

PROPOSAL SUBMITTED BY:

**GENEVA CONSTRUCTION CO.**

Contractor's Name

**P.O. BOX 998**

Street

**AURORA, IL 60507-0998**

P.O. Box

City

State

Zip Code



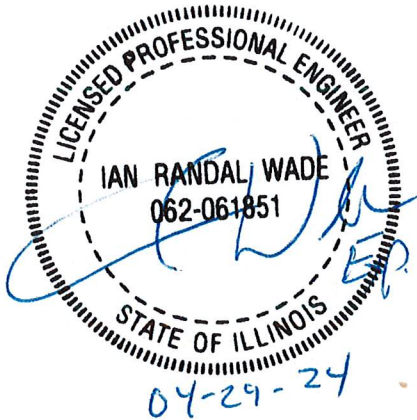
CITY OF AURORA  
KANE COUNTY  
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

**Public Works Facility Site Work Phase 2**

**AURORA, ILLINOIS**

April 2024  
Bid Number 24-065



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

Bid Number 24-065

# PROPOSAL

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

GENEVA CONSTRUCTION CO.

1. Proposal of \_\_\_\_\_  
for the improvement known as the **Public Works Facility Sitework Phase 2, Bid 24-065**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

**Bid Number 24-065**

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**City of Aurora**  
**NOTICE TO BIDDERS**  
**24-065**

**Time and Place of Opening of Bids**

Sealed proposals for the purchase described below will be received at the office of the City Clerk, 44 E Downer Place, 1<sup>st</sup> Floor, Aurora, IL 60505 until **11:00 AM, Wednesday, May 15, 2024**. Proposals will be opened and read publicly at the above address on Wednesday, May 15, 2024 at 11:00 AM for those wishing to attend in person. The bid opening will also be live streamed, access details to be provided to plan holders.

**Description of Work**

Name: Public Works Facility Sitework Phase 2

Location: 2100 E. New York Street, Aurora, IL

Scope of Services: Phase 1 of the sitework required for the construction of an approximately 200,000 SF public works facility, which included mass grading of the 25-acre parcel, installation of onsite utilities, pavement (stone and binder) for the central road and west storage yard, construction of a salt storage dome, and more, was recently completed. Construction of the main building is ongoing and construction of a new onsite fueling station is set to begin in Summer 2024. Phase 2 includes all remaining site work such as aggregate base, curb/gutter and binder asphalt east of the central road (around main building and fueling station), surface asphalt throughout the site, fencing, reinforced concrete site walls, and minor landscaping and utility work.

**Bidder Instructions**

1. Plans, specifications, and proposal forms may be obtained online at: <https://www.aurora-il.org/bids.aspx>, beginning Monday, April 29, 2024.
2. There will be **no pre-bid meeting** for this RFB.
3. All questions should be sent to the purchasing division at [purchasingdl@aurora.il.us](mailto:purchasingdl@aurora.il.us) by 2 pm Wednesday May 8, 2024 so that an addendum can be issued by no later than Friday, May 10, 2024 if required. All questions received after Wednesday, May 8, 2024, will not be addressed.
4. Prequalification of Bidders as contained in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" is required on this project. All proposals must be accompanied by a proposal guaranty as outlined in the Proposal form.
5. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
6. Any bidder who owes the City money may be disqualified at the City's discretion.
7. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
8. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
9. The City of Aurora has a local preference ordinance that would apply to this contract.

By Order of  
*City Clerk*  
*City of Aurora*

**Bid Number 24-065**

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

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

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



Route Various
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

WE Geneva Construction Company, P.O. Box 998, Aurora, IL 60507 as PRINCIPAL, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196 as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 30th day of April 2024

Principal Geneva Construction Company (Company Name) By: Cass Price, Vice President (Signature and Title)

(Company Name) (Signature and Title)

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

Surety Fidelity and Deposit Company of Maryland (Name of Surety)

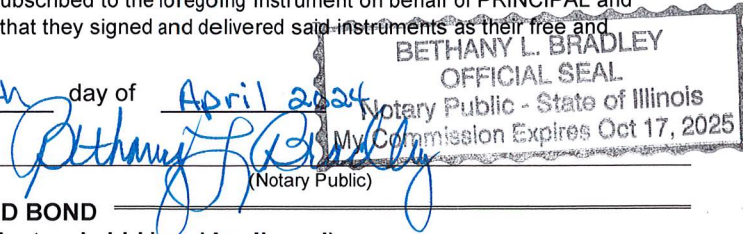
By: Brian V. Konen (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF Kane I. Bethany L. Bradley, a Notary Public in and for said county, do hereby certify that Cass Price

( Insert names of individuals signing on behalf of PRINCIPAL & SURETY) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of April 2024

My commission expires 10-17-2025



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name) (Signature and Title) Date

STATE OF ILLINOIS,

COUNTY OF DuPage

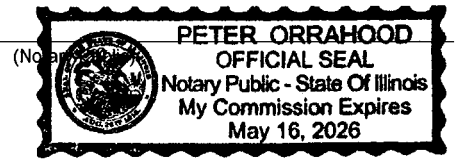
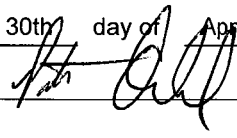
I, Peter Orrahood, a Notary Public in and for said county,  
do hereby certify that Brian V. Konen

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of Apr. 2024

My commission expires 5/16/2026





**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brian V. KONEN, Jerry S. KNUDTSON, Terry P. KARTHEISER and Tammy L. KOLSCHOWSKY, all of Aurora, Illinois, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of July, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 15th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

### Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived . This amount is reflected in the total premium for this bond.

### Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

### Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

### Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

# SCHEDULE OF PRICES

RFB 24-065

Public Works Facility Sitework Phase 2

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
Select Granular Trench Backfill	CY	110	50.00	5500.00
Unsuitable Soil Removal and Replacement	CY	200	90.00	18,000.00
Earth Excavation and Spoils Removal	TON	6,000	22.00	132,000.00
Sanitary Sewer, 8" PVC C-900	FT	45	150.00	6750.00
Remove Sanitary Cleanout and connect to 8" PVC	EA	1	1000.00	1000.00
Connect to Existing Opening in Sanitary Manhole	EA	1	1000.00	1000.00
Storm Sewer, 8" PVC C-900	FT	94	125.00	11,750.00
Storm Sewer - 12" RCP	LF	114	80.00	9120.00
Storm Sewer - 15" RCP	LF	336	90.00	30240.00
Storm Catch Basin, Type C, 2' dia.	EA	4	3500.00	14,000.00
Storm Inlet, Type A, 2' dia.	EA	2	1800.00	3600.00
Storm Manhole, Type D, 4' dia.	EA	4	3000.00	12,000.00
Connect to Existing Storm Manhole	EA	1	1000.00	1000.00
Adjust Curb Frame & Grate	EA	13	389.90	5068.70
Relocate 15" RCP Flared End Section w/Grate	EA	1	1000.00	1000.00
Rip Rap, IDOT RR3	SY	35	100.00	3500.00
PCC Sidewalk Removal	SF	50	4.00	200.00
Combination Curb and Gutter Removal	LF	190	15.00	2850.00
HMA Pavement Removal	SY	200	17.00	3400.00
PCC Concrete Pavement Removal	SY	350	23.50	8225.00
PCC Concrete Pavement, 10" w/Welded Wire	SY	425	121.00	51,425.00
PCC Cast in Place Walls, 8' Max (North Mulch Area)	LF	190	1206.25	229,187.50
PCC Cast in Place Walls, 8' Max (Transfer Pad)	LF	305	1206.25	367,906.25
Non-Woven Geotextile Fabric, 8 oz	SY	15,310	2.00	30,620.00
Aggregate Base Course, CA-6, 4"	SY	7,324	6.70	49,070.80
Aggregate Base Course, CA-6, 12"	SY	15,310	16.00	244,960.00
HMA Binder Course	TON	8,776	71.60	628,361.60
HMA Surface Course, 2"	TON	5,738	83.70	480,270.60
Aggregate Shoulder, 12", CA-6	SY	30	58.00	1740.00
Aggregate Base Course, CA-6, 6" (Bike Path)	SY	420	11.00	4620.00
HMA Surface Course, 4" (Bike Path)	TON	112	118.00	13,216.00
Combination PCC Curb and Gutter, B.6-12	LF	5,300	29.60	156,880.00
PCC Sidewalk, 5"	SF	9,250	11.35	104,987.50

**Bid Number 24-065**

Detectable Warnings	SF	260	40.00	10,400.00
Ornamental Fence (Remove and Relocate with new Posts)	LF	155	76.00	11,780.00
Ornamental Fence (Install Only)	LF	185	62.00	11,470.00
Ornamental Fence (Furnish and Install)	LF	430	218.00	93,740.00
Chain Link Fence	LF	720	60.80	43,776.00
Dumpster Pad Screening with Gates	LS	1	31,920.00	31,920.00
Ornamental Access Gate (Install only)	EA	2	5425.00	10,850.00
Ornamental Access Gate (Furnish and Install)	EA	1	21,640.00	21,640.00
Sliding Gate Controller (Install only)	EA	2	6720.00	13,440.00
R7-8 Accessible Parking Sign on Uni-Strut Post	EA	3	650.00	1950.00
Seeding - Aurora Mix	SY	8,000	2.00	16,000.00
Topsoil Placement from On-site Stockpile, 6"	SY	7,000	3.00	21,000.00
Topsoil Furnish and Placement, 6"	SY	1,000	6.50	6500.00
Pavement marking, Symbols	SF	20	28.00	560.00
Pavement marking, 4" Yellow	LF	5,900	0.75	4425.00
Items Ordered by Engineer	LS	1	\$ 200,000.00	\$ 200,000.00
Non-Special Waste Disposal	TON	50	50.00	2500.00
Special Waste Disposal	TON	50	50.00	2500.00
Traffic Control and Protection, Liberty St Improvements	LS	1	20,000.00	20,000.00
Total Amount				3,157,899.95



(If an individual)

**Signatures**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name GENEVA CONSTRUCTION CO.

Signed By CASS W. PRICE, VICE PRESIDENT  
President

Business Address P.O. BOX 998

AURORA, IL 60507-0998

President JOHN P. BRYAN

Secretary MICHAEL P. BRYAN

Treasurer JOHN MILLER

Attest: *Johnell*  
*Treasurer* ~~Secretary~~

**BIDDER'S CERTIFICATION**

I/We hereby certify that:

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

Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.
 

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

COMPANY NAME GENEVA CONSTRUCTION CO.

ADDRESS P.O. BOX 998

CITY/STATE/ZIP CODE AURORA, IL 60507-0998

NAME OF CORPORATE/COMPANY OFFICIAL CASS W. PRICE, VICE PRESIDENT

TITLE PLEASE TYPE OR PRINT CLEARLY

AUTHORIZED OFFICIAL SIGNATURE *Cass W. Price*

DATE 05/15/24

Subscribed and Sworn to

TELEPHONE (630) 892-4357

Before me this 15th day

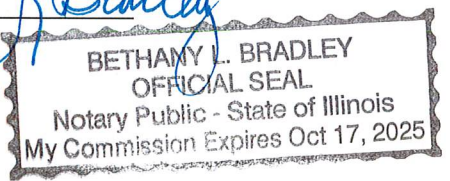
FAX No. (630) 892-7738

of May, 2024

E-MAIL ADDRESS CassP@genevaconstruction.com

*Bethany L. Bradley*  
Notary Public

**Bid Number 24-065**



**Apprenticeship or Training Program Certification**

**Return with Bid**

**All contractors are required to complete the following certification:**

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

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The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

*See ATTACHED*

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- III. Except for any work identified above, any bidder that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

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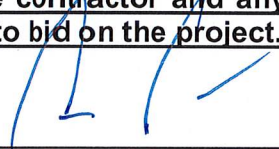
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The requirements of this certification and disclosure are a material part of the contract. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: GENEVA CONSTRUCTION CO.

Address: P.O. BOX 998 AURORA, IL 60507-0998

By:  \_\_\_\_\_

(Signature)

Title: CASS W. PRICE, VICE PRESIDENT



July 18, 2023

Geneva Construction  
1350 Aurora Ave.  
Aurora, IL 60505

To Whom It May Concern:

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

You may also use this letter as verification that Geneva Construction is indeed signatory to the Chicagoland Laborers District Council, is current and contribute to the Laborers Apprenticeship Fund.

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

Yours very truly,



Miranda Maddie  
Office Manager

**Labor Trustees**

James P. Connolly, *Chairman*  
Michael Bivins  
Shawn Fitzgerald  
Martin Flanagan  
Joseph V. Healy  
Lloyd "Curly" Vaughn

**Executive Director**

Keith Vitale

**Management Trustees**

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

**Carol Stream**  
1200 Old Gary Avenue  
Carol Stream, IL 60188



**Chicago**  
5700 West Homer St.  
Chicago, IL 60639



NORTHERN IL. OPCMIA LOCAL 11 JATC  
1102 RAIL DR. WOODSTOCK, IL 60098  
OFFICE: 815-527-7489  
FAX: 815-308-5295  
E-Mail: [joe@apprenticeshiplocal11.com](mailto:joe@apprenticeshiplocal11.com)

To whom it may concern:

07-17-2023.

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Geneva Construction is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program. Registration # (IL004890005)

Sincerely,

*Joseph L Savoia*

Joe Savoia  
Apprentice Coordinator Local 11 JATC  
1102 Rail Dr.  
Woodstock IL, 60098  
Office- 815-527-7489  
Email-[joe@apprenticeshiplocal11.com](mailto:joe@apprenticeshiplocal11.com)

# 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

August 2, 2023

Geneva Construction Company, Inc  
P.O. Box 998  
Indian Trail and Route 25  
Aurora, IL 60507

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

Dear Sir or Madam:

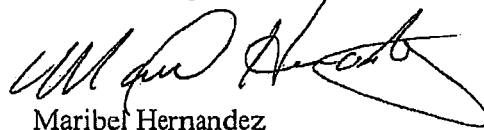
At the request of Geneva Construction Company, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Geneva Construction Company, 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  
Whitington, 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*  
*Revised June 23, 2011*

*Registration No.* IL008780173



*Walter J. Solis*  
*Secretary of Labor*  
*Al V. Hull*  
*State Administrator, Office of Apprenticeship*


STATE OF ILLINOIS )  
 ) ss.  
County of Kane )

**BIDDER'S TAX CERTIFICATION**

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

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

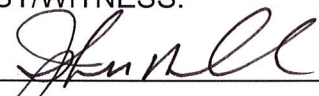
DATED this 15<sup>th</sup> day of May, 2027.

By   
(Signature of Bidder's Executing Officer)

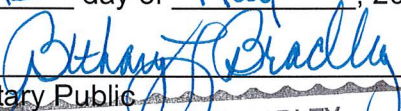
CASS W. PRICE, VICE PRESIDENT  
(Print name of Bidder's Executing Officer)

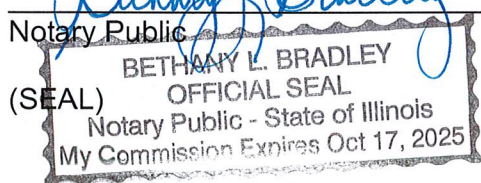
\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By   
Title Treasurer

Subscribed and sworn to before me this  
15<sup>th</sup> day of May, 2024

  
Notary Public



**Bid Number 24-065**



## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, amended with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: 05/15/2024
- 2) Name of Business: GENEVA CONSTRUCTION CO.
- 3) Address of Local Office: PO BOX 998
- 4) City, State, Zip: AURORA, IL 60507-0998
- 5) Company's Web Address: GENEVA CONSTRUCTION.NET
- 6) Phone: 630-892-4357 Fax: 630-892-7738
- 7) County your Local Business is Located In: Aurora IL

Submitted By (Signature): [Signature]

Print Name and Title: \_\_\_\_\_

Email Address: Cass@genevaconstruction.net

### Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
  - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
  - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

*Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.*

*Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.*

Return completed application, with all required backup documentation to:  
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507  
Or email to: [PurchasingDL@Aurora-il.org](mailto:PurchasingDL@Aurora-il.org)

Do not write below this line: For City of Aurora use ONLY

- (a) a.  
(a) b.  
(a) c.

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_

Initials: \_\_\_\_\_

SECRETARY OF STATE ALEXI GIANNOULIAS  
STATE OF ILLINOIS  
CORPORATE ANNUAL REPORT

(Form CDBCAF - Rev. 01/01/2023)

\*\*\*\*\* THIS REPORT CAN BE FILED ON-LINE @ www.ilsos.gov. \*\*\*\*\*

(USE BLACK INK)

GENEVA CONSTRUCTION COMPANY  
% JOHN P BRYAN  
PO BOX 998 1350 AURORA AVE  
AURORA IL 60507

04/11/2005  
Kane County

1-4. Verify information is accurate.

5. MUST list names and addresses of all officers and directors as of the date of signing. If you are the sole officer, please indicate. If more space is needed, enclose attachment with corporate file number on the attachment. If there has been a change in officers, please mark thru the incorrect information and set forth the correct information.

6. Changes to the authorized shares must be completed on form BCA 10.30 for Illinois Corporations. Foreign Corporations must file certified copies of amendment from state of incorporation. If any changes have been made to the issued shares, BCA form 14.30 must be completed and filed.

7. Verify Registered Agent on file is true and accurate. It will be necessary to file in this office form BCA 5.10 in order to make any changes in the Registered Agent's name and/or address. BCA 5.10 along with your \$25.00 fee MUST be submitted TOGETHER with the Annual Report in the SAME envelope.

7a. Insert the principal address of Corporation.

7b. THIS DOCUMENT MUST BE SIGNED BY AN AUTHORIZED OFFICER.

If submitting a form BCA 14.30, your previous allocation factor is 1.000000

All forms available at www.ilsos.gov. or call (217) 782-6961 to make requests. For questions regarding this form, please call (217) 782-7808.

DETACH AT PERFORATION AND SUBMIT PAYMENT. DO NOT SUBMIT PHOTOCOPY FOR FILING.

015790


1) Corporate Name GENEVA CONSTRUCTION COMPANY		2) File Number D 1865-578-1	3) State / Country Illinois	4) Inc / Qual Date 04/08/1926
5) President Name & Address JOHN P BRYAN 17F ASHE ROAD SUGAR GROVE 60554				
Secretary Name & Address MICHAEL P BRYAN 41W590 S BOWGREN CIRCLE ELBURN 60119				
Officer / Director Name & Address				
6) Share Information	Class	Series	Par Value	Number Authorized
	COMMON		.000000	10,000
				Number Issued as of 01/31/2024
				1,258.000
7) Registered Agent JOHN P BRYAN PO BOX 998 1350 AURORA AVE AURORA IL 60507 Kane County		YEAR 2024	7a) Principal Address of Corporation: 1350 Aurora Ave Aurora IL 60505 Street City State Zip Code	
		7b) Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to the provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Signature: [Signature] Title: President Date: 3/20/24		

## License Search

Search By: Company ▼  
Search Operator: Contains ▼  
Search Value:

SEARCH

### License #BUSR-00568

 Attachment

License Info	Additional Info	Site Info	Fees \$0.00	Inspections	Conditions	Reviews(1)
License No:	BUSR-00568					
Licensee Name:	GENEVA CONSTRUCTION COMPANY					
Type:	BUSINESS REGISTRATION PROGRAM					
SubType:	BUSINESS REGISTRATION PROGRAM					
Type of Ownership						
Status:	RENEWAL PROCESSED					
Issued:						
License Expire:	12/31/2024					
Applied:	12/23/2020					





# Illinois Department of Transportation

## Certificate of Eligibility

Geneva Construction Company, Inc.  
P. O. Box 998 Aurora, IL 60507

Contractor No 2030

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

UNLIMITED

001	EARTHWORK	\$2,925,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$675,000
017	CONCRETE CONSTRUCTION	\$15,125,000
032	COLD MILL PLAN. & ROTOMILL	\$7,825,000
08A	AGGREGATE BASES & SURF. (A)	\$5,600,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/18/2024 TO 4/30/2025 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 4/18/2024.

  
Engineer of Construction