

Memorandum



To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Assistant Public Works Director & Village Engineer
Kevin Drendel, Village Attorney
Date: December 8, 2023
Re: Award Contract and Settlement Agreement for Tanner / Remington Outfall
Conveyance Project

The project includes the installation of approximately 4,000 feet of 36" reinforced concrete pipe (RCP) storm sewer, 3,000 feet of 24" RCP storm sewer, and manholes. This storm sewer is being installed to replace the existing storm sewer that is the outlet for the Tanner Trails and Remington Landing detention basins.

In 2019, a segment of the existing sewer collapsed, and an emergency repair was needed to be performed as it caused the detention basins to rise to elevated levels and reduced the capacity of the system. Additionally, it caused flooding to the farm fields downstream of the storm sewer. The remainder of the storm sewer was evaluated and found to be in poor condition and at risk for failing in other locations.

In August 2020, WBK Engineering presented options at the Committee of the Whole, for replacing part of or all the storm sewer. Full replacement was the preferred option. In June 2021, an agreement with WBK Engineering for design engineering was approved by the Village Board for the full replacement of the storm sewer. At this point in time, the estimated project cost was approximately \$1.1 million.

During the design phase, soil borings were completed, and it was found that there are poor soils and a high ground water table. Additional stone below the proposed pipe is required to properly support it and there is the potential for significant dewatering of the trench during construction. Due to these additional costs and inflation from the last estimate, the engineers' estimate had increased to approximately \$2.33 million.

On October 2, 2023, six sealed bids were received for the Tanner / Remington Outfall Conveyance Project. A summary of the bid is below.

COMPANY	AS CALCULATED BID AMOUNT
Performance Construction & Engineering, LLC	\$2,387,878.00
Berger Contractors, Inc.	\$3,945,000.74
Martam Construction	\$3,960,704.20
Swallow Construction	\$4,072,582.50
Trine Construction Corp.	\$4,417,770.00
Bluff City Materials	\$5,051,226.94

Performance Construction & Engineering, LLC was the low bidder for the project in the amount of \$2,387,878.00. The construction cost will be paid from the Capital Projects Fund. The fiscal year budget currently has \$1,400,000 for this project.

Shortly after the bid opening, a representative of Performance Construction & Engineering, LLC had called Village staff indicating that they were concerned that they may have made a mistake on their bid. They later followed up indicating that an incorrect unit price for one of the items was entered into the bid proposal form.

The Village Board has a legal right to award the contract to the lowest bidder, but the lowest bidder has asserted that they made a mistake in the unit price for dewatering by well point, and that mistake made a very substantial difference in the low bid amount. The Village has a right to accept the low bid and to have the low bidder perform the work at the bid price. The lower bidder also submitted a bid bond to guarantee the work to be done at the price.

The mistake the low bidder claims is unilateral and is not evident on the face of the bid. The low bidder claims that they cannot and will not perform the work for the bid price because of the mistake. The Village could assert a claim on the bid bond, but the amount of the bid bond is grossly insufficient to cover the loss the Village would incur if it accepted the second lowest bid. The bonding company also might assert the defense of “mistake” by the bidder and refuse to pay out, requiring the Village to litigate to obtain payment.

The Village could take the low bidder to court to seek an order of specific performance to require the low bidder to do the work for the amount of the bid or to seek damages if the Village must pay significantly more to complete the project with the second lowest bidder, but litigation is not a sure thing. The low bidder would likely assert unilateral mistake as a defense. While the low bidder is not assured of success with that defense, the Village also is not assured of success in enforcing the contract against that defense.

In this context, Village staff recommends going ahead and awarding the contract to the low bidder. The staff has also negotiated a resolution of this dispute with the low bidder and has reached a compromise out of court so that the work can get done. The compromise substantially increases the cost to complete the work over the low bid amount, but the cost is even more substantially less than the next lowest bidder’s amount. The compromised amount is substantially more than the engineering estimate to do the work, but the current economic realities suggest that rebidding the project will likely result in the same or even greater cost than the second lowest bidder amount.

Given all these realities, Village Staff believes that they have worked out the best possible solution and submit a settlement agreement to the Board for approval the avoids litigation, uncertainty, and delays the project from getting done.

The Settlement Agreement amends the unit price for Dewatering by Well Point to \$10,000.00 each. The original proposal had a quantity of 70, however the amended agreement reduces the quantity to 50 and payment to the contractor is also capped at 50. The required completion date for the project is also being changed to May 31, 2024, due to the project being awarded and starting later than originally planned. With the change of the unit price and quantity, the amended award amount for the project is \$2,880,878.00.

Staff recommends award of the contract to the low bidder, Performance Construction & Engineering, LLC in the amount of \$2,387,878.00 and the approval of the Settlement Agreement and reformation of the contract with Performance Construction & Engineering, LLC amending the award amount to \$2,880,878.00.

SPECIFICATIONS AND CONTRACT DOCUMENTS

TANNER / REMINGTON OUTFALL CONVEYANCE SYSTEM PROJECT

Required For Use By: Public Works Department

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:

October 2023 - March 2024

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, October 3, 2023 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 Tanner / Remington Outfall Conveyance System 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, October 3, 2023. 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: Tanner / Remington Outfall Conveyance System 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, September 19, 2023.

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.

Tanner / Remington Outfall Conveyance System Project

Village of North Aurora

ADDENDUM NO. 1

September 27, 2023

This addendum applies to the Village of North Aurora Contract Documents and Project Specifications entitled: "Tanner / Remington Outfall Conveyance System Project" issued for bid on September 19, 2023.

This Addendum forms part of the Contract Documents and modifies the original bidding documents as noted below. Acknowledge receipt of this Addendum on the Bid Form. Bids shall include all items included in this Addendum. **This Addendum shall be stapled to the original Contract Documents which shall be included as part of the "SEALED BID DOCUMENTS."**

Contract Documents

The following revisions/clarifications shall be made part of the Contract Documents, and shall be considered in preparing the proposal:

1. Revisions to the special provision section entitled, "SP-17 STORM SEWERS" located on page 26 of the special provisions are as follows:

- a. The third paragraph which reads, *"All granular materials (CA-6 aggregate) from the trench bottom (4" below the outside bottom of the pipe) to the spring line of the pipe beneath non-pavement areas shall be considered incidental backfill materials and included in the cost of the storm sewer pipe."*

shall be deleted and replaced with the following paragraph, *"All granular materials (CA-7 aggregate) from the trench bottom (4" below the outside bottom of the pipe) to the spring line of the pipe beneath non-pavement areas shall be considered incidental backfill materials and included in the cost of the storm sewer pipe."*

2. Revisions to the special provision section entitled, "SP-25 GRANULAR BACKFILL" located on page 29 of the special provisions are as follows:

- a. The first sentence in the second paragraph which reads, *"All granular materials (CA-6 aggregate) from the trench bottom (4" below the outside bottom of the pipe) to the spring line of the pipe beneath non-pavement areas shall be considered incidental backfill materials and included in the cost of the storm sewer pipe."*

shall be deleted and replaced with the following sentence, *"All granular materials (CA-7 aggregate) from the trench bottom (4" below the outside bottom of the pipe) to the spring line of the pipe beneath non-pavement areas shall be considered incidental backfill materials and included in the cost of the storm sewer pipe."*

END OF ADDENDUM NO. 1

Acknowledged 9/27/23

X Haley Lichten

I. GENERAL CONDITIONS

1. DEFINITIONS

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

A. BIDDER shall mean:

Performance Construction & Engineering, LLC

217 W. John Street, Plano, IL 60545

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 htonarelli@northaurora.org via email with the subject line "Tanner / Remington Outfall Conveyance System 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 21 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:

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE
2. Premises - Operations	FOR BODILY INJURY AND PROPERTY
3. Explosion & Collapse Hazard	DAMAGE
4. Underground Hazard	\$1,000,000
5. Products/Completed Operations Hazard	PERSONAL INJURY PER OCCURRENCE
6. Contractual Liability Coverage Included	\$1,000,000
7. Broad Form Property Damage -	GENERAL AGGREGATE
construction projects only	\$2,000,000
8. Independent contractors	
9. Personal Injury	

Business Automobile Liability	COMBINED SINGLE LIMIT PER OCCURRENCE
Any Auto, Owned, Non-Owned	FOR BODILY INJURY AND PROPERTY DAMAGE
Rented/Borrowed	\$1,000,000

Worker's Compensation and Occupational Diseases

STATUTORY LIMIT

Employer's Liability Insurance per Occurrence	\$1,000,000
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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

A. POLICY INFORMATION.

- 1. Insurance Company _____
- 2. Policy Number _____
- 3. Policy Term: (From) _____ (To) _____
- 4. Endorsement Effective Date _____
- 5. Named Insured _____
- 6. Address of Named Insured _____
- 7. Limit of Liability Any One Occurrence/
Aggregate \$ _____
- 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

TANNER / REMINGTON OUTFALL CONVEYANCE SYSTEM

II. PROJECT SPECIFICATIONS

1. INTENT

The intent of these plans, specifications and contract is to remove approximately 1,300 linear feet of storm sewer pipe and install approximately 7,000 linear feet of reinforced concrete pipe varying in size from 18", 24", and 36" diameter from the Lake Run drainage ditch to Tanner Trails Unit 6 stormwater basin. Other work includes installation of storm manholes, soil erosion and sediment control measures, site restoration, and other appurtenant work for a complete improvement at the project. The project includes all other related and incidental work which 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. Work shall not commence until neighboring crops surrounding the project area have been harvested. The Contractor shall confirm harvesting completion with the Village prior to commencement of work. 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 \$1,725

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.

TANNER / REMINGTON OUTFALL CONVEYANCE SYSTEM PROJECT

BID PROPOSAL

The Bidder proposes to complete the project for the following prices by March 29, 2024, with reasonable weather related delays as defined, or less:

BASE BID

Item No.	SPECIAL PROVISION	BID ITEMS	UNIT	QUAN.	Unit Price	Total
1	1	MOBILIZATION	L SUM	1	\$140,000.00	\$140,000.00
2	2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$87,200.50	\$87,200.50
3	3	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	\$10,000.00	\$10,000.00
4	4	PRECONSTRUCTION VIDEOTAPING	L SUM	1	\$3,500.00	\$3,500.00
5	5	STREET SWEEPING AND DUST CONTROL	HOUR	50	\$115.00	\$5,750.00
6	7	DEWATERING BY WELL POINT	EACH	70	\$100.00	\$7,000.00
7	8	CLEARING AND TREE REMOVAL	ACRE	0.60	\$7,500.00	\$4,500.00
8	9	SEEDING, CLASS 4B & 5B	ACRE	0.31	\$15,000.00	\$4,650.00
9	9	SEEDING, CLASS 4	ACRE	1.98	\$5,000.00	\$9,900.00
10	9	SEEDING, CLASS 1	ACRE	0.56	\$5,000.00	\$2,800.00
11	9	NITROGEN FERTILIZER NUTRIENT	POUND	257	\$3.00	\$771.00
12	9	POTASSIUM FERTILIZER NUTRIENT	POUND	257	\$3.00	\$771.00
13	9	EROSION CONTROL BLANKET	SQ YD	13,794	\$3.00	\$41,382.00
14	10	PERIMETER EROSION BARRIER	FOOT	715	\$4.00	\$2,860.00
15	11	STORM SEWER REMOVAL, 18"	FOOT	12	\$5.00	\$60.00
16	11	STORM SEWER REMOVAL, 24"	FOOT	1,294	\$5.00	\$6,470.00
17	12	HOT-MIX ASPHALT PAVEMENT REMOVAL	SQ YD	8	\$20.00	\$160.00
18	13	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 2"	TON	0.93	\$3,000.00	\$2,790.00
19	14	6" AGGREGATE BASE COURSE, CA-6	SQ YD	8	\$30.00	\$240.00
20	15	CONSTRUCTION FENCE	FOOT	1,753	\$2.00	\$3,506.00
21	16	STABILIZED CONSTRUCTION ENTRANCE	L SUM	1	\$7,500.00	\$7,500.00
22	17	STORM SEWERS, CLASS A, TYPE 1 36"	FOOT	3,436	\$245.00	\$841,820.00
23	17	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	3,075	\$220.00	\$676,500.00
24	17	HDPE DUAL WALL PIPE, 24"	FOOT	22	\$250.00	\$5,500.00
25	17	PVC SDR-26 PIPE, 18"	FOOT	22	\$300.00	\$6,600.00
26	17	STORM SEWERS, CLASS A, TYPE 1, EQUIVALENT ROUND SIZE 36"	FOOT	601	\$260.00	\$156,260.00
27	18	PRECAST REINFORCED CONCRETE FLARED END SECTIONS W/ GRATE, 36"	EACH	1	\$5,000.00	\$5,000.00

28	19	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$9,500.00	\$9,500.00
29	19	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	13	\$7,200.00	\$93,600.00
30	19	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	11	\$6,000.00	\$66,000.00
31	20	RIPRAP (RR-3)	CU YD	8	\$200.00	\$1,600.00
32	21	FILTER FABRIC	SQ YD	36	\$10.00	\$360.00
33	22	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	4,895	\$0.50	\$2,447.50
34	23	CONNECT TO EXISTING MANHOLE	EACH	2	\$3,500.00	\$7,000.00
35	23	CONNECT EXISTING PIPE TO PROPOSED MANHOLE	EACH	1	\$2,500.00	\$2,500.00
36	24	UNDERCUT	CU YD	3,264	\$5.00	\$16,320.00
37	25	GRANULAR BACKFILL, CA-1	CU YD	3,264	\$15.00	\$48,960.00
38	26	ITEMS ORDERED BY ENGINEER	L SUM	1	\$106,100	\$106,100
TOTAL BASE BID PRICE =						\$2,387,878.00
Total Base Bid Price In Words:						
Two Million Three Hundred Eighty Seven Thousand Eight Hundred Seventy Eight Dollars and Zero Cents.						

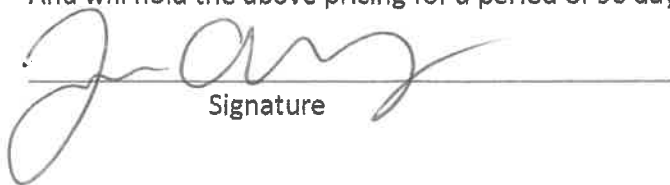
The Village of North Aurora reserves the right to award the Contract to the lowest responsible Bidder for the Base Bid based upon the Village's best financial interest. Each Bidder must submit bids for the Base Bid to be eligible for the award of the Contract. Failure to do so will result in the rejection of the Contractor's bid.

Start Date	October 23, 2023
Calendar Completion Date	March 29, 2024

Name of Bidder: Performance Construction & Engineering, LLC
Address: 217 W. John Street, Plano, IL 60545
Telephone No. 630-273-2693 Email. lonnie6272@gmail.com
Contact Name: Lonnie Avery
Title: President
Date: 10/3/2023

I, Lonnie Avery (print name) verify that I am authorized to provide the above pricing on behalf of Performance Construction & Engineering, LLC (company name)

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


Signature

10/3/2023
Date

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 Performance Construction & Engineering, LLC

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: 10/3/2023

Contractor By: 


Title: President

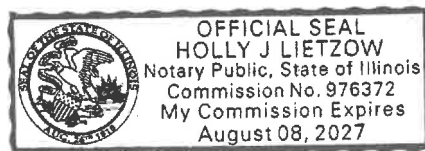
(State of Illinois) SS County of Kendall

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

Lonnie Avery 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: 10/3/2023

Notary Public: 



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

Schollmeyer Landscaping 6S578 Dauberman Rd. Big Rock IL 60511 630-556-3042	Landscape Restoration

Suppliers

Material

Welch Brothers	Pipe

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: _____

Print Name: Lonnie Avery

Title: President

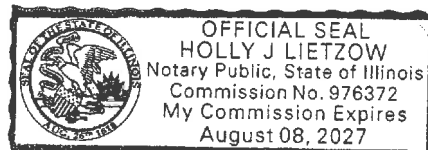
Date: 10/3/2023

(State of Illinois) SS County of Kendall

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Lonnie Avery 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: 10/3/2023

Notary Public: _____



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.

International Union of Operating Engineers & Fox Valley Laborers Union

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 ward 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: Lonnie Avery

Title: President

Company: Performance Construction & Engineering, LLC

Date: 10/3/2023

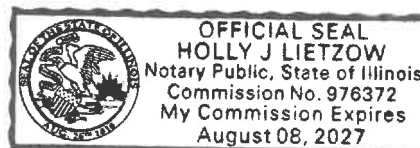
(State of Illinois) SS County of Kendall

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

Lonnie Avery 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: 10/3/2023

Notary Public: _____



**PLEASE SEE ATTACHED JOB REFERENCES
REFERENCES**

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: _____

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: _____

*** JOB REFERENCES ATTACHED ***

Job References

Offeror's Name: Performance Construction and Engineering, LLC

1. City of Aurora
44 E. Downer Place
Aurora IL.
(630)256-3200
Contact: Jason Bauer
Project Date: August, 2015
Project Name: Redwood Dr. Water Main
Project Cost: \$440,000
2. Baxter and Woodman
1788 Sycamore Road
Dekalb, IL. 60115
(815)459-1260
Contact: James Sparber
Project Date: October 2015 - April 2016
Project Name: Hillcrest Sanitary Sewer
Project Cost: \$1.3 million
3. McClure Engineering
2728 Grand Ave
Waukegan IL. 60085
(847)336-7100
Contact: Harland Doland
Project Date: June 2016 – August 2016
Project Name: Arlington Heights, 2016 Water Main Improvements
Project Cost: \$1,000,000
4. Village of Hoffman Estates
1900 Hassell Rd
Hoffman Estates, IL. 60169
(815)482-9261
Contact: Eric Muraskas
Project Name: Sanitary Manhole Replacement
Project Cost: \$315,000
5. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
Contact: Andrea Podraza, P.E.
Project Date: Aug 2019
Project Name: 2019 Area 3 SS/WM Separation
Project Cost: \$1,895,956.50
6. US Army Corp. of Engineers
88th RSC Col. P. Schulstad Reserve Center
1515 W. Central Road
Arlington Heights, IL 60005
Contact: Mark Simpson, RB Construction Company
(618)974-9624
Project Date: September 13, 2017
Project Name: USACE Arlington Heights IL Water Line Replacement Project
Project Cost: \$462,000.00
7. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
City Contact: Timothy Grimm, P.E.
Eng Contact: Dennis Debros, P.E.
Baxter Woodman
(708)478-2090
Project Date: June 2018-Sept 2018
Project Name: 2018 Ward 1 STSW Reconstruction & Water Main
Project Cost: \$1.4 Million
8. Village of Crestwood
13840 S. Cicero Avenue
Crestwood, IL 60418
(708) 371-4800
Eng Contact: Jose Raya
Farnsworth Group
(708) 326-4000
Project Date: Oct 2018-Present
Project Name: Crestwood Phase 1 Storm Rehabilitation
Project Cost: \$568,800
9. College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
(630) 942-4063
Donald Inman
Senior Project Manager
Project Date: May 2017
Project Name: COD Repairs
Project Cost: \$51,000.00
10. McHenry County College
18410 US Highway 14
Woodstock, IL 60098
(815) 455-8564
Todd Wheeland
Executive Director of Facilities
Project Date: February 2018
Project Name: Water Service Ext & Booster Station
Project Cost: \$668,866.00
11. Union School District 81
1661 Cherry Hill Road
Joliet, IL 60433
Ronald McGrath
Trai Architecture Engineer
(630) 455-4500
Project Date: February 2019
Project Name: 2018 Site Drainage Renovations Project-18-026
Project Cost: \$93,700.00
12. Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515
Contact: Nate Hawk
(630) 434-5467
Project Date: Sept 2018
Project Name: Forest/Prince Drainage Imp
Project Cost: \$428,816.18
13. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
City Contact: Timothy Grimm, P.E.
Eng Contact: Dennis Debros, P.E.
Baxter Woodman
(708)478-2090
Project Date: May 2019
Project Name: Ward 1 Phase 2 STSW Water Main Reconstruction
Project Cost: \$1,312,466.00
14. United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Contact: Nadia Simek, EEI
(630)466-6745
Project Date: July 2019
Project Name: E. Orange Street Water Main Replacement
Project Cost: \$546,230.42
15. City of Dekalb
200 S. Fourth Street
Dekalb, IL 60115
Contact: Brenda Metzger
(815) 562-9087
Project Date: April 2019
Project Name: 2019 Water Main Repl
Project Cost: \$693,149.55
16. City of Aurora
44 E. Downer Place
Aurora, IL 60507
(630) 256-3200
Contact: Kurt Muth
Project Date: Oct 2020
Project Name: 2020 SS Ext
Project Cost: \$237,473.64
17. City of Genoa
333 E. First Street
Genoa, IL 60135
(815) 784-2327
Contact: Robert Mateja
Project Date: May 2020
Project Name: Genoa St WM Repl
Project Cost: \$826,282.06
18. Loves Travel Stops
P.O. Box 26210
Oklahoma City, OK 73126
Contact: Joshua Couch
Project Date: Feb 2020
Project Name: Hampshire Lift Station
Project Cost: \$428,140.00
19. Village of Streamwood
565 S. Bartlett Road
Streamwood, IL 60107
(630) 736-3850
Contact: Luke Mattson
Project Date: Feb 2020
Project Name: North Park Lift Station
Project Cost: \$351,658.82
20. Wheaton Sanitary District
P.O. Box 626
Wheaton, IL 60187
(630) 232-0827
Contact: Bruce Aderman
Project Date: March 2020
Project Name: Hidden Woods
Project Cost: \$289,965.00

21. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
Contact: Timothy Grimm, P.E.
(630) 454-2750
Project Date: June 2020
Project Name: Area 3 Storm Sewer Separation
Phase 3
Project Cost: \$1,900,000

28. City of DeKalb
164 E. Lincoln Hwy
DeKalb, IL 60115
Contact: Brock Sutton, Fehr Graham
Phone: (815) 562-9087
Project Date: April 2022-June 2022
Project Name: 13th St. Water Main
Replacement
Project Cost: \$650,000

22. City of Aurora
44 E. Downer Place
Aurora, IL 60507
Contact: Kurt Muth
(630) 256-3200
Project Date: March 2021
Project Name: Jackson St. & Benton St. Sewer
Separation
Project Cost: \$400,000

29. Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554
Contact: John Marvig, EEI
Phone: 630-466-6700
Project Date: May 2022
Project Name: Fays Ln. & Whispering
Oaks Ln. Water Main & Road
Improvements
Project Cost: \$700,000

23. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
Contact: Timothy Grimm, P.E.
(630) 454-2750
Project Date: May 2021
Project Name: Ward 1 Storm Sewer
Reconstruction Phase 4
Project Cost: \$1,260,000

30. City of DeKalb
164 E. Lincoln Hwy
DeKalb, IL 60115
Contact: Brock Sutton, Fehr Graham
Phone: (815) 562-9087
Project Date: June 2022-September 2022
Project Name: 14th St. Water Main
Replacement
Project Cost: \$1,100,000

24. City of Naperville
400 S. Eagle Street
Naperville, IL 60540
Contact: Verena Nunez
(630) 420-6111
Project Date: June 2021
Project Name: Briargate Dr. Storm
Sewer
Project Cost: \$218,000

31. Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Contact: Jesse Singer, Ciorba Group
Phone: (773) 355-2957
Project Date: June 2022-October 2022
Project Name: Eagle way Sewer Replacement
Project Cost: \$2,500,000

25. Village of Streamwood
301 E. Irving Park Road
Streamwood, IL 60107
Contact: Alexander Reigler
(630) 736-3800
Project Date: July 2021
Project Name: Oakhill Elementary School
Project Cost: \$210,000

32. Village of Niles
1000 Civic Center Drive
Niles, IL 60714
Contact: Bill Peterhansen, Hancock
Engineering
Phone: (630) 865-0300
Project Date: July 2022
Project Name: Greenleaf St. Sewer
Improvements
Project Cost: \$140,000

26. DuPage DOT
421 N. County Farm Road
Wheaton, IL 60187
Contact: Paul Krueger
(630) 407-6900
Project Date: September 2021
Project Name: Kearney Road Dam
Project Cost: \$410,000

33. City of Aurora
44 E. Downer Place
Aurora, IL 60505
Contact: Kurt Muth
Phone: (630) 256-3200
Project Date: October 2022
Project Name: Root St. Water Main
Replacement
Project Cost: \$300,000

27. City of Aurora
44 E. Downer Pl.
Aurora, IL 60507
Contact: Kurt Muth
(630) 256-3200
Project Date: September 2021
Project Name: Kensington & Marseillaise
Sewer Separation
Project Cost: \$555,000



**Illinois Department
of Transportation**

Certificate of Eligibility

Performance Construction and Engineering, LLC
217 W. John Street PLANO, IL 60545

Contractor No 4684

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

001	EARTHWORK	\$825,000
012	DRAINAGE	\$8,625,000
017	CONCRETE CONSTRUCTION	\$400,000
034	DEMOLITION	\$600,000

\$30,762,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/1/2023 TO 4/30/2024 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 8/1/2023.


Engineer of Construction

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

March 06, 2023

P C E
217 W. John Street
Plano, IL 60545

Employer #48020

To Whom It May Concern:

The Administrative Dues office has received administrative dues reports and accompanying payments from your company through the work month of January 2023

If you have any questions or concerns regarding this matter, please contact the Administrative Dues Office at 708 579-6639.

Sincerely,

A handwritten signature in cursive script that reads "Alicia Schnell".

Alicia Schnell
Administrative Dues Department
AS/ap

The United States Department of Labor

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

Certificate of Registration

Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Operating 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

AL 008780173

Registration No.



ROX. Chao

Secretary of Labor

Anthony Duroso
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date May 5, 2002

Registration No. IL012020003



Loi. Chao
Secretary of Labor

Anthony Dunge
Administrator, Apprenticeship Training, Employer and Labor Services

Chicago
Laborers'
District
Council

LiUNA!

999 McClintock Drive, Suite 300
Burr Ridge, IL 60527
Ph: (630) 655-8289 Fax: (630) 655-8853
www.LIUNACHicago.org

March 2, 2023

Performance Construction & Engineering LLC
217 W John Street
Plano, IL 60545

Contractor: 102118
Via Fax: 815.431.0307

To Whom It May Concern:

Please be advised that Performance Construction & Engineering LLC is signatory with Laborers' District Council & Vicinity and has Submitted contributions to the Laborers' Work Dues Fund through the month of February 2023.

Please be advised that this letter does not address benefit contribution compliance with the Chicago Laborer's Pension and Welfare Funds ("Funds"). If you have any questions regarding the Company's reporting status with the Funds, please contact Deborah French at 847-742-0900, ext: 102 or email: dfrench@fvlab.com.

Sincerely,

Kate Hughes

Laborer's District
Laborer's Work Dues Fund.

Affiliated with Laborers' International Union of North America Locals #:

1 2 4 5 6 68 75 76 152 225 582 681 1001 1035 1092

Boone Cook DuPage Grundy Kane Kendall Lake McHenry Will

James P. Connolly
Business Manager

Joseph V. Healy
Secretary-Treasurer

Rich Kuczkowski
President

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Lakeview J.A.T.C.

Canal Street, 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
11017990001
Registration No.



AST. Chao
Secretary of Labor
Anthony Duquesne
Administrator, Apprenticeship Training, Employer and Labor Services

Settlement Agreement

WHEREAS, the Village of North Aurora (“Village”) advertised for seal bids beginning on September 19, 2023, for the Tanner/Remington Outfall Conveyance System Project, requiring bids to be submitted for bid opening on Tuesday, October 3, 2023, at 10:00 a.m. at the North Aurora Village Hall. After I describe the Tanner/Remington Outfall Conveyance System Project (“Bid Advertisement”); and

WHEREAS, Performance Construction & Engineering, LLC of 217 West John Street, Plano, Illinois 60545 (“Performance”) submitted a timely bid that was conforming to the Bid Advertisement on its face (the “Bid Proposal”), and Performance was the lowest bidder; and

WHEREAS, the North Aurora Village Board approved the Performance bid and awarded the contract to Performance; and

WHEREAS, Performance has claimed to the Village staff that Performance made a mistake in the Bid Proposal regarding the Unit Price for dewatering by well point that created a substantial error in the calculation of the total bid price and has asserted that it cannot perform the work for the Bid Proposal amount; and

WHEREAS, the Village of North Aurora has disputed the mistake, taking the position that the unilateral mistake was not caused by any action taken by the Village, and that the Village has a legal right to rely on the bid as submitted and have the work done for the Bid Proposal amount; and

WHEREAS, Performance provided a bid bond with the Bid Proposal to guarantee performance, but the amount of the bid bond is grossly insufficient to cover the difference in cost between the low bid and the next lowest bidder; and

WHEREAS, the Village has a lawful claim that could be asserted in a court of law to require a specific performance of the contract on the terms of the Bid Proposal; and

WHEREAS, the Village and Performance have negotiated a settlement in lieu of litigation to resolve the disputed issues by reformation of the contract, and the parties desire to memorialize that resolution in this Settlement Agreement.

WHEREAS, neither party admits nor concedes the validity or invalidity of the Village’s claim or Performance’s defense, and the parties wish to settle the dispute by agreement.

NOW THEREFORE, be it agreed by and between the Village of North Aurora and Performance Construction & Engineering, LLC in settlement of the disputed issues as follows:

1. The recitals set forth above are incorporated herein as material provisions of this agreement.
2. The parties hereby agree to enter into this Settlement Agreement to resolve the dispute, to reform the contract, and for the services to be performed in keeping with the Bid Advertisement and Bid Proposal submitted by Performance as amended by this Settlement Agreement.

3. The Unit Price for dewatering by well point is hereby amended, and the contract is hereby reformed, to establish a Unit Price for dewatering by well point of \$10,000 (“the Amended Unit Price”).

4. The Village shall pay the Amended Unit Price for dewatering at each well point that is required by sound engineering practices in the performance of the work required by the project in keeping with all the provisions of the Bid Advertisement, but the maximum cost to the Village for dewatering by well point shall be the value of 50 units at the Amended Unit Price. If dewatering by well point is needed for less than 50 units, the Village shall pay the total cost of dewatering by well point at the Amended Unit Price. If the total units for dewatering by well point exceed 50 units, the cost to the Village is hereby capped at the Amended Unit Price multiplied by 50 units.

5. The required calendar completion date for the project is hereby amended and changed to May 31, 2024 to allow Performance adequate time for completion of the project due to a later award date of the project.

6. In reaching this Settlement Agreement to resolve the disputed issues, the parties hereby agree that the contract is reformed and amended only insofar as this Settlement Agreement explicitly deviates from the Bid Advertisement and the Bid Proposal. All other terms and conditions of the Bid Advertisement and the Bid Proposal shall remain in full force and effect.

This Agreement is entered into as of this ____ day of December, 2023.

VILLAGE OF NORTH AURORA

By Village President, Mark Gaffino

Attestation

By Village Clerk, Jessie Watkins

PERFORMANCE CONSTRUCTION &
ENGINEERING, LLC

By its Manager, Lonnie Avery