



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.c

Title: Recommendation to Award Bid for Sanitary Sewer and Storm Sewer Lining Program

Presenter: Tim Wilson

Meeting: Government Services Committee

Date: August 28, 2017

Proposed Cost: \$510,000

Budgeted Amount: \$510,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The Sanitary Sewer Lining Program is an ongoing program to decrease the amount of inflow and infiltration. This program also repairs points of service within the sanitary system. The Storm Sewer Lining Program maintains the structural integrity and ensures maximum flow of the storm water system.

For bidding this year, the City teamed up with the Cities of Geneva and Batavia. This is the second year of the combined bidding. Last year's program was a success in saving all three communities administrative costs while receiving competitive pricing.

The bid opening was conducted on August 14th, 2017 and six companies bid on the project.

- Hoerr Construction - \$913,331.00
- Michaels Pipe Services - \$1,026,605.00
- Benchmark Construction Co - \$1,076,725.00
- Insituform Technologies - \$1,080,409.30
- Visu-Sewer - \$1,091,140.75
- Kenny Construction - \$1,125,050.00

The low bidder was Hoerr Construction. The City of St. Charles portion of the project are as follows:

	Budget Amount	Low Bid Amount	Award Amount
Sanitary sewer:	\$410,000	\$482,492	\$410,000
Storm sewer:	<u>\$100,000</u>	<u>\$ 46,775</u>	<u>\$100,000</u>
Total:	\$510,000	\$529,267	\$510,000

Attachments (please list):

* Bid Tabulation * Hoerr Bid

Recommendation/Suggested Action (briefly explain):

Recommendation to award bid to Hoerr Construction for sanitary and storm sewer lining in an amount not to exceed \$510,000.



City of Geneva

Summary of Bids

Name of Project: 2017 Lining

Recorded By: Bob Van Gysegem

Opened By: Rita Kruse

Date/Time: 8/14/2017 10:00 AM

Approved Engineer Estimate/ Budget :

CONTRACTOR NAME	BID PRICE	BID BOND OF PRICE	%	TYPE OF PAYMENT FOR BID BOND	REMARKS	ADDENDUM
Hoerr Construction, Inc.	\$913,331.00	10%				Yes
Michels Pipe Services	\$1,026,605.00	10%				Yes
Benchmark Construction Co., Inc.	\$1,076,725.00	10%				Yes
Insituform Technologies USA, LLC	\$1,080,409.30	10%				Yes
Visu-Sewer of Illinois, LLC	\$1,091,140.75	10%				Yes
Kenny Construction Company	\$1,125,050.00	10%				Yes

SECTION 00050

BIDDER CERTIFICATION

The following affidavit must be completed, notarized and submitted with the bid package in compliance with Article 33 E of the "Criminal Code of 1961."

I (Name) Max P. Hoerr II, do hereby certify that:

- I am (Position) President of (Firm Name and Address) Hoerr Construction, Inc. 1416 County Road 200 N Goodfield, IL 61742 and have authority to execute this certification on behalf of the firm;
- The above referenced firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E of the "Criminal Code of 1961."

Signature Max P. Hoerr II
 Date 8-9-17

Corporate Seal
(where appropriate)

REQUIRED NOTARIZATION

On this 9 day of August, 2017, before me appeared (Name) Max P. Hoerr II
 who, being duly ~~sworn~~ ^{present}, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) Hoerr Construction, Inc.
 to execute the affidavit and did so at his or her free act and deed.

Signature of Notary Public Rebecca C. Wiegand
 Commission Expires 9-10-19

Notary Seal

END 00050



SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

- 1.1 Terms used in these Instructions to BIDDERS which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 edition) have the meanings assigned to them in the General Conditions. The term "SUCCESSFUL BIDDER" means the lowest, qualified, responsible BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents.

- 2.1 Complete sets of the Bidding Documents are available in the number and for the purchase price, stated in the Notice or Invitation to Bid.
- 2.2 Complete sets of Bidding Documents shall be used in preparing BIDS; OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining BIDS on the WORK and does not confer a license or grant for any other use.

3. Qualification of BIDDERS.

- 3.1 To demonstrate qualifications to perform the WORK, each BIDDER must be prepared to submit within five days of OWNER'S request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of BIDDER'S qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

- 4.1 Before submitting a BID, each BIDDER must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress of performance of the WORK, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the WORK; (d) study and carefully correlate BIDDER'S observations with the Contract Documents and (e) notify the OWNER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2 Each BIDDER shall be responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the forgoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

- 4.3 BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.
- 4.4 The OWNER shall provide BIDDERS, prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.
- 4.5 When requested, OWNER will provide each BIDDER access to the site to conduct such investigations and tests, as each BIDDER deems necessary for submission of his BID.
- 4.6 The lands upon which the WORK is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the WORK are identified in the Supplementary Conditions, General Requirements or Drawings.
- 4.7 The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
- 4.8 The submission of a BID will constitute an incontrovertible representation by the BIDDER that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

5. Interpretations.

- 5.1 All questions about the meaning or intent of the CONTRACT DOCUMENTS shall be submitted to OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Bid Security.

- 6.1 Bid Security shall be made payable to the City of Geneva, in an amount of ten percent (10%) of the BIDDER'S maximum BID price and in the form of a certified or bank check or a BID BOND issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.
- 6.2 Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.
- 6.3 The BID Security of the SUCCESSFUL BIDDER will be retained until such BIDDER has executed Agreements with each of the three (3) communities and furnished the required three (3) Contract Security, whereupon it will be returned; if the SUCCESSFUL BIDDER fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the BID Security of that BIDDER will be forfeited. The BID Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award

may be retained by OWNER until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by OWNER to CONTRACTOR and the required Contract Security is furnished or the sixty-first day after the BID opening. BID Security of other BIDDERS will be returned within seven days of the BID opening.

7. Contract Time.

7.1 The number of days within which, or the date by which, the WORK is to be completed (Contract Time) is set forth in the BID Form and will be included in the Agreement.

8. Liquidated Damages.

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. Substitute Material and Equipment.

9.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by OWNER is set forth in paragraphs 6.5 of the General Conditions that may be supplemented in the General Requirements.

10. Subcontractors, etc.

10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent SUCCESSFUL BIDDER, and any other BIDDER so requested, will within seven days after the day of the BID opening submit to OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the WORK as to which such identification is so required. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by OWNER. If OWNER after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in BID price. If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the contract shall not be awarded to such BIDDER, but his declining to make any such substitution will not constitute grounds for sacrificing his BID Security. Any Subcontractor, other person or organization so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

10.2 In contracts where the Contract Price is on the basis of Cost-of-the-WORK plus a fee, the apparent SUCCESSFUL BIDDER, prior to the Notice of Award, shall identify in writing to OWNER those portions of the WORK that such BIDDER proposes to

subcontract and after the Notice of Award may only subcontract other portions of the WORK with OWNER'S written consent.

- 10.3 No CONTRACTOR shall be required to employ any Subcontractor, other person or organization against which he has reasonable objection.

11. Bid Form.

- 11.1 All BIDS must be made on the attached BID forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID forms must be fully completed and executed when submitted. Only one copy of the BID forms is required. The BID Forms are attached hereto. Additional copies may be obtained from OWNER.
- 11.2 BID Forms must be completed in ink or by typewriter. The BID price of each item on the forms must be stated in words and numerals; in case of a conflict, words will take precedence.
- 11.3 BIDS by corporations must be executed in the corporate name by the president or a vice-president or other corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The BID shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the BID Forms).
- 11.7 The address to which communications regarding the BID is to be directed must be shown.

12. Submission of Bids.

- 12.1 BIDS shall be submitted at the time and place indicated in the "Invitation to BID" and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the BIDDER and accompanied by the BID Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- 12.2 By submission of the BID, each BIDDER and, in the case of a joint bid, each party thereto certifies as to his or her own organization, that in connection with the BID:
- A. The prices in the BID have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any other competitor;
 - B. Unless otherwise required by law, the prices quoted in the BID have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and

- C. No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a BID for the purpose of restricting competition.

12.3 Each person signing the BID shall certify that:

- A. He or she is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being BID and that he or she has not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above; or
- B. He or she is not the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being BID, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above, and as their agent shall so certify; and shall also certify that he or she has not participated, and will not participate, in any action contrary to 12.2(A) through 12.2(C) above.

12.4 All BID packages shall consist of Division 0 – Documents completed in their entirety. Failure to submit a complete package of documents may result in the BID being deemed incomplete.

12.5 The CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

13. Modification and Withdrawal of Bids.

13.1 Any BID may be modified or withdrawn prior to the time indicated in the Advertisement for BIDS for the opening of bids or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 7 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

13.2 If, within twenty-four hours after BIDS are opened, any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his BID, that BIDDER may withdraw his BID and the BID Security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the WORK.

14. Opening of BIDS.

14.1 BIDS will be opened publicly. When BIDS are opened publicly they will be read aloud, and an abstract of the amounts of the Base BIDS and major alternates (if any) will be made available after the opening of BIDS.

15. BIDS to Remain Open.

- 15.1 All BIDS shall remain open for sixty days after the day of the BID opening, but OWNER may, in his sole discretion, release any BID and return the BID Security prior to that date.

16. Award of Contract.

- 16.1 OWNER reserves the right to reject any and all BIDS, to waive any and all informalities and to negotiate contract terms with the SUCCESSFUL BIDDER, and the right to disregard all nonconforming, non-responsive or conditional BIDS. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating BIDS, OWNER shall consider the qualifications of the BIDDERS, whether or not the BIDS comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is OWNER'S intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but OWNER may accept them in any order or combination.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the WORK as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by OWNER.
- 16.4 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed Subcontractors and other persons and organizations to do the WORK in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.5 OWNER reserves the right to reject the BID of any BIDDER who does not pass any such evaluation to OWNER'S satisfaction.
- 16.6 A conditional or qualified BID will not be accepted.
- 16.7 If the contract is to be awarded it will be awarded to the low, responsive, responsible BIDDER whose evaluation by OWNER indicates that the award will be in the best interests of the Project.
- 16.8 If the contract is to be awarded, OWNER will give the SUCCESSFUL BIDDER a Notice of Award within sixty days after the day of the BID opening.

17. Performance and Payment Bonds.

- 17.1 In addition to the requirements set forth in paragraph 5.1 of the General Conditions and the Supplementary Conditions, a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required by each of the three (3) communities for the faithful performance of the contract. When the SUCCESSFUL BIDDER delivers the

executed Agreement to OWNER it shall be accompanied by the required Performance and Payment Bonds.

18. Signing of Agreement

- 18.1 When OWNER gives a Notice of Award to the SUCCESSFUL BIDDER, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen days thereafter CONTRACTOR shall sign and deliver at least three counterparts of the Agreement to OWNER with all other Contract Documents attached. Within ten days thereafter OWNER will deliver all fully signed counterparts to CONTRACTOR.

END 00100

SECTION 00300

PROPOSAL

1. Proposal of (Name and Address of Bidder) Abery Construction Inc
1416 County Road 200 North
Goodfield, IL 61742
_____ for the improvement designated below.

Work covered by Contract Documents includes, but is not necessarily limited to the following:

This project consists of approximately 14,265 linear feet of Sanitary and Storm Sewer Lining in various sizes of cured-in-place pipe lining (CIPP). Work shall include the lining of sanitary and storm sewer as well as the reinstatement of service laterals, sanitary and storm sewer cleaning and pre and post construction sanitary and storm sewer televising. Geneva and Batavia will also require grouting of service laterals. The work contained on this project is located in the municipalities of Geneva, St. Charles, and Batavia, Illinois

2. The location maps for the proposed improvement are those provided by the City of St. Charles, Geneva, and Batavia. Said maps are designated as Location Maps for "2017 Sewer Lining Project" and which cover the work described in Paragraph 1 above for the price of:

Sum of Unit Prices x Quantities (in words) Nine hundred thirteen thousand three hundred thirty one Dollars
and no Cents

Sum of Unit Prices x Quantities (in figures) \$ 913,331.⁰⁰

BID FORM

2017 SANITARY AND STORM SEWER LINING BID SCHEDULE (INSERT UNIT PRICE, TOTAL PRICE, & TOTAL BID) Page 1 of 2

Item	Description	Units	St. Charles	Geneva	Batavia	Total Quantity	Unit Price	Total Price
1	Televise, Clean & Line 6 inch Cured in Place Pipe Lining - Sanitary	L.F.		200	578	778	34.00	26,452. ⁰⁰
2	Televise, Clean & Line 8 inch Cured in Place Pipe Lining - Sanitary	L.F.		2,357	1833	4,190	28. ⁶⁰	119,834. ⁰⁰
3	Televise, Clean & Line 10 inch Cured in Place Pipe Lining - Sanitary	L.F.			1,255	1,255	24. ⁰⁰	30,120. ⁰⁰
4	Televise, Clean & Line 12 inch Cured in Place Pipe Lining - Sanitary	L.F.		2,105	159	2,264	31. ⁰⁰	70,194. ⁰⁰
5	Televise, Clean & Line 15 inch Cured in Place Pipe Lining - Sanitary	L.F.	451			451	47. ⁰⁰	21,197. ⁰⁰
6	Televise, Clean & Line 24 inch Cured in Place Pipe Lining - Sanitary	L.F.			225	225	102. ⁰⁰	22,950. ⁰⁰
7	Televise, Clean & Line 27 inch Cured in Place Pipe Lining - Sanitary	L.F.	3,417			3,417	135. ⁰⁰	461,295. ⁰⁰
8	Internal Service Lateral Reinstatements	Each	0	60	109	169	50. ⁰⁰	8,450. ⁰⁰
9	Protruding Tap Removal	Each	0		4	4	350. ⁰⁰	1,400. ⁰⁰
10	Test and Seal Lateral Service Connections, 36" Length	Each	0	60	20	80	340. ⁰⁰	27,200. ⁰⁰
11	Chemical Grout	GAL	0	5	5	10	24. ⁰⁰	240. ⁰⁰
12	Televise, Clean & Line 8 inch Cured in Place Pipe Lining - Storm	L.F.	29		193	222	89. ⁰⁰	19,758. ⁰⁰
13	Televise, Clean & Line 10 inch Cured in Place Pipe Lining - Storm	L.F.	467		386	853	42. ⁰⁰	35,826. ⁰⁰
14	Televise, Clean & Line 12 inch Cured in Place Pipe Lining - Storm	L.F.	484		411	895	45. ⁰⁰	40,275. ⁰⁰

2017 SANITARY AND STORM SEWER LINING BID SCHEDULE (INSERT UNIT PRICE, TOTAL PRICE, & TOTAL BID) Page 2 of 2

Item	Description	Units				Total Quantity	Unit Price	Total Price
15	Traffic Control - Batavia	Lump Sum				1	10,250	10,250. ⁰⁰
16	Traffic Control - Geneva	Lump Sum				1	1,600. ⁰⁰	1,600. ⁰⁰
17	Traffic Control - St. Charles	Lump Sum				1	2,800. ⁰⁰	2,800. ⁰⁰
18	Heavy Cleaning (As Required)	Per Hr.				Estimate 30 Hours	450. ⁰⁰	13,500. ⁰⁰
TOTAL BID								913,331

2017 Tri-Cities CIPP Sewer Lining

City of Batavia - Sanitary Sewer CIPP Lining Locations						
Location No.	Sanitary Sewer Segment		Length feet	Diameter inches	Laterals each	Street/Easement Location
	Upstream	Downstream				
1	22D-SS-031	22D-SS-036	356	6	9	E Wilson Street
2	22D-SS-036	22D-SS-035	357	8	9	E Wilson Street (IDOT Route 25)
3	22D-SS-035	22D-SS-010	382	8	6	E Wilson Street (IDOT Route 25)
4	22D-SS-010	22D-SS-009	37	12	1	E Wilson Street
5	22D-SS-033	22D-SS-018	222	6	2	N. Washington (IDOT Route 25)
6	15D-SS-006	15D-SS-007	401	8	9	Orion Rd
7	15D-SS-020	15D-SS-001	65	8	1	Orion Rd
8	15D-SS-001	15D-SS-002	83	8	2	Orion Rd
9	23A-SS-011	23A-SS-010	379	10	6	Spring St
10	23A-SS-010	23A-SS-009	226	10	6	Spring St
11	23A-SS-009	23A-SS-008	119	10	2	Spring St
12	23A-SS-008	23A-SS-007	72	10	2	Spring St
13	23A-SS-007	23A-SS-006	189	10	4	Spring St
14	23A-SS-006	23A-SS-005	270	10	5	Spring St
15	16D-SS-016	16D-SS-015	216	8	6	Britta Lane
16	16D-SS-015	16D-SS-013	329	8	6	Britta Lane
35	22E-SS-062	22E-SS-061	122	12	4	Main Street
36	22F-SS-070	22F-SS-021	225	24	4	Main Street

Totals 4050 109

Total Sanitary Sewer CIPP by Pipe Size	
Total Length of 6-in San Sewer CIPP	578
Total Length of 8-in San Sewer CIPP	1833
Total Length of 10-in San Sewer CIPP	1255
Total Length of 12-in San Sewer CIPP	159
Total Length of 24-in San Sewer CIPP	225

Total Length 4050

City of Batavia - Storm Sewer CIPP Lining Locations						
Location No.	Storm Sewer Segment		Length feet	Diameter inches	Material	Street/Easement Location
	Upstream	Downstream				
1	22516	22515	38	8	VCP	N Jackson St
2	22515	26526	411	12	VCP	N Jackson St
3	26995	26994	27	8	VCP	N Jefferson St
4	26994	26993	12	10	VCP	N Jefferson St
5	26993	38741	340	10	VCP	N Jefferson St
6	38741	21785	34	10	VCP	N Jefferson St
7	22520	22519	38	8	VCP	N Jefferson St
8	22518	22519	53	8	VCP	N Jefferson St
9	22517	22519	37	8	VCP	N Jefferson St

Totals 990

Total Storm Sewer CIPP by Pipe Size	
Total Length of 8-in San Sewer CIPP	193
Total Length of 10-in San Sewer CIPP	386
Total Length of 12-in San Sewer CIPP	411

Total Length 990

The Owner reserves the right to eliminate any of the Locations for budgetary reasons.

SSRBC *Standard Specifications for Road and Bridge Construction in Illinois – Illinois
Department of Transportation, Current Edition.*

SSWSMC *Standard Specifications for Water and Sewer Main Construction in Illinois, Illinois
Society of Professional Engineers, etal., Current Edition.*

3. In submitting this Proposal, the undersigned acknowledges receipt of the following addenda: 1, 2, 3, _____, _____, _____, _____, and _____.
4. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
5. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
6. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
7. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
8. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
9. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the Owner and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. **The undersigned agrees to substantial completion of the work within ninety (90) calendar days and final completion of the work within one hundred twenty (120) calendar days of the date stipulated on the "Notice to Proceed"**, unless additional time shall be granted by the OWNER in accordance with the provisions of the

specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the Owner. The added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of Owner's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract can constitute such damages.

10. Provisions for Liquidated Damages are set forth in the Agreement.

11. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by Owner because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.

12. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid.

- A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

13. Each person signing the bid shall certify that:

- A. He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (12) above; or
- B. He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (12) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (12) above.

14. The undersigned herein agrees that **at least 51% of the contracted work** will be completed by the General Contractor. Subcontractors may be used as long as their portion of the contracted work is the minority share of the project in cost. The use of subcontractors will also require the written approval of the City of Saint Charles, Geneva, and Batavia.

BID SECURITY

**ATTACH BANK DRAFT, BANK CASHIER'S CHECK, CERTIFIED CHECK OR A BID
BOND INSERTED HERE.**

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(If an Individual) Signature of Bidder: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Bidder _____

Business Address: _____

(Insert Names and addresses of all members of the Firm)

(If a Corporation) Corporate Name Hoerr Construction Inc. (SEAL)

Signature Max P. Hoerr II

President

Attested by: Max P. Hoerr II

Secretary

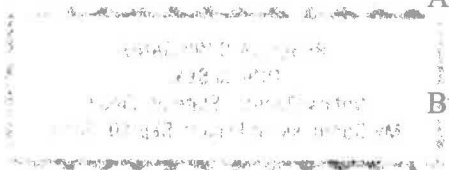
Business Address 1416 County Road 200 North

Goodfield, IL 61742

(Insert Names of Officers) President Max P. Hoerr II

Secretary Max P. Hoerr II

Treasurer Robert J. Gilbride



CERTIFICATE OF NON-DISQUALIFICATION

UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly ~~sworn~~ ^{affirmed}, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and Dupage Counties, Illinois, that

Hoerr Construction Inc.

(Contractor)

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-4 of the Illinois Revised Statutes.

Hoerr Construction Inc.

Name of Contractor

Max P. Hoerr

Signature

Max P. Hoerr

Print/Type Name

President

Title

Subscribed and ~~sworn~~ ^{affirmed} to before me this 9 day of August, 2017.

Rebecca C. Wiegand

Notary Public

9-10-19

Commission Expires

Notary Seal



NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1**

The undersigned, upon being first duly ^{affirmed} ~~sworn~~, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that

Hoem Construction Inc
(Contractor)

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

Hoem Construction Inc.
Name of Contractor

Max P. Hoem II
Signature

Max P. Hoem II
Print/Type Name

President
Title

Subscribed and ^{affirmed} ~~sworn~~ to before me this 9 day of August, 2017.

Rebecca C. Wiegand
Notary Public

9-10-19
Commission Expires

Notary Seal



CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly ^{affirmed} sworn, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and Dupage Counties, Illinois, that

Hoerr Construction Inc

(Contractor)

shall comply with all local, state and federal safety standards.

Hoerr Construction Inc

Name of Contractor

Max P. Hoerr II

Signature

Max P. Hoerr II

Print/Type Name

President

Title

Subscribed and ^{affirmed} sworn to before me this 9 day of August, 2017.

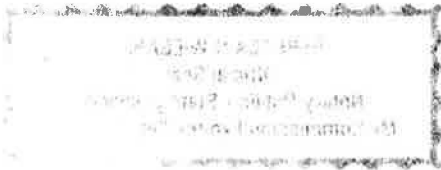
Rebecca C Wiegand

Notary Public

9-10-19

Commission Expires

Notary Seal



**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly ^{affirmed} sworn, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and Dupage Counties, Illinois, that

Avem Construction Inc.
(Contractor)

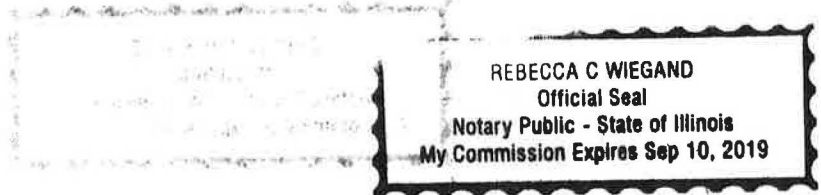
complies with the Illinois Human Rights Act as amended by Section 2 - 105, Public Act 87 - 1257 in relation to employment and human rights.

Avem Construction Inc
Name of Contractor
Max P. Heem II
Signature
Max P. Heem II
Print/Type Name
Resident
Title

Subscribed and ^{affirmed} sworn to before me this 9 day of August, 2017.

Rebecca C. Wiegand
Notary Public
9-10-19
Commission Expires

Notary Seal



CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly ^{affirmed} sworn, hereby certifies to the City of St.

Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that all work under this contract shall

comply with the Illinois Prevailing Wage Act, 820 ILCS 130/01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

The undersigned, upon being first duly sworn, hereby certifies to the City of St.

Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that the bidder will file their substance

abuse prevention plan.

Hoerr Construction Inc

Name of Contractor

By: M. P. Hoerr

State of Illinois),

ss.

County of Tazewell

Subscribed and ^{affirmed} sworn to before me this 9 day of August, 2017.

Rebecca C. Wiegand

Notary Public

REBECCA C WIEGAND
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 10, 2019

CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly ~~sworn~~ ^{affirmed}, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that Heer Construction Inc (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

Heer Construction Inc
Name of Bidder

By: M. P. Heer

State of Illinois),

ss.

County of Tazewell

Subscribed and ~~sworn~~ ^{affirmed} to
before me this 9 day
of August, 2017.

Rebecca C. Wiegand

Notary Public

JH:cb



FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS WILL BE ACCEPTED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, GENEVA, OR BATAVIA UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

Max P. Henert

being first duly ~~sworn~~ ^{affirmed}, deposes and says that he is the President
of Henert Construction Inc
(Title or Officer)

and that he has authority to make the following affidavit; that he has knowledge of the City of St. Charles', Geneva's, and Batavia's standards relating to Fair Employment Practices and knows and understands the contents thereof;

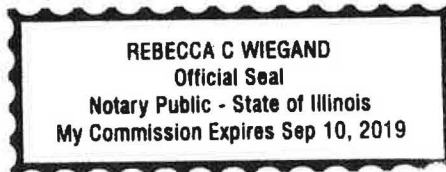
that he certifies hereby that it is the policy of Henert Construction Inc
(Name of Company)

to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, creed, color, religion, age, sex or physical or mental handicap; and that the company has and enforces policies which prohibit sexual harassment in the workplace.

Max P. Henert
(Signature)

SUBSCRIBED and ~~sworn~~ ^{affirmed} to before me this 9 day of August, 2017, 2016.

Rebecca C. Wiegand
(Notary Public)



END 00300

