
**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 40 MONROE DEMOLITION BID APPROVAL
AGENDA: NOVEMBER 20, 2023 REGULAR VILLAGE BOARD MEETING

ITEM

Approval of a bid from Fox Excavating, Inc. in the amount of \$27,500 for the demolition of 40 Monroe St.

DISCUSSION

A total of four (4) different companies attended the mandatory pre-bid meeting on November 2, 2023, for the demolition of 40 Monroe Street. On November 9, 2023, the Village opened bids for the project. Of those four (4) companies, three (3) submitted bids for the demolition project.

Bid Results:

Company	City, State	Bid Amount
Fox Excavating, Inc.	Batavia	\$27,500
Fowler Enterprises, LLC	Elgin, IL	\$29,800
Midwest Excavators	Wasco, IL	\$48,500

The scope of work includes the demolition and removal of the residential building and removal and disposal of all on-site improvements and debris. The contractor is responsible for coordinating the demolition schedule and minimizing any impacts on neighboring properties. The project shall be fully completed within sixty (60) days of the date of award by the Village.

Staff is requesting Board approval for the awarding of a bid to Fox Excavating, Inc for the demolition of 40 Monroe Street at a price of \$27,500.

Contract for Demolition and Restoration of 40 Monroe Street

THIS AGREEMENT, made and concluded this **20th** day of November, 2023, 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 **Demolition and Restoration of 40 Monroe Street.**

WHEREAS, the Village advertised for bids for the Demolition and Restoration of 40 Monroe Street 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 **Twenty Seven Thousand Five Hundred and 00/100 dollars (\$27,500.00)** 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 **November 20, 2023.**

NOW THEREFORE, in consideration of **Twenty Seven Thousand Five Hundred and 00/100 dollars (\$27,500.00)** to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for Demolition and Restoration of 40 Monroe Street, 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 and 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

By: Mark Gaffino, Village President

Fox Excavating, Inc.

Signature

Printed Name, Title

Exhibit A: Bid Specifications



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

BID SPECIFICATIONS

PROJECT:

DEMOLITION AND RESTORATION OF 40 N. MONROE STREET

MANDATORY PRE-BID MEETING:

NOVEMBER 2, 2023, 10:00 A.M.

BID OPENING:

NOVEMBER 9, 2023, 10:00 A.M.

LOCATION:

VILLAGE HALL, 25 E. STATE ST., NORTH AURORA 60542

CONTACT:

NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR,
(331) 385-6171 or ndarga@northaurora.org

LEGAL NOTICE
INVITATION TO BID
DEMOLITION AND RESTORATION OF 40 N. MONROE STREET

Sealed bids for the demolition and restoration of 40 N. Monroe Street will be received at the Village of North Aurora, Attn: Nathan Darga, Community Development Director, 25 East State St., North Aurora, IL 60542, until 10:00 a.m. on the 9th of November, 2023. Bids will be publicly opened and read aloud at the above stated time and place. The bid packet will be available for download at the Village's website [Link] or can be picked up at 25 E. State St., North Aurora, IL 60542.

There will be a mandatory pre-bid meeting held on Wednesday, November 2, 2023 at 10:00 a.m. at the North Aurora Village Hall. All bidders will need to be in attendance in order to bid on this project. There will be an opportunity to access the subject property directly after the pre-bid meeting.

Contractor must comply with Prevailing Wage Act. The Village of North Aurora reserves the right to reject any or all bids and to waive any informalities in bidding. The bid will be awarded to the lowest, responsible bidder as determined by the Village of North Aurora.

Village of North Aurora
Nathan Darga, Economic Development Director
25 E. State St., North Aurora, IL 60542

Village of North Aurora
Bidding Specifications for the Demolition and Restoration of 40 N. Monroe St.
THIS IS A PREVAILING WAGE PROJECT

1. AWARD OF CONTRACT

The Village will consider the bids submitted in the proposal and reserves the right to accept or reject any or all bids and to accept the bid deemed most advantageous to the Village.

2. SCOPE OF WORK

A. The work under this Contract is for demolition and restoration on the property located at 40 N. Monroe Street, North Aurora, IL.

B. The Work under this Contract includes the demolition and removal of the two-family residence and detached garage, including above or below grade footings and foundation associated with the buildings; removal and disposal of all on-site improvements and debris; removal and disposal of any remaining building contents; removal and disposal of certain bushes, brush and trees; disconnection of all utilities; backfilling; and final grade preparation.

3. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract, shall be commenced at the time stipulated by the Village to the Contractor. The project shall be fully completed within sixty (60) days of the date of award by the Village.

4. PROSECUTION AND PROGRESS

The work under this Contract shall be prosecuted with such forces and equipment as are necessary to insure completion of all work within the time provided.

5. PERMITS AND NOTIFICATIONS

A. The Contractor shall procure and pay for all the permits necessary to carry out the work, including those necessary while the streets or alleys are obstructed either by operations or by the storage of equipment or materials.

B. The Contractor shall notify the various public utility companies to disconnect and remove such of their facilities as may be in the buildings or serving them sufficiently in advance of beginning of razing operations to allow the utilities to make their disconnections.

6. RESPONSIBILITIES OF CONTRACTOR

A. Except as otherwise specifically stated in the Contract Documents and Detailed Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract within the specified time. The Contractor shall employ only competent, English-speaking foremen and experienced labor to execute the work included in the Contract.

B. The Contractor is responsible for complying with all State and local laws.

7. INSURANCE

A. The Contractor shall not commence work under this Contract until all insurance required under this heading has been obtained. Contractors shall maintain sufficient insurance to protect the interests of the property owner and the community during the performance of any work undertaken in the Village. All insurance must be placed with financially responsible companies that are authorized under the insurance laws of Illinois and to do business in the State of Illinois. Minimum coverage shall include the following types of insurance in the following amounts:

1. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate;
2. Auto Liability: \$1,000,000 Combined Single Limit for any auto that will be on the job site;
3. Workers Compensation: Statutory coverage with employers liability limits of no less than \$500,000/\$500,000/\$500,000;
4. Pollution Liability: \$1,000,000; and
5. Umbrella Liability: \$1,000,000

B. Prior to awarding the bid, insurance coverage shall be verified by submittal of a valid certificate from the contractor's insurance agent listing the Village as an additional named insured and a certificate holder and requiring the village to receive notice of cancellation or lapse of insurance within thirty (30) of such cancellation or lapse.

8. COMMUNICATIONS

A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Village), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office.

C. All papers required to be delivered to the Village shall, unless otherwise specified in writing to the Contractor, be delivered to Community Development Department at 25 S. State Street, North Aurora, Illinois, and any notice to or demand upon the Village shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Village at such address, or to such other representatives of the Village or to such other address as the Village may subsequently specify in writing to the Contractor for such purposes.

D. Any such notice shall be deemed to have been given as of the time of actual delivery of the mail, or in the case of telegrams, at the time of actual receipt as the case may be.

9. HOURS OF OPERATION

Contract work shall be limited to the hours between 7:00 a.m. and 9:00 p.m. Monday through Saturday and 8:00 a.m. and 6:00 p.m. on Sunday. Site mobilization, staging, preparation and general site maintenance shall also be limited to the hours of operation.

10. SITE AND CONDITION OF PREMISES

A. Once notice to proceed has been issued by the Village to commence work, the buildings, structures and their surroundings shall be under the custody of the Contractor.

B. Visit site to verify conditions. Accept premises as found. Confine operation to premises of structures being removed.

C. The property is vacant, and the condition of the building is beyond the Village's control. The Village disclaims any responsibility that the representations made by the Village regarding conditions or quantities of materials will remain as they were when reviewed by the bidders or contractors, during the bidding period, prior to the award of contract, or during the course of the work. The Village disclaims any responsibility for any such changes. The Village disclaims any responsibility for any subsurface conditions, objects or materials which may not be readily apparent but which must be removed in accordance with the specifications.

11. PROTECTION OF PUBLIC

The Contractor shall take appropriate and adequate measures to protect the public from demolition and debris-removal operations. As necessary, the work site shall be fenced in such a manner that the public is effectively excluded from dangerous or hazardous areas created by the Contractor's operations.

12. PROTECTION OF RIGHT OF WAY

A. Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the premises through the life of this Contract. Perimeter sidewalks may be closed, with permission of the Village. The public sidewalks and curbs that may serve as access for the heavy equipment shall be planked with suitable timbers to preclude any damages to said sidewalk and curbs.

B. Any damage to public streets, sidewalks, alleys, and curbs shall be repaired or replaced with concrete at the expense of the Contractor in accordance with the Village of North Aurora Subdivision Control Ordinance amended to date. Where the use of these public pathways are required for demolition operations, splash boards or deflector panels shall be erected and warning signs placed at appropriate locations to protect the general public.

13. PROTECTION OF UTILITIES

A. The Contractor shall, at least forty-eight (48) hours in advance of beginning demolition work on the project site, notify Commonwealth Edison, Nicor and AT&T of intent to do so, in order that they may provide the Contractor with proper information and direction concerning electric power, natural gas, and telephone services existing on or in the demolition site. The Contractor, through the above contacts with said utilities, shall verify that any and all such existing services are properly abandoned, cut off, or protected before demolition operations commence so personnel and the public are protected from potential hazards or inconveniences caused by accidental disruption of such utility services. The contractor shall notify JULIE at least three (3) work days prior to commencement of work.

B. The sanitary sewer service shall be removed back to the main. The service shall be abandoned according to the Fox Metro Water Reclamation District Sanitary Sewer Service Abandonment detail. A copy of the detail is available upon request.

C. The water service shall be removed back to the main and capped. The corporation stop shall be turned off and capped or plugged. If there is an issue with the corporation leaking or not sealing, it must be removed and sleeved with a repair clamp rated to AWWA C230. The buffalo box shall be removed. The service line is presumed to be lead.

14. EROSION CONTROL

Silt fencing shall be provided where needed during demolition to prevent the erosion and washing away of the earth. Contractor shall protect all catch basins, or public storm sewer inlets, located near the site from possible contaminated runoff of soil and/or demolition materials.

15. DISPOSAL OF DEMOLITION WASTES

A. All waste building materials generated by the demolition operations, shall be disposed of by the Contractor at a disposal site properly licensed by the State of Illinois, and all handling, recording, transporting and final disposal of such material shall comply with Title 35 of the Illinois Administrative Code, Subtitle G, as well as and any other applicable laws or codes. Open burning of wood wastes or any other type of material is not permitted within the Village limits by Village ordinance. Building demolition wastes may not be accepted at the locally-operated solid waste disposal site, and the Village does not have any other site available for disposal of this type of waste, so the Contractor shall make its own arrangements for the use of privately owned site(s) for disposal of the project wastes; the Village assumes no responsibility for providing an acceptable disposal site.

B. The Village is discharged from any liability related to the demolition and disposal of debris and the Contractor will indemnify the Village for direct and contingent liabilities associated with the Contractor's actions and/or omissions pursuant to Contractor's work and obligations.

16. ASBESTOS

A. A planned demolition asbestos inspection was conducted on October 9, 2023 by a licensed inspector from Forensic Analytical Consulting Services. The FACS inspector identified seventeen (17) suspect asbestos-containing materials during the inspection of the site. Laboratory results indicated that three (3) of the materials sampled: tape found on round duct work in the basement; window glaze found on the old-style windows, in the upper apartment bathroom and office, and in the basement; and tape found on rectangular duct work in the basement were all found to be asbestos-containing.

B. The Contractor shall follow all federal and state regulations for the removal of any asbestos containing material from the property. A copy of the asbestos report shall also be maintained on site during the demolition process.

17. BACKFILLING

A. The former building footprint must be backfilled to grade and consist of granular imported fill that can be compacted to form a suitable surface for vehicle traffic. The fill material must be deposited in 12 inch layers and compacted before placing the succeeding layer. The final layer shall be base coarse gravel or other material suitable for vehicle traffic. Fill to existing grades and grade to drain to the adjacent street to the east.

B. Restore rutted grass surfaces with topsoil and grass seed. Any other fill materials must be approved by the Superintendent of Public Works or his designee. A minimum six inch layer of topsoil shall be spread prior to the seeding or sodding of the property shall be properly watered until grass surface has been established.

18. CLEANING

A. All streets, alleys, sidewalks, or public places adjacent to any building or buildings shall be maintained in a litter-free condition throughout the life of this Contract. If areas are not kept clean, the Village reserves the right to have areas cleaned and deduct cost of cleaning from monies due to the Contractor.

B. When hauling debris, material shall be covered and/or hosed down with water to eliminate falling debris, dirt, dust, etc., Contractor shall be responsible for providing water source.

C. Do not store or permit demolished materials and equipment to accumulate on site. Remove demolished materials, equipment and debris resulting from demolition operations as it accumulates.

D. If Contractor does not remove rubbish as specified above, the Village reserves the right to have work done by others at Contractor's expense.

E. Do not allow uncontrolled runoff or release from the site of any liquids, excepting clear water that may be directed toward storm sewer inlets and assure all released clear water does not contain suspended solids or dissolved contaminants in violation of the Villages NPDES Stormwater Permit.

19. WARRANTY

Repairs and replacement required because of defective work by Contractor shall be at Contractor's expense.

20. BID BOND

If the bidder's proposal for the project is equal to or greater than \$10,000, a bid bond or certified check in the amount of five percent (5%) of the bidder's proposal will be required. No bid bond will be required if the proposal for the project is less than \$10,000.

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

BIDDER'S DOCUMENT:

Bid will be awarded to the lowest total bid amount, pending compliance with instruction to the bidder's document and satisfactory references. The Village also reserves the right to reject any and all bids.

I. BIDDING COMPANY CONTACT INFORMATION

Company Name Fox Excavating Inc
Company Address 1305 S. River St., Batavia
Contact Name Gary Martin
Contact Address 1305 S. River St., Batavia
Contact Phone # 630/669-6869
Contact Email gmartin@foxdig.com

II. DEMOLITION AND RESTORATION BID:

I HAVE READ THE SCOPE PROVIDED IN THIS BID DOCUMENT ALONG WITH ALL ASSOCIATED APPENDICES AND AGREE TO PREFORM ALL OF THE WORK IDENTIFIED TO SUCESSFULLY COMPLETE THE DEMOLITION AND RESTORATION OF 40 N. MONROE STREET.

STIPULATED SUM BID PRICE:

\$27,500⁰⁰

(USE NUMERALS)

Twenty Seven Thousand Five Hundred $\frac{00}{100}$

(USE WORDS)

AND WILL HOLD THE ABOVE PRICING FOR A PERIOD OF 90 DAY'S FROM THE DATE OF THE BID OPENING.

I _____ VERIFY THAT I AM AUTHORIZED TO PROVIDE ABOVE PRICING ON BEHALF OF _____

SIGNATURE  DATE 11/8/23

III. BID BOND

The bidder has attached a bid bond or certified check in the amount of five percent (5%) of the proposal.

IV. BIDDER ELIGIBILITY CERTIFICATION

Public Act 85-1295 (Illinois Revised Status, 1987, Chapter 38, Article 33E) requires that all the contractors bidding for public agencies in the State of Illinois certify that they are **not** barred from bidding on public contracts for bid rigging or bid rotation.

Following certifications must be signed and submitted with bidder's bid proposal.

FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BIDDER

Name of Contractor Fox Excavating Inc. as part of its bid on a contract for the **demolition and restoration of 40 N. Monroe Street** for the Village of North Aurora IL 60542 hereby certifies that the said contractor is not barred from bidding on the aforementioned contract as a result of a violation either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Status.

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

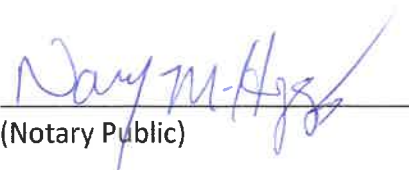
Firm Name: Fox Excavating Inc

Address: 1305 S. River St.
Batavia, IL 60510

Officer: 
(Signature of Officer)
Title: Gary Martin, President

Subscribed and Sworn before me

This 8th Day of November 2023


(Notary Public)



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

APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

The Village of North Aurora’s Responsible Bidder Requirement, passed via a resolution in 2009, requires bidders on public works projects that are subject to the Illinois Prevailing Wage Act and cost \$25,000 belong to an apprenticeship or training program(s) approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training. Please provide the name of the apprenticeship or training program(s) approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training below.

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.

Gary Martin Boyd
Name
Fox Excavating Inc
Company
Date 11/8/23

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

June 8, 2023

Fox Excavating, Inc.
1305 S River Street
Batavia, Il 60510

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

Dear Sir or Madam:

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

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Fox Excavating, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

**Office of Apprenticeship
Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund
Winnington, Illinois
For the Trade — Operating Engineer (Heavy Equipment Technician)*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Hilda J. Solis
Secretary of Labor

Ann V. Hall
Inspector, Office of Apprenticeship

The United States Department of Labor

**Office of Apprenticeship
Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade - Operating Engineer*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



December 31, 1978
Date Revised June 23, 2011

Registration No. IL008780173

William F. Solis
Secretary of Labor
Ad V. Hall
Administrator, Office of Apprenticeship