S. ...
Administrator, Apprenticeship Training, Employer and Labor Services

UNION!
Chicagoland
LABORERS'
District Council Training & Apprenticeship Fund

42-L

chicagolaborers.org

Executive Director

Thomas Nordeen

21 December 2020

Labor Trustees

James P. Connolly
Martin Dwyer
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
William Martin

Brandt Excavating Inc.
385 E. Hoover Street
Morris, IL 60450

To Whom It May Concern:

Management Trustees

Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
David Lorig
William Vignocchi

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

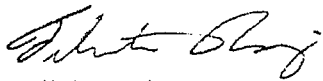
You may also use this letter as verification that Brandt Excavating Inc. is indeed signatory to the Chicagoland Laborers District Council and contribute to the Laborers Apprenticeship Fund.

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

Carol Stream Location

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

Yours very truly,



Felicita Ruiz
Assistant Office Manager

Chicago Location

5700 West Homer Street
Chicago IL 60639
(773) 413-3315



UNION!

Feel the Power



United States Department of Labor

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

Certificate of Registration

Chicagoand 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

IL 017990001

Registration No.



L. F. Chao

Secretary of Labor

Anthony Dunge

Administrator, Apprenticeship Training, Employer and Labor Services

STATE OF ILLINOIS)
) ss.
County of Kane)

BIDDER'S TAX CERTIFICATION

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

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

DATED this 3rd day of May, 2021.

By [Signature]
(Signature of Bidder's Executing Officer)
Chad Brandt
(Print name of Bidder's Executing Officer)
President
(Title)

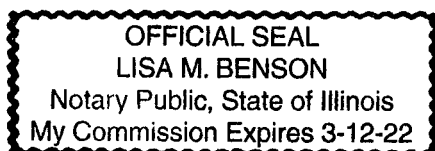
ATTEST/WITNESS:

By [Signature]
Title Chris Ahearn, V. Pres.

Subscribed and sworn to before me this
3rd day of May, 2021.

[Signature]
Notary Public

(SEAL)



Bid Number 21-24



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route Various
County Kane
Local Agency City of Aurora
Section _____

PAPER BID BOND

WE Brandt Excavating, Inc. as PRINCIPAL,
and Liberty Mutual Insurance Company 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 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 3rd day of May, 2021

Principal

Brandt Excavating, Inc.

(Company Name)

By: [Signature]
Chad Brandt (Signature and Title) President

By: _____

(Company Name)

(Signature and Title)

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

Surety

Liberty Mutual Insurance Company

(Name of Surety)

By: [Signature]

James I. Moore

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Jasmine Baez, a Notary Public in and for said county,

do hereby certify that _____

(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 3rd day of May, 2021

My commission expires 1/22/2022

[Signature]
(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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8203335-285144**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sherry Bacskai, Jasmine Baez, Grace Casaus, Kelly A. Gardner, Stephen T. Kazmer, Stasha King, Jennifer J. McComb, James I. Moore, Dawn L. Morgan, Martin Moss, Tariese M. Pisciotto, Diane M. Rubright, Dawn Sallay, Melissa Schmidt, Amy Wickett, Michael Ziegler

all of the city of Downers Grove state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2020.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of March, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of May, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bid 21-24
Weston Ave. Water Main Replacement
Bid opening: May 3, 2021

ADDENDUM NO. 1

Page 1 of 9

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: April 23, 2021

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

1. The callouts on sheets 2-4 have been updated and revised sheets are attached.
2. The north-south 12" ductile iron pipe on the west leg of the Weston Avenue and S. 4th Street intersection is proposed even though it is shown as existing on sheet 4.
3. The soils outside of the S. Lincoln and S. 4th Street right-of-way's are suspected not to be eligible for disposal at a CCDD facility. Therefore, the water main between the intersections shall be installed via directional drilling HDPE DR 11 Pipe. Ductile Iron Pipe will not be an option unless the pipe can be obtained while meeting the proposed project timeline. The bid schedule has been revised to reflect this change in approach. The following special provision shall be utilized for this section of pipe installation.

SP W.16 - DIRECTIONAL DRILLING WATER MAIN INSTALLATION

This work shall consist of the installation of water main via directional drilling methods. All pipe shall be High Density Polyethylene Plastic Pipe – HDPE (Directional Drilling Installation) or ~~Ductile Iron Pipe – DIP (Directional Drilling Installation).~~

Polyethylene Plastic Pipe shall meet the applicable requirements of ASTM F-714 "Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter" and ASTM D-1248 "Polyethylene Plastic Molding and Extrusion Materials" and shall meet the following minimum requirements:

1. All pipe shall be made of virgin material. Use of rework will not be permitted. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
2. HDPE shall comply with ANSI/AWWA C906 and ANSI/AWWA C901 specifications.
3. Pipe material shall conform to ASTM D-1248 Type IV, Class C, or in accordance with directional drilling system manufacturer's recommendation as approved by the Engineer.
4. Dimension ratios – the minimum wall thickness of the polyethylene pipe shall be DR-11.
5. All pipe sections shall be connected using molded butt fusion welded in accordance with ASTM D3261.
6. Pipe shall be black with a blue stripe shall conform to PE 4710 DIPS HDPE Pipe specifications and sizes.
7. Provide coupling to connect HDPE to Ductile Iron at each end of directional bore and at fittings. Provide JCM 230 pipe stiffeners or approved equal at all HDPE to mechanical joint connections. Pipe stiffeners are to be made of 316 stainless steel, match the inside diameter of the HDPE, and be designed for use with mechanical joint restraining devices.

Weston Avenue Water Main Replacement ADDENDUM NO. 1

8. All fittings shall be ductile iron fittings and shall be considered incidental to the line items in the bid.
9. All HDPE pipe shall be installed along with two detectable tracer wires installed in a ½" PVC or HDPE conduit attached to the top of the main. Wire shall be a #10 gauge copper wire with 45 mil. PE coating (Kris-Tech or approved equal). Terminal ends shall be brought to the surface at all structures, fire hydrants and any other locations determined by the Engineer. All splice locations shall be made with suitable electrical connection devices or electrical wire connectors as approved by the Engineer. The Contractor shall demonstrate to the Engineer a check of the completed tracer wire "continuity" to verify the wires were installed properly. If the Contractor fails to install the tracer wires properly, the Contractor will be required to fix or replace the wires until they are working properly.

Ductile Iron Pipe shall meet all requirements as specified under "Water Main Installation" and shall be boltless restrained joint or lock ring type and shall be manufactured in the United States. All ductile iron fittings shall be manufactured in the United States.

The Contractor shall provide plan of proposed directional installation, including, but not limited to location and dimensions of push-pits and receiving pits and proposed vertical and horizontal alignment. Installation of pipelines shall be in accordance with the applicable reference standards and as specified herein.

The CONTRACTOR shall take necessary precautions to insure materials are not damaged in unloading, handling, and placing on site storage area will be designated by Engineer. Damaged material shall be removed from the site and replaced with undamaged material. Pipe ends shall be closed at the completion of any work period to prevent entry of animals and foreign material. All new materials shall be selected, handled and installed in accordance with these specifications.

The CONTRACTOR shall notify the engineer not less than 48 hours in advance of the time when he plans to begin construction work at a particular location within the project area. The contractor is responsible for obtaining the location of other utilities near the area to be excavated.

Contractor shall install all pipe at designated depth and grade in accordance with the reference standards, industry practices, and in strict accordance with the equipment and material manufacturer. The Contractor will furnish all labor, equipment materials, and supplies and will perform all work necessary to provide Owner with a complete, finished product. All spoil and slurry from the directional drilling activities shall be promptly removed from the site and disposed of in a legal manner. Contractor will supply portable mud tanks or construct temporary mud pits to contain excess drill fluids during construction. It is the intent to install majority of water main through long segments of directional drilling. Contractor will be allowed to utilize small amounts of open cut installation as shown on plans and as directed by the Engineer. The proposed alignment, length, profile and grade to which the pipe shall be installed are noted on the applicable drawings. This profile indicates the grade to which the pipe will be installed. Contractor shall haul, string, weld, coat field joints and hydrostatically test the product line in one section. The Contractor shall provide adequate security and shall be responsible for the integrity of the work until after the pullback and final testing. Contractor shall provide adequate support rollers for the product line during pullback of the product string into the pre-drilled hole. The rollers and cradles shall be of a type that will prevent damage to the product line and/or coating and will be of sufficient number to prevent over stressing due to sag bends during the pullback procedure.

Prior to beginning construction, Contractor shall be required to submit a detailed drilling procedure for installation of the crossing, a drill site layout drawing and a bar chart detailing the proposed work schedule. In the event that the Contractor must abandon the drill hole before completion of the crossing, the Contractor will seal the borehole and re-drill the crossing at no extra cost to Owner. In the event that a boulder or other obstacle is encounter, the contractor shall attempt horizontal alignment

Weston Avenue Water Main Replacement ADDENDUM NO. 1

adjustment to avoid the obstacle. If necessary, the contractor shall remove the obstacle utilizing the most appropriate and economic technology available, including vertical auguring through the boulder.

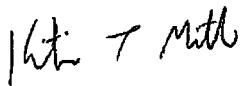
The Contractor shall limit the longitudinal pull on the product line so as not to exceed 72% of the specified minimum yield strength (SMYS) of the product. Contractor will continuously monitor the longitudinal pulling forces during product line pullback.

The CONTRACTOR shall perform acceptance tests on all new lines. Unless otherwise noted, no separate compensation will be paid for testing; the testing costs are to be included in the related pay items. If the work should fail to pass the tests, it is the CONTRACTOR'S responsibility to correct the work and re-test with no additional compensation. If, within the warranty period, any section of the water system is not acceptable due to subsequent leakage or any other defects, although originally accepted, the CONTRACTOR shall repair or replace the affected portion at no cost to the OWNER.

This work shall be paid for at the contract unit price per foot for WATER MAIN HDPE (TRENCHLESS) or WATER MAIN DIP (TRENCHLESS) of the size and type specified in the plans and specifications and shall include the cost of:

- 1) Site preparation except removal and replacement of pavement and curb and gutter.
- 2) Excavating and backfilling of drilling and receiving pits to proper grade (if necessary) and disposing off-site of all surplus excavated materials.
- 3) Protecting existing utilities, site objects, and new work, which are to remain in service after completion of new sewers and appurtenances including the costs associated with exploratory excavations.
- 4) Sheet piling, shoring, and bracing materials and their installation and removal.
- 5) Dewatering and/or By-Pass Flow Control as necessary to complete the work. Contractor shall maintain flow in all existing mains/services throughout the entire process.
- 6) Drilling materials, equipment, and labor. Pipe materials and pipe installation. Pipe, fittings, butt joints, equipment, labor and material.
- 7) Providing and installing fittings, flexible connectors for connecting to existing pipe or structures.
- 8) Cleanup and all other appurtenant and incidental work.

Sincerely,



Kurt Muth, P.E.
Engineering Coordinator
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 RECIEPT.

Weston Avenue Water Main Replacement

ADDENDUM NO. 1

COMPANY NAME Brandt Excavating, Inc

SIGNATURE OF COMPANY REPRESENTATIVE Thomas E. Brandt

Bid 21-24
Weston Ave. Water Main Replacement
Bid opening: May 3, 2021

ADDENDUM NO. 2
Page 1 of 15

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: April 29, 2021

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

1. Attached is a copy of a soil boring report completed as part of the Old Copley Hospital site redevelopment located approximately 250' south of Weston Avenue.

Sincerely,

Kurt Muth

Kurt Muth, P.E.
Engineering Coordinator
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 Brandt Excavating, Inc.
SIGNATURE OF COMPANY REPRESENTATIVE *Gregory Bunker*