

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: Brandon Tonarelli, Village Engineer  
Date: August 3, 2022  
Re: Award Bid for 16 & 18 N. Cherrytree Court Sanitary Sewer Extension

On August 2, 2022 three sealed bids were received for the 16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project. Fox Excavating Inc. (Batavia, IL) was the low bidder in the amount of \$136,025.00. A summary of the bid is below.

Fox Excavating Inc. 13305 S. River St. Batavia, IL 60510	H. Linden & Sons Sewer & Water Inc. 722 E. South St. Unit D Plano, IL 60545	Mauro Sewer Construction, Inc. 1251 Redeker Rd. Des Plaines, IL 60016
\$136,025.00	\$172,670.00	\$229,700.00

The project includes the installation of approximately 200 feet of sanitary sewer main through side yard easements previously obtained by the Village. There are two homes that were found to share a sanitary sewer service line that crosses other adjacent properties before entering the Village's right-of-way and the sanitary sewer main. There are currently no sanitary sewer mains near these properties for them to connect to in order to replace their sanitary services.

The construction cost (\$136,025) will be paid from the Sanitary Sewer Fund. The fiscal year budget currently has \$110,000 for sanitary sewer improvements. Though the project is more expensive than originally anticipated, the Sanitary Sewer Fund has a sufficient fund balance to support the expenditure.

Village staff designed the sanitary sewer project and will be performing the construction inspection and administration of this project.

Fox Excavating Inc. has successfully completed projects for other nearby government agencies. Village staff is recommending the award of the bid to Fox Excavating Inc. in the amount of \$136,025.00.

**Contract for 16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project**

**THIS AGREEMENT**, made and concluded this **15<sup>th</sup>** day of August, 2022, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Fox Excavating Inc. an Illinois Corporation (hereinafter referred to as “Contractor”) for **16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project**.

**WHEREAS**, the Village advertised for bids for the 16 & 18 N. Cherrytree Court Sanitary Sewer Extension services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

**WHEREAS**, Contractor submitted a bid for the Services in the amount of **One Hundred Thirty-Six Thousand Twenty-Five and 00/100 dollars (\$136,025.00)** in response to the request for bids advertised by the Village, a copy of which bid is attached hereto and incorporated herein.

**WHEREAS**, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on **August 15, 2022**.

**NOW THEREFORE**, in consideration of **One Hundred Thirty-Six Thousand Twenty-Five and 00/100 dollars (\$136,025.00)** to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for 16 & 18 N. Cherrytree Court Sanitary Sewer Extension, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

6. The Contractor shall supply a payment bond and surety in form acceptable to the Village before performing the Services.

7. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against claims or liabilities arising from a failure to comply.

8. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

**IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Village of North Aurora**

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By: Mark Gaffino, Village President

**Fox Excavating Inc.**

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Signature

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Printed Name, Title

S:\9 Sanitary\1618 Cherrytree Sewer Extension\Cherrytree Sanitary Sewer Contract.docx

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**16 & 18 N. CHERRYTREE COURT SANITARY SEWER EXTENSION PROJECT**

Required For Use By: Public Works Department

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

**VILLAGE OF NORTH AURORA**  
North Aurora, Illinois 60542

➤ **CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE #20**

**\*\* MUST BE EXECUTED AND NOTARIZED \*\***

➤ **ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

➤ **ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:

August 2022- November 2022

BID DEPOSIT:

**5% of Bid Amount** (See Page 4, Item 7)  
(Bank Cashier's Check or Bid Bond)

BOND REQUIRED:

Performance Bond (100% of Contract) (See page 4, Item 8)  
Payment Bond (100% of Contract) (See page 4, Item 8)

BID OPENING - DATE/TIME/LOCATION:

**Tuesday, August 2, 2022 10:00 a.m.**

VILLAGE HALL  
25 East State Street  
North Aurora, Illinois 60542

Issued by:

Public Works Department  
Village of North Aurora, Illinois  
25 East State Street  
North Aurora, Illinois 60542  
(630) 897-8228



## **Advertisement for Bids**

The Village of North Aurora will receive sealed bids for the 16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project. The bids will be received at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois 60542 until 10:00 a.m. local time on Tuesday, August 2, 2022. At this time and date, the bids will be publicly opened and read aloud. All bids must be addressed as follows:

### **SEALED BID**

Contractor Name

Contractor Address

Contractor Phone Number

Re: 16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project

Designated Date of Bid Opening

Hour Designated for Bid Opening

Village of North Aurora

Attn: Brandon Tonarelli

Village Engineer

25 East State Street

North Aurora, IL 60542

The bid packet can be downloaded, free of charge, at the Village's website <http://northaurora.org/government/rfp-rfq-bidding.aspx> or can be picked up at 25 East State Street, North Aurora, IL 60542 beginning Tuesday, July 19, 2022.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of five percent (5%) of the total bid and made payable to the Village of North Aurora, 25 East State Street, North Aurora, Illinois, 60542. The Village of North Aurora reserves the right to reject any or all bids and to waive irregularities and informalities in the bids received.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout including the (820 ILCS 130/0.01) Illinois Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12) and the (30 ILCS 570/) Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207) and an Apprenticeship Training Program certified by the USDOL.

**I. GENERAL CONDITIONS**

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

**1. DEFINITIONS**

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

Fox Excavating Inc

B. VILLAGE shall mean the Village of North Aurora, Kane County, Illinois, an Illinois Municipal Corporation.

**2. PREPARATION AND SUBMISSION OF BID PROPOSAL**

The Bidder must submit his/her proposal in duplicate on the forms furnished by the Village of North Aurora. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. **The following documents shall be executed at the time of submission of a bid:**

- **BID PROPOSAL PAGES #18-19**
- **CONTRACTOR'S CERTIFICATION BID PROPOSAL - PAGE #20**
- **CONTRACTOR BID AGREEMENT PAGE #22**
- **APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION PAGE #23**

**ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:**

**CONTRACTOR NAME, ADDRESS, PHONE NUMBER, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.**

### **3. ADDENDA**

All addenda require signature and are to be included in the sealed bid. The Village will make every effort to make all bidders aware of addenda as they are issued, however, it is the responsibility of the bidder to check the web site for addenda, sign, print, and include them in the sealed bid. Addenda will be issued as needed up to 48 hours in advance of the bid opening and will be available on the Village's website.

### **4. QUESTIONS**

All questions must be submitted in writing 72 hours in advance of the bid opening by contacting Brandon Tonarelli [bttonarelli@northaurora.org](mailto:bttonarelli@northaurora.org) via email with the subject line "16 & 18 N. Cherrytree Court Sanitary Sewer Extension Bid".

A questions and answers sheet will be issued as needed up to 48 hours in advance of the bid opening and will be available on the Village's website.

### **5. WITHDRAWAL OF BID PROPOSAL**

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of ninety (90) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

### **6. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

- Cash bid proposals meet Village Specifications and are submitted separately.
- The Village shall not consider an alternate bid which fails to meet specifications.

### **7. BID DEPOSIT**

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of North Aurora, letter of credit, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

### **8. SECURITY FOR PERFORMANCE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond and a payment bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond and payment bond within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

## **9. EQUIVALENT PRODUCTS**

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equivalence of the substitute offered.

## **10. BASIS OF AWARD**

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

## **11. ACCEPTANCE OF BID**

The Village shall make its determination with respect to bids within ninety (90) days from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

## **12. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

No contract awarded by the Village of North Aurora shall be assigned, in whole or in part, or any part of the same sub-contracted unless designated on page 20 of this document. Sub-contractors added after the opening of the bid require the written consent of the Public Works Director or his designee. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

## **13. COMPETENCY OF BIDDER**

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of North Aurora upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

## **14. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS**

The equipment supplied to the Village of North Aurora must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Contractor shall fully comply with all provisions of the (820 ILCS 130/0.01) *Illinois Prevailing Wage Act* (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12), (30 ILCS 570/)the *Illinois*

*Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207), and the (820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act* wherein the Act provides that no employee of the contractor or subcontractor working on this project may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. Additionally, the contractor is to maintain at all times and provide a copy upon request of a written program which meets or exceeds the program requirements of this Act.

The Contractor shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with the Contractor.

Any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

#### **15. MATERIAL INSPECTION AND RESPONSIBILITY**

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

#### **16. TOXIC SUBSTANCES**

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

#### **17. PRICE REDUCTIONS**

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

#### **18. TERMINATION OF CONTRACT**

A. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:

1. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide

the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

2. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
3. If it is determined that successful Bidder knowingly falsified information provided to the Village.
4. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
5. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
6. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.

- B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

## **19. EQUAL EMPLOYMENT OPPORTUNITY**

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

### **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from the

military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **SUBCONTRACTS**

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of

the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

#### **CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

#### **20. INSURANCE SPECIFICATIONS**

- A. The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- B. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<b><u>COMMERCIAL GENERAL LIABILITY</u></b>	
1. Comprehensive Form	<b>COMBINED SINGLE LIMIT PER OCCURRENCE</b>
2. Premises - Operations	<b>FOR BODILY INJURY AND PROPERTY</b>
3. Explosion & Collapse Hazard	<b>DAMAGE</b>
4. Underground Hazard	<b>\$1,000,000</b>
5. Products/Completed Operations Hazard	<b>PERSONAL INJURY PER OCCURRENCE</b>
6. Contractual Liability Coverage Included	<b>\$1,000,000</b>
7. Broad Form Property Damage - construction projects only.	<b>GENERAL AGGREGATE</b>
8. Independent contractors	<b>\$2,000,000</b>
9. Personal Injury	
<hr/>	
Business Automobile Liability	<b>COMBINED SINGLE LIMIT PER OCCURRENCE</b>
Any Auto, Owned, Non-Owned	<b>FOR BODILY INJURY AND PROPERTY DAMAGE</b>
Rented/Borrowed	<b>\$1,000,000</b>
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Worker's Compensation and Occupational Diseases	<b>STATUTORY LIMIT</b>
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Employer's Liability Insurance per Occurrence	<b>\$1,000,000</b>
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Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its trustees, officials, and employees named as additional insured on a ISO Additional Insured Endorsement form CG2010 or CG2026; Primary and non-contributory ISO Endorsement: CG2001 04 13; and the Village of North Aurora named as Cancellation Notice Recipient (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of the contractor must be covered by Workers Compensation Coverage if they are participating in the project.

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles

or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. VILLAGE shall be endorsed to the policies as a Cancellation Notice Recipient. Such notice shall be addressed as shown in the heading of the endorsement.

- C. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

## 21. INSURANCE POLICY(S) ENDORSEMENT

*SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.*

VILLAGE OF NORTH AURORA ("The Village")  
25 East State Street  
North Aurora, Illinois 60542

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

### A. POLICY INFORMATION.

1. Insurance Company Ohio Farmer Insurance Co.
2. Policy Number 5000037453
3. Policy Term: (From) 3/31/22 (To) 3/31/23
4. Endorsement Effective Date \_\_\_\_\_
5. Named Insured Fox Excavating LLC
6. Address of Named Insured 1305 S. River St.  
Batavia, IL 60510
7. Limit of Liability Any One Occurrence/  
Aggregate \$ 1,000,000 / 2,000,000
8. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**B. VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within thirteen (13) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

**C. POLICY AMENDMENTS.**

Each policy shall contain, or be endorsed to contain, the following provisions:

**1. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

**2. CONTRIBUTION NOT REQUIRED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

**3. SEVERABILITY OF INTEREST.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

**4. SUBCONTRACTORS.**

(ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

**5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

**6. CANCELLATION NOTICE.**

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. The Village shall be endorsed to the policy as a Cancellation Notice Recipient with notice addressed as shown in the heading of the endorsement.

**7. SUBROGATION.**

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

**8. ACCEPTABILITY OF INSURERS.**

(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.

**9. ASSUMPTION OF LIABILITY.**

(ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contract.

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.**

I, \_\_\_\_\_ (print/type name), warrant,  
and by my signature hereon do so certify, that the required coverage is in place.

Signature of: \_\_\_\_\_

Authorized Representative (Original signature required on endorsement furnished to the Village).

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**22. INDEMNITY HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

**23. INDEPENDENT CONTRACTOR**

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and subcontractors, and compliance with all applicable Federal, State, and local laws.

**24. COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)**

In compliance with National Pollutant Discharge Elimination System (NPDES), and ILR40 permit requirements, consultants and contractors hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their employees to prevent and reduce storm water pollution from their activities.

**25. COMPLIANCE WITH FREEDOM OF INFORMATION ACT**

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN three (3) working days after the date of the Village's direction to provide

such documents. Failure of the Contractor to provide documents within said three (3) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

**VILLAGE OF NORTH AURORA**  
**16 & 18 N. CHERRYTREE COURT SANITARY SEWER EXTENSION**  
**PROJECT SPECIFICATIONS**

**II. PROJECT SPECIFICATIONS**

**1. INTENT**

The intent of these plans, specifications and contract is to install an 8 inch PVC sanitary sewer extension approximately 200 feet in length within side yard easements. Including all other related and incidental work is also required to complete the improvements as shown on the plans and described herein.

**2. LOCATION OF UTILITIES**

If excavation is necessary, the Contractor shall contact the Village of North Aurora Public Works Department at least seventy-two (72) hours before beginning work and the J.U.L.I.E. system in conformance with all J.U.L.I.E. standards. Electric, gas and telephone utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

**3. EXAMINATION OF SITE**

The bidder shall carefully examine the site and become familiar with the conditions under which he will have to execute the work required under this contract. Failure to do so will in no way relieve the bidder of his responsibility under this contract.

**4. ADDITIONAL WORK**

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid during the course of construction. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Public Works Director or his designee, has approved the charges in writing.

**5. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the Contractor. Any damage to existing facilities or sanitary surcharges caused by the Contractor's work, shall be reported to the Village in writing and shall be repaired and/or cleaned up promptly by the Contractor when ordered to do so by the Village at no additional cost. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due. If the Contractor fails to complete the repairs or clean-up immediately, or as otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

**6. CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for constructing the improvements in accordance with the specifications. The Contractor shall have available on the job site at all times during construction a complete set of specifications with all revisions thereto. The Contractor shall employ only workmen skilled in their trade and shall furnish full time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

**7. SITE CONDITION AND CLEAN-UP**

The Contractor shall store materials and equipment in a location approved by the Village and shall move same, if and when it becomes necessary at his own expense.

The Contractor shall have control over his employees' parking of automobiles on the site. The Contractor shall

keep the site neat and shall cleanup any debris when directed to do so by the Village. Upon completion of the improvement each site shall be left in a condition acceptable to the Village. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village.

#### **8. TRESPASS ON LAND**

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

#### **9. PROTECTION OF PUBLIC**

The Contractor shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Contractor shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village a hazardous condition exists and the Contractor fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

#### **10. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Contractor against defects failure improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. All guarantees and warranties required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued. During the guarantee period, the Contractor shall repair and replace, at his own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material, which is repaired or replaced, shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

#### **11. START OF WORK AND COMPLETION**

The Contractor's representatives who are assigned to this project shall be required to attend a pre-construction meeting with Village staff prior to commencing work. The Contractor shall be required to follow the order and route for the work which is delineated during the preconstruction meeting. It is anticipated that the Contractor shall commence work within a reasonable time after the award. Weather related time delays will be reviewed by both parties and determined by the Village.

#### **12. FAILURE TO COMPLETE WORK ON TIME AND CONTRACT VIOLATIONS**

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Overrun in Contract Time  
Working Day \$250

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village.

**13. PAYMENT**

Final payment will be made when the work, written reports and hard-drive (media copy) are reviewed and accepted by the Village. The Contractor shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

**14. ACCEPTANCE**

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

**15. MATERIAL SAFETY DATA SHEETS**

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

**16. ACCESSIBILITY OF CONTRACTOR**

The Contractor shall supply cell phone numbers (primary and secondary numbers), daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty four (24) hours a day.

**17. SPECIAL PROVISIONS FOR CONSTRUCTION**

See attached Special Provisions

**18. ENGINEERING PLANS**

See Final Engineering Plans.

# 16 & 18 N. CHERRYTREE COURT SANITARY SEWER EXTENSION

## BID PROPOSAL

The Bidder proposes to complete the project for the following prices within 20 working days, with reasonable weather related delays as defined, or less:

Item No.	SPECIAL PROVISION	BID ITEMS	UNIT	QUAN.	Unit Price	Total
1	*	TREE ROOT PRUNING	EACH	5	350	1750
2	*	TREE REMOVAL	UNIT	30	100	3000
3	*	TREE REPLACEMENT, SPECIAL	EACH	3	1500	4500
4	*	SHRUB REPLACEMENT, SPECIAL	EACH	4	250	1000
5	*	CONSTRUCTION LAYOUT	L SUM	1	3000	3000
6		TOPSOIL FURNISH AND PLACE, 4 INCH	SQ YD	750	12	9000
7		SEEDING, CLASS 1	SQ YD	750	3	2250
8		EROSION CONTROL BLANKET	SQ YD	750	4	3000
9	*	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL — TYPE 1	TON	20	55	1100
10	*	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL — TYPE 2	TON	20	40	800
11	*	FOUNDATION MATERIAL	CU YD	10	100	1000
12	*	SANITARY SEWER, PVC, SDR 26, 6 INCH	FOOT	100	175	17,500
13	*	SANITARY SEWER, PVC, SDR 26, 8 INCH	FOOT	200	240	48,000
14	*	SANITARY SERVICE CLEANOUT	EACH	1	1000	1000
15	*	SANITARY SEWER MANHOLE, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID, 8' TO 12' DEPTH	EACH	1	8500	8500
16	*	SANITARY SEWER MANHOLE OVER EXISTING SEWER, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID, 10' TO 14' DEPTH	EACH	1	15500	15,500
17	*	REMOVE EXISTING SANITARY CLEANOUT	EACH	1	500	500
18	*	CUT AND PLUG SANITARY SERVICE	EACH	4	1500	6000
19	*	FENCE REMOVAL	FOOT	45	25	1125
20	*	FENCE INSTALLATION	FOOT	45	100	4500
21	*	PCC SIDEWALK REMOVAL AND REPLACEMENT, 5 INCH	SQ FT	100	30	3000
	* Special Provision					
					TOTAL PRICE =	\$136,025

Total Bid Price In Words:

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510


Anticipated Start Date (number of days from award of contract)	September 5, 2022 (21 calendar day)
Number of Working Days for project completion	20 Working Days

Name of Bidder: Fox Excavating Inc  
 Address: 1305 S. River St. Batavia, IL 60510  
 Telephone No. 630/879-2674 Email: gmartinefoxdig.com  
 Contact Name: Gary Martin  
 Title: President  
 Date: 8/1/22

I Gary Martin (print name) verify that I am authorized to provide the above pricing on

behalf of Fox Excavating Inc. (company name)

And will hold the above pricing for a period of 90 days from the date of the bid opening.

  
 Signature

8/1/22  
 Date

Fox Excavating  
 1305 S. River St.  
 Batavia, IL 60510

## Contractor's Certification

In compliance with P.A. 85-1295-Illinois Revised Statute, Chapter 31, Section 33E-11, and applicable local ordinances.

Print Name:

Contractor Fox Excavating Inc.

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

Corporation ☒ Individual ☐ Partnership ☐ Other ☐  
(if other specify type)

As part of his/her bid on the above sole-referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.

Date: 8/1/22

Contractor By: [Signature]

Title: Gary Martin, President

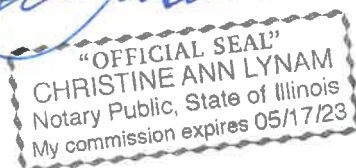
(State of Illinois) SS County of Kane

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Gary Martin appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 8/1/22

Notary Public: [Signature]



## List of Subcontractors and Suppliers

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list may result in rejection of bid. Write "none" in the boxes below if no sub-contractors or suppliers will be used.

Legal name, current telephone number and address of all subcontractors must be included.

### Sub-Contractors

### Work Assignment

Northern Contracting	Fence + Gates

### Suppliers

### Material

Palmer Logistics	Topsoil
Hanes Companies	Straw Blanket - Erosion Control

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

## Contractor Bid Agreement

To: The Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of North Aurora, Owner, and having examined the locations and being familiar with all conditions surrounding the Work, including availability of labor and material, does hereby proposed to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the contract documents and at the price stated.

Bidder certifies this bid to be for the project described herein and to be in accordance with plans, specifications and contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the contractor. Any claims for an increase of the contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: Gary Martin

Print Name: Gary Martin

Title: President

Date: 2/1/22

(State of Illinois) SS County of Kane

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Gary Martin appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 2/1/22

Notary Public: Christine Ann Lynam



## Apprenticeship or Training Program Certification

The Village has passed by Resolution on September 21, 2009, a resolution that any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

1. Each bidder is required to certify and provide information on the apprenticeship or training program(s) approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training in which the bidder participates that is relevant to the portion(s) of this project that is/are subject to the State of Illinois' Prevailing Wage Act below.

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The requirements of this certification and disclosure are a material part of the contract, and the bidder 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 Village at any time before or after award may require the production of 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.

Signed: 

Print Name: Gary Martin

Title: President

Company: Fox Excavating Inc.

Date: 8/1/22

(State of Illinois) SS County of Kane

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Gary Martin appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 8/1/22

Notary Public: 



## REFERENCES

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

The Bidder must list a minimum of two (2) references, preferable municipal, for in-kind work. The references provided must list company or municipality, contact person, address and telephone number.

Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Included: \_\_\_\_\_ Project Year: \_\_\_\_\_

*Please see Attached*

Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Included: \_\_\_\_\_ Project Year: \_\_\_\_\_

Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Included: \_\_\_\_\_ Project Year: \_\_\_\_\_

Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Included: \_\_\_\_\_ Project Year: \_\_\_\_\_

Fox Excavating, Inc  
Completed/Current Projects  
References

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

2009-2010

**Aurora Police Station- Garage /Training and Support Building -**

RC Wegman- 630-844-3000

\$225,000.00- 100% completed- May 30<sup>th</sup>, 2009

(Gold Leed Project) Excavation of proposed parking garage and training building.

Undercut building pad and built up with recycled stone products.

**Parkway Commons – Parkway Apartments Underground/ Pool -**

Village Green Construction – 630-774-4617

\$168,055.00 - 100% completed - August 31st, 2009

Excavation and underground sewer, water and storm improvements for proposed pool house/ rec. center

**Goodwill Corporate - Goodwill Industries –**

Ott Development – Perspective Design –262-896-0890

\$301,676.00 - 100% completed – September 30<sup>th</sup>, 2009

Site development, for proposed Goodwill store. Excavation and underground sewer, water and storm improvements.

**Des Plaines Bible Church – Des Plaines Bible Church Addition –**

Schramm Construction – 630-584-1200

Carlson Architecture Ltd - \$96,678.00 - 100% completed-October 1<sup>st</sup>, 2009

Excavation and underground sewer, water and storm improvements for Church Addition

**Oswego well #11 – Underground Utilities for Water tower Oswego, IL –**

Maxim Construction – SEC Group – 847-740-5400

\$97,500.00 - 100% completed – March 30<sup>th</sup>, 2009

Excavate new underground sewer, water and storm for proposed water tower.

2010-2011

**Field Tile Improvements- Campton Fields- Wasco Sanitary District-**

WBK Engineering, Inc.- 630-443-7755

\$301,000.00 – 100% completed- April 20th 2010

Drain tile Improvements with Low Pressure Track Equipment- Underground ADS drain tile for Campton Hill Field. 30+ Acer site tillage and seeding

**Mt Prospect Fire Station/Public Works/Emergency Control Building – Mt Prospect, IL**

Leopardo Companies- 847-783-3000

\$331,970.00 – 100% completed – June 1<sup>st</sup>, 2010

Site utilities improvements for sanitary, water and storm improvement at emergency control building and public works building. New site utilities for sanitary, water and storm at Fire Station (Platinum Leed Project) Recycled Products

**First Street Parking Deck- Village of Elmhurst, Elmhurst, IL-**

FBG Corporation- 630-941-4700

\$246,570.00- 100% Completed- November 2010

Excavation and Site Utilities for Parking Deck.

**Fermi-Lab MI-8 Building**

R.C. Wegman- 630-844-3000

171,500.00- 100% Complete- January 2011

Sitework, Parking Lot Addition, Excavation and Backfill, New Storm, and Water Services.

**Bartlett Pond Drainage Improvements**

Christopher B. Burke Engineering, Ltd. (847) 823-0500

342,000.00- 100% Complete- April 2011

Sitework, Excavate Pond Underground Storm Improvements

**Northern Illinois Food Bank**

Ryan Companies, Inc.

725,000.00- 100% Complete August 2011

Sitework, Excavation & Underground Sewer, Sanitary and Water Service

**Northern Illinois University- Various Hall Water Improvements**

McCauley Mechanical

149,000.00- 100% Complete December 2011

Supply and Install Water Connections Various Halls over Campus

**2011-2012**

**Hanover Park Police Station**

Leopardo Companies-847-783-3000

499,000.00- 100% Complete January 2012

Sitework, Excavate Building, Parking Lot Improvements- Addition

**Aldi Headquarters- Freezer Addition**

AM King- General Contractors

445,000.00 – 100% Complete January 2012

Underground Storm Improvements, Water Fire Services – Freezer Addition

**Fox Metro Water Reclamation Dist.- P-3 Lab**

R.C. Wegman- 630-844-3000

99,500.00- 100% Complete February 2012

Underground Sanitary, Storm, and Water Services.

**2012-2013**

**Batavia Streetscape Reconstruction Project**

Leopardo Companies

200,000-

100% Complete- October 2013

Demolition, Site work, Excavating for proposed roadway/ brick paver pavement

**Clayton Street Reconstruction Project**

Thomas Engineering Group

567,617.00- 100% Complete December 2012

Demolition, Site work, Excavating, Underground Storm, Sanitary, Water main and Services.

**NEC Bilter Rd & Farnsworth Avenue Outlot**

Dolan & Murphy, Inc.- 630-801-8800

280,000.00- 100% Complete February 2013

Wetland Storm Improvements- Sitework- build site for development

**RiverEdge Blue Island Music Garden**

R.C. Wegman- 630-844-3000

1,350,000.00- 100% Complete- June 2013

Sitework, Parking Lot, Excavation and Backfill, Underground Storm, Sanitary, & Water Services.

**2013**

**Cherry Park Substation**

Michel's Corporation

\$49,995.00

Transformer Pad Excavation and Substation Building (Grading and Stone Placement)

100% Complete 6/1/13

**Wolf Residence**

Mueller Construction

\$250,000.00- 100% Complete- 7/18/13

Site work, Excavation, Sanitary, Water and Storm Improvements for home site

**Lamplight Equestrian Arena Re-design 2013**

Lamplight Equestrian Center

\$941,853.17- 100% Complete

Demolition, Site work, Excavating, Retaining Wall, Underground Storm and Drain tile Improvements

100% Complete 6/1/13

**Gardner School- Oakbrook Terrace**

InSite Real Estate

\$23,000.00

Underground Storm Improvements

100% Complete 7/1/13

**Le Meridien Hotel**

Eagle Concrete, Inc.

\$49,995.00

Excavate for foundation piers and sound walls

100% Complete 10/15/13

**Oakbrook Terrace Retail- Outlots 1, 2, and 3**

DCS Midwest

\$868,595.00

Building Demolition, Site work, Retaining Wall(s) Landscaping, Underground Storm, Sanitary and Water Improvements

100% Complete 11/26/13

**Le Meridien Hotel**

Althoff Industries, Inc.

\$8,500.00

Excavate for underground storm and sanitary pipes

100% Complete 12/1/13

**2014**

**Blackwell Forest Preserve Pump House**

Dupage Country Forest Preserve

3S580 Naperville Rd.

Wheaton, IL 60189

Demolition of Existing Pump House and Storm Drainage

\$125,000.00 Completed 4/15/14

**Parkview Elementary School**

4200 Lake Street

Morton Grove, IL

Nicholas & Associates, Inc.

Improvements to Underground Storm and Water for Proposed Addition

\$165,000.00 Completed 8/15/14

**Northern Illinois University**

218 Normal Drive

DeKalb, IL

Chiller Line Improvements to Davis Hall

McCauley Mechanical, Inc.

\$87,850.00 Completed 7/18/14

**Noah Event Center**

103 Shuman Blvd.

Naperville, IL

Site work, Excavation, Underground Storm Trap, Sanitary and Water Improvements

\$365,000.00 Completed 11/28/14

**Embassy Suites**

1823 Aribert Court

Naperville, IL

Sanitary Improvements and Site work Development

Humphreys & Associates, Inc

\$104,000.00 Completed 12/31/14

**Aldi Headquarters**

1200 N. Kirk Road

Batavia, IL

Underground Storm and Water Improvements at Parking Lot

\$125,000.00 Complete 12/31/14

**2015****Arlington Heights Transitional Care Facility**

ARCO Construction Company

\$810,000.00

Select Pavement Demolition, Site work, Excavation and Underground Storm, Sanitary and Water Improvements.

100% Complete

Completion Date: 4/1/15

**DCS Midwest, Inc.**

Specialties Café & Bakery

17W626 Butterfield Rd.

Oakbrook Terrace, IL

Parking Lot, Build Pad, Underground Storm, Sanitary and Water Improvements

\$243,000.00

100% Complete

Completion Date: 10/20/15

**Oakbrook Terrace Police Station/ City Hall**

17W275 Butterfield Rd.

Oakbrook Terrace, IL

Harbour Contractors, Inc

23830 West Main St.

Plainfield, IL 60544

815-254-5500

Underground Storm, Water and Sanitary Improvements

\$280,000.00

100% Complete

Completion Date: 11/11/15

**Village Green Drainage Improvements**

1 Friendship Plaza

Addison, IL 60101

Village of Addison

Underground Storm Improvements

\$169,000.00

100% Complete

Completion Date: 10/25/15

**Illinois State Toll Highway Authority**

Maintenance Building M-11 and Maintenance Building M-12

CONTRACT RR-15-4229

\$1,860,000.00

100% Complete

Completion Date: 11/25/15

**2016**

**Producers Chemical**

Excavation and Underground for Tank Pad

MTI Construction Service

328 Eisenhower Lane North

Lombard, IL 60148

847-742-7200

100% Complete

Completion Date: 4/20/16

**Illinois State Toll Highway Authority**

Elgin O'Hare Western Access Building Demolition

CONTRACT I-14-4632

\$2,238,000.00

100% Complete

Completion Date: 6/15/16

**2016**

**Orchard Road Drainage System Modification**

Kane County Division of Transportation

\$169,210.00

100% Complete

8/10/16

**St. Charles Residential Demolition**

Village of St. Charles

3-Homesites Demolitions Various Locations

\$72,000.00

100% Complete

10/1/16

**Iron Gate Motor Condos Phase 2A**

Retail Center and Commercial Outlot

Sequoia General Contracting, Inc.

1585 Beverly Court, Unit 109

Aurora, IL 60502

630-499-1000

Site work, Excavation and Underground Improvements

\$213,000.00

100% Complete 11/15/16

**Illinois State Toll Highway Authority**

IL Tollway Building Demo

CONTRACT I-15-4652

\$866,429.00

100% Complete 12/31/16

**2017**

**RUSH Copley Hospital Garage Addition**

Underground Sanitary, Water and Storm Improvements

\$169,000.00

RC Wegman Construction Co.

750 Morton Ave.

Aurora, IL

6/1/17

**Butterfield Point Retail Center**

Select Demolition, Site work and Excavation

17W615 Butterfield Rd.

Oakbrook Terrace, IL 60181

\$169,000.00  
Kline Construction, Ltd.  
100% Complete 11/15/17

**Illinois State Toll Highway Authority**  
IL Tollway  
IL TOLLWAY RR-17-4286  
\$395,000.00  
90% 12/15/17

**Illinois State Toll Highway Authority**  
IL Tollway  
IL TOLLWAY RR-17-4287  
\$652,000.00  
90% 12/15/17

**Marquardt Performing Arts Addition**  
1860 Glen Ellyn Rd.  
Glendale Heights, IL 60139  
\$518,000.00  
IHC Construction Company  
100% 11/30/17

**2018**

**Arlington Heights Police Station**  
Riley Construction Company  
\$1,105,450.00  
Site Work, Excavation and Underground  
100% Complete  
Completion Date 12/1/18

**Funway Go-Kart and Mini Golf Addition**  
Windmill Entertainment, Inc.  
Sitework, Excavation and Underground  
\$420,000.00  
100% Complete  
11/15/18

**Kane County Building Department**  
Homesite Demolition  
1108 Sixth Ave.  
Aurora, IL 60504  
\$12,000.00

**2019**

**Iron Gate Motor Condos**

Iron Gate Motor Condos, Inc.

\$1,376,000.00

Site work, Excavation and Underground Storm, Sanitary and Water Improvements.

100% Complete

Completion Date: 12/31/19

**Tollway Building Demo I-18-4369**

Building Demolitions

Various locations along I-294 (Willow Springs, Hodgkins, and Countryside)

\$1,003,000.00

**Tollway Building Demo I-18-4423**

Building Demolitions

Various locations along I-294 (Schiller Park, Hinsdale, Indian Head Park)

\$985,000.00

**Rolling Meadows Fire Station #15**

R.C. Wegman Construction Company

Site Utilities, Sanitary, Storm and Water

100% Completed

\$410,000

6/1/2019

**Reladyne, Chicago Heights, IL**

Blue Water Builders, Inc.

Select Demolition, Excavation and Site Utilities

\$304,500

100% Completed

4/20/2019

**Retail Center Improvement**

920 N. Meacham Rd.

Mt. Prospect, IL

\$125,000

Directional Bore Watermain Under Rt. 83

100% Complete

12/31/2019

**INLAD Truck and Van**

Permeable Paver Parking Lot

980 N. Lombard Rd.

Lombard, IL

\$129,350

100% Complete 4/20/20

2020

**Tollway Building Demo I-19-4453**

Building Demolitions

Various Locations along I-294 (Hinsdale and Elmhurst)

**\$1,103,271**

100% Completed

**Maine SD 63, Early Learning Center**

IHC Construction

East Maine Early Learning Center

10000 Dee Road

Des Plaines, IL

**1,950,915.00**

Sitework, Site Utilities, Sanitary, Storm and Water

100% Completed

**Queen Bee School District 16**

Riley Construction

(4) Various Schools- Sitework

Americana Elementary School

Glen Hill School

Glenside Middle School

Pheasant Ridge Primary School

Glendale Heights, IL

**\$844,000**

100% Completed

**Gripple, Inc.**

1611 Emily Lane

Aurora, IL

Sitework and Underground

**\$177,200.00**

90% Completed

2021

**SD57- Lions Park Elementary School**

300 E. Council Trail

Mt. Prospect, IL

Nicholas & Associates, Inc.

Sitework & Underground

\$265,000.00

**Oswego Park District- Boulder Pointe**

0 Boulder Hill Pass

Oswego, IL

Leopardo Companies, Inc.

Sitework & Underground

\$205,000.00

**Fox Valley Park District**

Fox Valley Ice Arena Floor Demo

1900 Kirk Road

Geneva, IL

American Arena, Inc.

\$128,140.00

Arena Floor Demo

**Veridian Weir**

2250 Progress Parkway

Schaumburg, IL

UP Construction, Inc.

Sitework

\$80,000.00

**Iron Gate Motor Condo Phase 2A & 2B**

2112 Ferry Rd.

Naperville, IL

Sitework, Underground Sanitary, Water and Storm

\$599,000.00

**Village of Hanover Park**

2021 Storm Improvements

Various Locations

\$86,785.00

**DuPage County Forest Preserve**

St. James Farm Drainage Improvements

Various Locations

\$86,120.00

2021 Cont.

**City of Aurora Property Standards**

Building Demolition

914 Claim St.

Aurora, IL

\$9,000.00

**Lampheres Furniture Warehouse**

Lean-to Building Demolition

200 E. Galena Blvd.

Aurora, IL

\$14,995.00

**Little Church By The Wayside**

Guild Building Demolition

32W128 W. Army Train Rd.

Wayne, IL 60184

\$34,950.00

**2022 Projects Currently Under Contract- NOT COMPLETED**

**City of Elgin**

2021 Water Main Improvements

Various Locations

1100 L.F. New Water Main

\$527,400.00

**Culver's Wheaton**

908 E. Roosevelt Rd.

Wheaton, IL 60187

McCon Building Corp.

Building Demo, Sitework, Site Utilities

\$619,500.00

**Client References**

Iron Gate Motor Condos- Tom Burgess- 630-258-9279

DCS Midwest- Mark DiGanci- 847-885-5866

Leopardo Companies- Jeff Montanari- 331-210-1534

Village of Oakbrook Terrace- Craig Ward- Director of Public Works (630) 941-1651

**Bank References**

US Bank

21 North Third Street

Geneva, IL 60134

(630) 232-7475

**Trade References**

Lafarge NA, Inc.- 847-514-0912

Welch Brothers, Inc.- 847-741-6134

Mid American Water- 630-851-4500

# OHIO FARMERS INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Fox Excavating Inc.  
1305 S. River Street, Batavia, IL 60510-9648

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio 44251

a corporation duly organized under the laws of the State of Ohio  
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of North Aurora  
25 E. State Street, North Aurora, IL 60542

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of the attached bid  
Dollars (\$ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sanitary Sewer Extension at 16 & 18 N. Cherrytree Court

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of August, 2022.

Fox Excavating, Inc.

(Principal) (Seal)

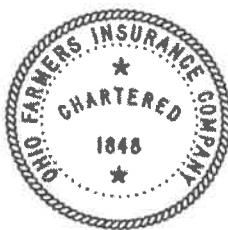
By: [Signature]

(Title)

Ohio Farmers Insurance Company

(Surety) (Seal)

[Signature]  
Cathie M. Demitropoulos (Title)



Printed in cooperation with the American Institute of Architects (AIA) by the Ohio Farmers Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1212962 02

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY**

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of August A.D., 2022



Frank A. Carrino, Secretary



# Illinois Department of Transportation

## Certificate of Eligibility

Fox Excavating, Inc.  
1305 South River Street BATAVIA, IL 60510

Contractor No 566C

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

\$1,500,000.00

001	EARTHWORK	\$1,500,000
012	DRAINAGE	\$1,500,000
034	DEMOLITION	\$950,000

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/9/2022 TO 2/28/2023 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 3/9/2022.

  
Engineer of Construction