PROPOSAL SUBMITTED BY:		
GENEVA CONSTRUCTION CO.		
Contractor's Name		
P.O. BOX 998		
Street		P.O. Box
AURORA, IL 605	07-0998	
City	State	Zip Code

# **CITY OF AURORA**

KANE & DUPAGE COUNTY
STATE OF ILLINOIS



SPECIFICATIONS, CONTRACT PROPOSAL FOR THE IMPROVEMENT OF

2016 CITYWIDE TRAFFIC CALMING PROGRAM

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### Notice to Contractors – City of Aurora

### Various Traffic Calming Median Installation

### Time and Place of Opening of Bids:

Sealed proposals for the improvement described below will be received at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507 until 2:00 PM, September 7, 2016. Proposals will be opened and read publicly at that time.

### **Description of Work:**

The work includes installation of approximately five median islands of 30 to 50 feet in length at various locations throughout the City. This will include pavement sawcutting and removal, some asphalt transition widening, pcc curb installation and nominal landscaping.

### **Bidders Instructions:**

- 1. Plans and proposal forms will be available in the office of the Department of Engineering, 44 E. Downer Place, Aurora, IL 60507 for \$25.00 (non-refundable). Contact Person: Eric J. Gallt (630)256-3237.
- 2. Prequalification of Bidders, as contained in IDOT's Check Sheet LRS 6 in the "Supplemental Specifications and Recurring Special Provisions", is required on this project.
- 3. All proposals must be accompanied by a proposal guaranty as outlined in the Proposal form.
- 4. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in the Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
- 5. Bidders shall follow all instructions as stated in the specifications.

By Order of the City of Aurora Wendy McCambridge, City Clerk

# State of Illinois DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

### I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

### II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job, classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5)That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes

of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

# State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads and Streets SPECIAL PROVISION FOR

WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999 Revised: January 1, 2014

- 1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
- 3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

# CITY OF AURORA GENERAL SPECIFICATIONS SECTION 1 - DEFINITION OF TERMS

### 1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, inviting bids for the construction of this improvement.

### 1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

### 1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

### 1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

### 1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

### 1.6 CITY CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

### 1.7 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

### 1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

### 1.9 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

### 1.10 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

### 1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the Illinois Department of Transportation.

### 1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

### 1.13 PERFORMANCE BOND

The term Performance Bond shall be understood to mean the bond, executed by the Contractor and his surety, guaranteeing complete execution of the contract.

### **1.14 PLANS**

Wherever the word plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed plans or reproductions thereof pertaining to the construction involved.

### 1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

### 1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

### 1,17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

### 1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

### 1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

### 1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

### 1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

### 1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

### 1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

# SECTION 2 AWARD AND EXECUTION OF CONTRACT

### 2.1 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.

### 2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

### 2.3 BONDS AND INSURANCE

The bidder to whom the award of contract is made will be required under this contract to furnish a Performance Bond acceptable to the Engineer in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

### 2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said Contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligations hereof.

### 2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of ten (10) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

### 2.6 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

### 2.7 WAIVER OF TRAIL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

### SECTION 3 SCOPE OF THE WORK

### 3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

### 3.2 SPECIAL WORK

Should any construction conditions which are not covered by the plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

### 3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

### 3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

### 3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

### 3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

### 3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

### SECTION 4 CONTROL OF THE WORK

### 4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

### 4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

### 4.3 DEVIATIONS FROM THE PLANS

No deviation from the general plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the plans, profiles and drawings, and provided for in the specifications.

### 4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

### 4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

### 4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the plans and specifications on the job at all time.

### 4.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

### 4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

### SECTION 5 CONTROL OF MATERIALS

### 5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

### 5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

### 5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

### 5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

# SECTION 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### 6.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

### 6.2 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

### 6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

### 6.4 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to insure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

### 6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

### 6.6 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

### 6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents, and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

**Bodily Injury Liability** 

### Property Damage Liability

Each Occurrence \$3,500,000 Each Occurrence \$500,000 Aggregate \$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

### 6.8 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

# SECTION 7 PROSECUTION AND PROGRESS OF WORK

### 7.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

### 7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

### 7.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City, and the Contractor shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

### 7.4 COMPLETION DATE

The Contractor shall schedule their construction operations in such a manner so as to be substantially complete by **November 17**<sup>th</sup>, **2016**.

Substantially complete shall mean the completion of all work except for minor punch list items.

### 7.5 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

### Submission of Bid Breakdown

Within 15 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

### Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew

or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

### ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

### **PROPOSAL**

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

1.	Proposal of	GENEVA CONSTRUCTION CO.	
	for the improv	vement of 2016 Citywide Traffic Calming Program.	

- 2. The plans for the proposed improvements are those prepared by CMT (Crawford, Murphy & Tilly, Inc.) for 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, 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 ten (10) days after receiving the notice of award of the contract.
- 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 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.
- 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 <u>5% Bid Bond</u> 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 specification shall follow City's Traffic Calming standards and the entire set of specifications shall be submitted with each proposal.
- 25. 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.
- 26. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:

### **Schedule of Prices**



### 2016 Citywide Traffic Calming Program

Route	Various	
County	Kane & DuPage	
Local Agency	City of Aurora	
Section		

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

NO	. <u>ITEM</u>	UNIT	QUANTITY	UNIT COST	AMOUNT
1	EARTH EXCAVATION	CU YD	65	107.00	69 55.00
2	TOPSOIL EXCAVATION AND PLACEMENT, 6-inch	SQ YD	254	20.00	5080.00
3	MULCH, METHOD 1	ACRE	0.21	13,150.00	2761.50
4	SUBBASE GRANULAR MATERIAL, TYPE B	TON	65	39.00	2535.00
5	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	207	150.00	31050.00
6	PAVEMENT REMOVAL	SQ YD	339	37.00	12,543.00
7	CONCRETE CURB, TYPE B	FOOT	32	44.00	1408.00
8	COMB CC&G TM4.12	FOOT	595	40.00	23,800.00
9	SIGN PANEL - TYPE 1	SQ FT	52	15.50	806.60
10	METAL POST - TYPE A	FOOT	324	10.00	3240.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4" WHITE	FOOT	700	4.00	2800.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 6" YELLOW	FOOT	120	<b>১. ১</b> ০	660.00
13	CONSTRUCTION LAYOUT	LSUM	1	3000.00	300-00
14	ITEMS AS ORDERED BY THE ENGINEER	LSUM	1	\$5,000.00	\$5,000.00
15					***************************************
16					
17			***************************************		***************************************
18				***************************************	
19					
20					
		Bi	der's Total Proposa	for Making Entire Improvements =	101,638.50

(If an individual)

Signatures	\$
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(If an individual)	Signature of	Bidder
	Business Add	dress
(If a partnership)		
	Firm Name _	
	Signed by	
	Business Add	dress
	1nn out	- <u></u> -
	Insert Names and Addresses of	· · · · · · · · · · · · · · · · · · ·
	All Partners	
(If a corporation)		Λ
	Corporate Na	ame / GÉNEVA CONSTRUCTION CO.
	Signed By	CASS W. PRICE, VICE PRESIDENT President
	Business Add	PO BOY 008
	·	AURORA, IL 60507-0998
		President John P. Bryan
		Secretary Michael P. BIJAN
$\bigcap$		Treasurer Jow m.IIJ
Attest: Treas	wey - <del>Secretar</del>	<del>-</del> y



### Local Agency Proposal Bid Bond

		Route	Various City Streets
		County	Kane & DuPage
	RETURN WITH BID	Local Agency	City of Aurora
		Section	An arrange of the second secon
WE	Geneva Construction Company, P.O. Box 998, Aurora, IL	60507	as PRINCIPAL.
and	Fidelity and Deposit Company of Maryland, P.O. Box 1227,	Baltimore, MD 21203	as SURETY.
the amou	iointly, severally and firmly bound unto the above Local Agency (hereafter re int specified in the proposal documents in effect on the date of invitation for t s, administrators, successors, and assigns, jointly pay to the LA this sum und	bids whichever is the lesser su	m. We bind ourselves, our heirs,
WHEF through it	REAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that is awarding authority for the construction of the work designated as the abov	i, the said PRINCIPAL is subm ve section.	itting a written proposal to the LA acting
shall with of the req Specifica	EFORE if the proposal is accepted and a contract awarded to the PRINCIPA in fifteen (15) days after award enter into a formal contract, furnish surety gu juired insurance coverage, all as provided in the "Standard Specifications for tions, then this obligation shall become void; otherwise it shall remain in full	uaranteeing the faithful perform r Road and Bridge Constructio force and effect.	ance of the work, and furnish evidence n" and applicable Supplemental
preceding with all co	E EVENT the LA determines the PRINCIPAL has failed to enter into a formage paragraph, then the LA acting through its awarding authority shall immedia burt costs, all attorney fees, and any other expense of recovery.	itely be entitled to recover the f	full penal sum set out above, together
	STIMONY WHEREOF, the said PRINCIPAL and the said SURETY have can e officers this 7th day of September, 2016	used this instrument to be sign	ed by their
	Principal		
	Geneva Construction Company (Cømpany Name)	(Comp	pany Name)
Ву:	, Vice President By:	(Signatu	ure and Title)
/If DDI	Cass Price (Signature and Title) INCIPLE is a joint venture of two or more contractors, the company names, is	1	
(II FIXI	Surety /		
Fideli	ity and Deposit Company of Maryland	1 19	
		Brian V. Konen (Signature of	f Attorney-in-Fact)
	OF ILLINOIS,  Kendall		
COUNT	TUE	and for said county,	
do herel	by certify that Cass Price and Brian V.	Konen	
	( Insert names of individuals significant programmes and individuals significant programmes are significant programmes and individuals significant programmes are significant programmes.)	gning on behalf of PRINCIPAL & S	
who are e	each personally known to me to be the same persons whose names are sub , appeared before me this day in person and acknowledged respectively, that	at they signed and delivered sa	id instruments as their free and
voluntary	act for the uses and purposes therein set forth.		
,	Given under my hand and notarial seal this 7th	day of Septemb	oer, 2016 OFFICIAL SEAL  ELIZABETH A SIMPSON
My com	mission expires 4/30/18	WOTH U: SLNJS (Noyary F	NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 4/30/20
	ELECTRONIC BOD E	BOND -	
The Prir an elect the Prin venture	ctronic bid bond is allowed (box must be checked by LA if elect incipal may submit an electronic bid bond, in lieu of completing the a stronic bid bond ID code and signing below, the Principal is ensuring cipal and Surety are firmly bound unto the LA under the conditions of two or more contractors, an electronic bid bond ID code, compartor in the venture.)	bove section of the Propose the identified electronic bid of the bid bond as shown al	al Bid Bond Form. By providing bond has been executed and bove. (If PRINCIPAL is a joint
	Electronic Bid Bond ID Code	(Company/Bidder Name)	<del></del>

(Signature and Title)

Date

# 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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, 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 and Terry P. KARTHEISER, 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 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 31st day of March, A.D. 2016.

ATTEST:

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







Vice President Michael Bond

By:

Secretary Eric D. Barnes

Lie D. Bairf

State of Maryland

County of Baltimore

On this 31st day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and ERIC D. BARNES, 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, deposeth 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.

Maria D. Adamski, Notary Public

My Commission Expires: July 8, 2019

### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of September \_\_, 20\_16.







Gerald F. Haley, Vice President

Gerald 7. Haley



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# 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 17 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.

Copyright Zurich American Insurance Company 2003

### **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 City of Aurora Ordinance No. O11-028, adopted on June 28, 2011.
- 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.

<u>s</u>	Contractor shall check the box indicating that a copy of applicable program certification is attached.

- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- 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" (30 I LCS 560 effective June 16, 2010).

COMPANY NAME	GENEVA CONSTRUCTION CO.	
ADDRESS	P.O. BOX 998	
CITY/STATE/ZIP CODE	AURORA, IL 60507-0998	
NAME OF CORPORATE/C	OMPANY OFFICIAL PLEASE TYPE OR PRINT CLEARLY	
TITLE CASS W. PI	RICE, VICE PRESIDENT	
AUTHORIZED OFFICIAL S	SIGNATURE	
DATE 091071201	Subscribed and Sworn to	
TELEPHONE (63% ) B	Before me this 6 day	
FAX No. ( <u>いる)</u> 09ンプ	of <u>September</u> , 2016  Anne M. Tharter OFFICIAL SE ANNE M THAC	:AL

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/16/18

# Apprenticeship or Training Program Certification

Return with Bid

All cont	ractors are required to complete the following certification:
,	
[ <u>*</u> ] Fo	r this contract proposal or for all groups in this deliver and install proposal.
□ Fo	r the following deliver and install groups in this material proposal:
requires all other bidders' approve and Trai	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, this contract to be awarded to the lowest responsive and responsible bidder. In addition to responsibility factors, this contract or deliver and install proposal requires all bidders and all subcontractors to disclose participation in apprenticeship or training programs that are it by and registered with the United States Department of Labor's Bureau of Apprenticeship hing, and applicable to the work of the above indicated proposals or groups. Therefore, all are required to complete the following certification:
l.	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 further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
111.	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. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.
	Sec ARACMED

VI.	part of the work of the contract or deliver a partners or members and not by employe	bidder or subcontractor that shall perform all or and install proposal solely by individual owners, es to whom the payment of prevailing rates of llowing box, and identify the owner/operator
		·
contractor bidder is r craft job c	shall require this certification provision to lesponsible for making a complete report are ategory that will be utilized on the project is	e are a material part of the contract, and the be included in all approved subcontracts. The nd shall make certain that each type of work or accounted for and listed. The City of Aurora f Registration issued by the United States
<u>Departme</u>	ent of Labor evidencing such participat	ion by the contractor and any or all of its
<u>subcontra</u>	actors be included with the bid in order	to qualify to bid on the project.
Bidder:	GENEVA CONSTRUCTION CO.	By:
Address:	P.O. BOX 998	Title: CASS W. PRICE SIDENT
	AURORA IL 60507-0998	



22 April 2016

Executive Director
Thomas Nordeen

Labor Trustees
James P. Connolly
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
Joe Riley

Ms. Peggy Givens
Payroll Manager
Geneva Construction Co., Inc.
P.O. Box 998
Indian Trail and Route 25
Aurora, Illinois 60507-0998

Management Trustees

Seth Gudeman Shane Higgins Joseph Koppers Robert G. Krug David Lorig William Vignocchi Dear Ms. Givens:

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 Co., Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

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

Yours very truly,

Robbin L. Blakely Office Manager

RLB ENC



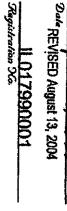
# States Bepartnent of the Contract of the Contr

Office of Apprenticeship Training, Timployer and Anhor Services Chicagoland Laborers J.A.T.C. Carol Stream, Illinois For the Trade - Construction Craft Laborer Purean of Apprenticeship and Training Certificate of Registration

Registered as part of the Xational Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Gabor

April 12, 1999

Data REVISED August 13, 2004





1979 Janes Services

Office of Apprenticeship Training, Finjulyer and Jahor Services Animical was defeathmanted in treaming Aestificate of Aegistration ting Engineers Local #150

May 5, 2002

<u> 1012020003</u>



with the basic standards of

apprenticeship

Program

by the Secre

Report Chair

aperationing Training Employer and Bater Sami

# CEMENT MASONS' UNION LOCAL NO. 502

"Unified Strength Since 1914"

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA

739 SOUTH 25th AVENUE - BELLWOOD, ILLINOIS 60104 PHONE: 708-544-9100 FAX: 708-544-0232

Friday, April 22, 2016

Reference: Geneva Construction

To Whom It May Concern:

Geneva Construction is in good standing, and participates in our Apprenticeship Program.

Our Apprenticeship Program #1L008820041 is registered with the Department of Labor, Office of Apprenticeship.

If you have any questions, please feel free to call 708-544-9100.

Sincerely,

Lawrence J. Picardi Sr.
Secretary Treasurer



# Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431 Office: (815) 773-0700 Fax: (815) 773-1122 Info@illinoisteamsterstraining.org

April 22, 2016

To Whom It May Concern:

This letter will certify that Geneva Construction, is currently contributing and is current with its contributions, as of March 2016, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

Rose Wyler

Administrative Assistant

cc: file

# NORTHERN ILLINOIS PLASTERERS & CEMENT MASONS JOINT APPRENTICESHIP & TRAINING PROGRAM

Alonzo Schumann Apprenticeship Coordinator 1102 Rail Dr., Woodstock, IL 60098 Office/Fax 815-527-7489—Cell 630-277-3631

April 22, 2016

To whom it may concern:

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.

Alonzo Schumann Apprenticeship Coordinator/

<u> Alonza Schumann</u>

# One Comited States Department of Fabor.

Certificate of Registration of Apprenticeship Program Office of Apprenticeship

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship N. IL Cement Masons & Plasterers JATC Local #11
Rockford, Illinois For the Trades – Cement Mason and Plasterer established by the Secretary of Babor

July 26, 1989

Revised: August 6, 2012

Registration No. IL004-890005



Hulla I Salis
Secretary of Babar

Abnanistrator, Office of Supprenticeship

STATE OF ILLING	NS)	
	)	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	day of _ By	(Signature of Bidder's Executing Officer  CASS W. PRICE, VICE PRESIDENT  (Print name of Bidder's Executing Officer
ATTESTAVITNESS:  By Mell  Title Treasurer		(Title)
Subscribed and sworn to before me this  day of September, 2016.  Motary Public  (SEAL) OFFICIAL SEAL  ANNE M THACKER  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES:07/16/18		

Affidavit of Availability For the 9/7/2016

(Letting date)

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bld" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	60R28					
Contract With	IDOT	PRIVATE	YORKVILLE	PRIVATE		
Estimated Completion Date	11/16	11/16	07/17	11/16		
Total Contract Price	333,300.00	185,900.00	4,307,500.00	1,289,400.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		41,600.00	2,354,300.00	741,700.00	0.00	3,137,600.00
Uncompleted Dollar Value If Firm is the Subcontractor	41,700.00					41,700.00
				Total Value of All Work	<del></del>	3,179,300.00

### Part II. Awards Pending and

List below the uncompleted dollar value of work subcontracted to others will be listed on the revers company. If no work is contracted, show NONE.	c for each contract a e of this form. In a	and awards pending joint venture, list o	g to be completed w nly that portion of th	rith your own forces e work to be done b	. All work by your	Accumulated Totals
Earthwork			40,600.00			40,600.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	33,700.00	41,600.00	709,900.00	327,600.00		1,112,800.00
HMA Paving			73,500.00			73,500.00
Clean & Seal Cracks/Joints	4,600.00					4,600.00
Aggregate Bases & Surfaces			48,900.00	82,400.00		131,300.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats	2,200.00		200.00	10,900.00		13,300.00
Concrete Construction			279,300.00	320,800.00		600,100.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting			·			0.00
Signing					· · · · · · · · · · · · · · · · · · ·	0.00
Cold Milling, Planning & Rotomilling	1,200.00	0.00	196,300.00			197,500.00
Demolition						0.00
Pavement Markings (Paint)						0,00
Other Construction (List)						0.00
						0.00
						0.00
Totals	41,700.00	41,600.00	1,348,700.00	741,700.00	0.00	2,173,700.00



Affidavit of Availability For the 9/7/2016

(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

		_				
	5	6	7	8	Awards Pending	
Contract Number		60R06	60X70			
Contract With	PRIVATE	IDOT	IDOT	PRIVATE		
Estimated Completion Date	11/16	11/16	07/16	06/17		
Total Contract Price	656,500.00	557,400.00	8,513,000.00	429,400.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			1,007,890.00	206,200.00	0.00	4,351,690.00
Uncompleted Dollar Value if Firm is the Subcontractor	195,400.00	113,700.00				350,800.00
				Total Value of All Work	1	4,702,490.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of wo Subcontracted to others will be listed on the reve company. If no work is contracted, show NONE.	erse of this form. In a	and awards pending a joint venture, list o	g to be completed w nly that portion of th	îth your own forces. e work to be done b	All work y your	Accumulated Totals
Earthwork						40,600.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	105,400.00	56,300.00	205,490.00	134,200.00		1,614,190.00
HMA Paving						73,500.00
Clean & Seal Cracks/Joints			5,500.00	800.00	, , , , , , , , , , , , , , , , , , ,	10,900.00
Aggregate Bases & Surfaces	52,200.00	41,600.00	31,800.00	60,700.00		317,600.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats	5,100.00	15,800.00	2,400.00	8,700.00		45,300.00
Concrete Construction	32,700.00			200.00		633,000.00
Landscaping				Ì		0.00
Fencing						0.00
Guardrali						0.00
Painting						00.0
Signing						0.00
Cold Milling, Planning & Rotomilling			47,000.00	1,600.00		246,100.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	195,400.00	113,700,00	292,190.00	206,200.00	0.00	2,981,190.00



Affidavit of Availability
For the 9/7/2016

(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	9	10	11	12	Awards Pending	
Contract Number						
Contract With	PRIVATE	PRIVATE	PRIVATE	PRIVATE		
Estimated Completion Date	06/17	08/17	06/16	09/16		
Total Contract Price	890,800.00	827,200.00	497,900.00	199,600.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	484,600.00		60,400.00		0.00	4,896,690.00
Uncompleted Dollar Value if Firm is the Subcontractor		814,400.00		31,900.00		1,197,100.00
		···		Total Value of	· · · · · · · · · · · · · · · · · · ·	6,093,790.00

### Part II. Awards Pending and

List below the uncompleted dollar value of work Subcontracted to others will be listed on the revers company. If no work is contracted, show NONE.	k for each contract a se of this form, In a	and awards pending joint venture, list o	g to be completed wi nly that portion of th	ith your own forces. e work to be done b	All work by your	Accumulated Totals
Earthwork	2,100.00					42,700.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	264,900.00	782,700.00	• • • • • • • • • • • • • • • • • • • •	31,800.00		2,693,590.00
HMA Paving						73,500.00
Clean & Seal Cracks/Joints						10,900.00
Aggregate Bases & Surfaces	193,800.00	15,000.00				526,400.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats	17,100.00		10,700.00	100.00		73,200.00
Concrete Construction	6,700.00		49,700.00			689,400.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
SignIng						0.00
Cold Milling, Planning & Rotomilling		16,709.00				262,800.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0,00
						0.00
Totals	484,600.00	814,400.00	60,400.00	31,900.00	0.00	4,372,490.00



Affidavit of Availability For the 9/7/2016

(Letting date)

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

_						
	13	14	15	16	Awards Pending	
Contract Number		60M81				
Contract With	PRIVATE	IDOT	PRIVATE	PRIVATE		
Estimated Completion Date	09/16	11/16	11/16	11/16		
Total Contract Price	1,024,400.00	432,500.00	73,600.00	203,500.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	951,900.00		29,000.00	165,400.00	0.00	6,042,990.00
Uncompleted Dollar Value if Firm is the Subcontractor		432,500.00				1,629,600.00
				Total Value of		7.672.590.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work Subcontracted to others will be listed on the revers company. If no work is contracted, show NONE.	c for each contract se of this form. In a	and awards pending a joint venture, list o	g to be completed w nly that portion of th	ith your own forces. e work to be done b	All work y your	Accumulated Totals
Earthwork				15,300.00		58,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	766,200.00	418,600.00	27,300.00	23,300.00		3,928,990.00
HMA Paving						73,500.00
Clean & Seal Cracks/Joints						10,900.00
Aggregate Bases & Surfaces				14,500.00		540,900.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats	45,300.00	13,900.00	1,700.00	1,400.00	<u> </u>	135,500.00
Concrete Construction				105,800.00		795,200.00
Landscaping						0.00
Fencing						0.00
Guardrall						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	140,400.00			5,100.00		408,300.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)					·	0.00
						0.00
						0.00
Totals	951,900.00	432,500.00	29,000.00	165,400.00	0.00	5,951,290.00



Affidavit of Availability
For the Letting of 9/7/2016

(Letting date)

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### Part I. Work Under Contract

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	17	18	19	20	Awards Pending	
Contract Number			61C84	61C83		
Contract With	PRIVATE	PRIVATE	IDOT	IDOT		
Estimated Completion Date	08/16	09/16	09/16	09/16		
Total Contract Price	318,200.00	386,800.00	513,300.00	441,500.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	318,200.00	386,800,00	493,900.00	422,760,00	0.00	7.664.590.00
Uncompleted Dollar Value if Firm is the Subcontractor						1,629,600.00
				Total Value of A	li Work	9.294.190.00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of wor Subcontracted to others will be listed on the rever company. If no work is contracted, show NONE.	k for each contract se of this form. In	and awards pending a joint venture, list o	g to be completed w nly that portion of th	ith your own forces. e work to be done b	All work y your	Accumulated Totals
Earthwork						58,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	195,000.00	323,000.00	332,800.00	329,300.00	<del></del>	5,109,090.00
HMA Paving			6,500.00	6,200.00		86,200.00
Clean & Seal Cracks/Joints			12,000.00	9,000.00		31,900.00
Aggregate Bases & Surfaces						540,900.00
Highway,R.R. and Waterway Structures						0.00
Drainage			5,000.00	23,700.00		28,700.00
Electrical					-	0.00
Cover and Seal Coats	4,400.00	7,100.00	200.00	100.00		147,300.00
Concrete Construction		15,700.00	33,400.00	28,500.00		872,800.00
Landscaping						0,00
Fencing						0.00
Guardrall						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	44,800.00	33,300.00	74,200.00	1,900.00		562,500.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	244,200.00	379,100.00	464,100.00	398,700.00	0.00	7,437,390.00



For the Letting of 9/7/2016

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	21	22	23	24	Awards Pending	
Contract Number						
Contract With	NAPERVILLE	KENDALL CO HWY DEPT	PRIVATE	WARRENVILLE		
Estimated Completion Date	09/16	08/16	08/16	09/16		
Total Contract Price	726,800.00	505,100.00	155,400.00	872,400.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	381,500.00	505,100.00	44,400.00	181,600,00	0.00	8,777,190.00
Uncompleted Dollar Value if Firm is the Subcontractor						1,629,600.00
				Total Value of A	li Work	10.406.790.00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces

List below the uncompleted dollar value of wo Subcontracted to others will be listed on the reve company. If no work is contracted, show NONE.	rse of this form. In a					Accumulated Totals
Earthwork						58,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	375,000.00	118,300.00	44,300.00	84,200.00		5,730,890.00
HMA Paving						86,200.00
Clean & Seal Cracks/Joints						31,900.00
Aggregate Bases & Surfaces		30,700.00		10,400.00		582,000.00
Highway,R.R. and Waterway Structures						0.00
Drainage	1,000.00			14,100.00		43,800.00
Electrical						0.00
Cover and Seal Coats			100.00			147,400.00
Concrete Construction		45,800.00				918,600.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	3,100.00	7,700.00		20,700.00		594,000.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	379,100.00	202,500.00	44,400.00	129,400.00	0.00	8,192,790.00



2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 For the Letting of

9/7/2016

**Affidavit of Availability** 

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Unuer Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	25	26	27	28	Awards Pending	
Contract Number						
Contract With	PRIVATE	NAPERVILLE TWP	PRIVATE	PRIVATE		
Estimated Completion Date	08/16	08/16	11/17	08/16		
Total Contract Price	606,000.00	905,700.00	1,251,500.00	204,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	443,700.00	905,700.00			0.00	10,126,590.00
Uncompleted Dollar Value if Firm is the Subcontractor			1,031,200.00	204,000.00		2,864,800.00
				Total Value of A	ll Work	12,991,390.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of wo Subcontracted to others will be listed on the reve company. If no work is contracted, show NONE.	erse of this form. In a	and awards pending a joint venture, list o	g to be completed w nly that portion of th	ith your own forces. e work to be done b	All work y your	Accumulated Totals
Earthwork	47,900.00					105,900.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	292,800.00	467,600.00	996,900.00	42,700.00		7,530,890.00
HMA Paving						86,200,00
Clean & Seal Cracks/Joints						31,900.00
Aggregate Bases & Surfaces	37,600.00			22,900.00		642,500.00
Highway,R.R. and Waterway Structures						0.00
Drainage		7,400.00				51,200.00
Electrical						0.00
Cover and Seal Coats	4,500.00	400.00	1,200.00			153,500.00
Concrete Construction	10,500.00	122,300.00		138,400.00		1,189,800.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting					***	0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	14,000.00	74,500.00	33,100.00			715,600.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	407,300.00	672,200.00	1,031,200.00	204,000.00	0.00	10,507,490.00

### Affidavit of Availability



For the Letting of

9/7/2016

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Unuer Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	29	30	31	32	Awards Pending	
Contract Number						
Contract With	CITY OF AURORA	CITY OF YORKVILLE	PRIVATE	PRIVATE		
Estimated Completion Date	11/16	11/16	11/16	11/16		
Total Contract Price	526,300.00	400,500.00	275,200.00	483,400.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	526,300.00	400,500.00				11,053,390.00
Uncompleted Dollar Value if Firm is the Subcontractor			275,200.00	483,400.00		3,623,400.00
				Total Value of A	ll Work	14,676,790.00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of wo Subcontracted to others will be listed on the reve company. If no work is contracted, show NONE	erse of this form. In a	and awards pending a joint venture, list o	g to be completed wi nly that portion of the	ith your own forces. e work to be done b	All work y your	Accumulated Totals
Earthwork						105,900.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	94,500.00	114,400.00	173,300.00	234,200.00		8,147,290.00
HMA Paving		12,000.00	1,500.00			99,700.00
Clean & Seal Cracks/Joints				• • • • • • • • • • • • • • • • • • • •		31,900.00
Aggregate Bases & Surfaces	45,800.00	5,700.00	100,400.00	153,200.00		947,600.00
Highway,R.R. and Waterway Structures						0,00
Drainage						51,200.00
Electrical						0.00
Cover and Seal Coats						163,500.00
Concrete Construction	157,300.00			96,000.00		1,443,100.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	18,500.00	20,700.00				754,800.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0,00
						0.00
						0.00
Totals	316,100.00	152,800.00	275,200.00	483,400.00	0.00	11,734,990.00

### **Affidavit of Availability**



Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 For the Letting of

9/7/2016

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	33	34	35	36	Awards Pending	
Contract Number						
Contract With	VILLAGE OF DOWNERS GROVE	PRIVATE	DOWNERS GROVE TWSP			
Estimated Completion Date	11/16	11/16	11/16			
Total Contract Price	1,902,600.00	163,700.00	614,400.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,902,600.00		614,400.00	0.00		13,570,390.00
Uncompleted Dollar Value if Firm is the Subcontractor		163,700.00				3,787,100.00
				Total Value of A	II Work	17,357,490,00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of wo Subcontracted to others will be listed on the reve company. If no work is contracted, show NONE.	erse of this form. In a	and awards pending a joint venture, list o	g to be completed w nly that portion of th	ith your own forces. e work to be done b	All work by your	Accumulated Totals
Earthwork						105,900.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	938,000.00	137,400.00	427,500.00			9,650,190.00
HMA Paving						99,700.00
Clean & Seal Cracks/Joints	39,600.00					71,500.00
Aggregate Bases & Surfaces	41,200.00		15,800.00			1,004,600.00
Highway,R.R. and Waterway Structures						0.00
Drainage	84,300.00		4,700.00			140,200.00
Electrical						0.00
Cover and Seal Coats	400.00		200.00			154,100,00
Concrete Construction	475,400.00	20,700.00			<del></del>	1,939,200.00
Landscaping			-			0.00
Fencing			· · · · · · · · · · · · · · · · · · ·			0.00
Guardrail						0.00
Painting					<del></del>	0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	242,000.00	5,600.00	66,200.00			1,068,600.00
Demolition		<u></u>			<del>-</del>	0.00
Pavement Markings (Paint)					* · · · · · · · · · · · · · · · · · · ·	0.00
Other Construction (List)						0.00
						0,00
						0.00
Totals	1,820,900.00	163,700.00	514,400.00	0.00	0.00	14,233,990.00

### **Affidavit of Availability**



For the Letting of

9/7/2016

Instructions: Complete this form by either typing or using black ink.

"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Unum Communic

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	37	38	39	40	Awards Pending	
Contract Number						
Contract With	PRIVATE	PRIVATE				
Estimated Completion Date	11/16	11/16				
Total Contract Price	145,200.00	283,200.00				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			0.00	0.00		13,570,390.00
Uncompleted Dollar Value If Firm is the Subcontractor	145,200.00	283,200.00				4,215,500.00
				Total Value of A	il Work	17,785,890.00

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of wo Subcontracted to others will be listed on the reve company. If no work is contracted, show NONE.	rk for each contract rse of this form. In	and awards pending a joint venture, list o	g to be completed w nly that portion of th	ith your own forces. e work to be done b	All work y your	Accumulated Totals
Earthwork						105,900.00
Portland Cement Concrete Paving					<del>- · · · · · · · · · · · · · · · · · · ·</del>	0,00
HMA Plant Mix	73,100.00	117,900.00				9,841,190.00
HMA Paving						99,700.00
Clean & Seal Cracks/Joints						71,500.00
Aggregate Bases & Surfaces		80,600.00				1,085,200.00
Highway,R.R. and Waterway Structures						0.00
Drainage						140,200.00
Electrical					W	0.00
Cover and Seal Coats	4,800.00	6,100.00				165,000.00
Concrete Construction	67,300.00	78,600.00				2,085,100.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
SignIng						0.00
Cold Milling, Planning & Rotomilling						1,068,600.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	145,200.00	283,200.00	0.00	0,00	0.00	14,662,390.00

For each contract described in Part I, list all the work you have subcontracted to others.

Subcontractor	1				
			ACQUA		
Type of Work			UNDERGROUND		
Subcontract Price			2,364,000.00		
Amount Uncompleted			889,800.00		
Subcontractor			DENLER		
Type of Work			CRACK SEAL		
Subcontract Price			13,900,00		
Amount Uncompleted			13,900.00		
Subcontractor		1	JE LANDWORKS		
Type of Work			RESTORATION		
Subcontract Price			121,400.00		
Amount Uncompleted			96,600.00		
Subcontractor			NAFISCO INC		
Type of Work			TRAFFIC CONTROL		
Subcontract Price			9,500.00		
Amount Uncompleted					
Subcontractor			STEVE PIPER		
Type of Work			TREE REMOVAL		
Subcontract Price			13,200.00		
Amount Uncompleted			6,300.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	1,005,600.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

	Type or Print Name Cass W. Price	Vice President
	Officer or Director	Title
Public	Signed	
My commission expires:		
<del></del>	Company GENEVA CONSTRUCTION CO	OMPANY
Notary Seal)	Address P.O. BOX 998 , AURORA,	L. 60507

For each contract described in Part I, list all the work you have subcontracted to others

	5	ne work you have subco	7	8	
Subcontractor			CHICAGO STRUCTURES		
Type of Work			STRUCTURES		
Subcontract Price			901,300.00		
Amount Uncompleted			38,000.00		
Subcontractor			CLANDI/CSD ENVIRONMENTAL	<del>-</del>	
Type of Work			EARTHWORK / WASTE DISPOSAL		
Subcontract Price			1,249,500.00		
Amount Uncompleted			366,400.00		
Subcontractor			VIRGIL COOK		
Type of Work			ELECTRICAL		
Subcontract Price			366,900.00		
Amount Uncompleted			130,500.00		
Subcontractor			D2K		
Type of Work			TRAFFIC CONTROL & STRIPING		
Subcontract Price			199,700.00		
Amount Uncompleted					
Subcontractor			F ESPINOSA		
Type of Work			LANDSCAPING		
Subcontract Price			304,400.00		-
Amount Uncompleted					
Subcontractor			NORTHERN CONTRACTING		
Type of Work			GUARDRAIL		
Subcontract Price			102,700.00		
Amount Uncompleted			81,700.00		
Subcontractor			V3 CONSTRUCTION		<del></del>
Type of Work			UNDERGROUND		
Subcontract Price			1,091,900.00		
Amount Uncompleted			99,100.00		

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Subscribed and sworn to before me

	Type or Print Name Cass W. Price	Vice President
	Officer or Director	Title
Public	Signed	
My commission expires:	***	
	Company GENEVA CONSTRUCTION	COMPANY
(Notary Seal)	Address P.O. BOX 998 , AUROR	A, IL. 60507

For each contract described in Part I, list all the work you have subcontracted to others

To: each contract des	9	ne work you have subco	11	12	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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Subscribed and sworn to before me

	Type or Print Name Cass W. Price	Vice President
	Officer or Director	Title
Public	Signed	
My commission expires:		
	Company GENEVA CONSTRUCTION	N COMPANY
(Notary Seal)	Address P.O. BOX 998 , AUROF	RA, IL. 60507
	,	

For each contract described in Part I, list all the work you have subcontracted to others.

To out of building	scribed in Part I, list all ti	14	15	16	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work				"	
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price			,		
Amount Uncompleted			,		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00
<del></del>	<del></del>	· · · · · · · · · · · · · · · · · · ·	<u> </u>		

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

	Type or Print Name Cass W. Price	Vice President
	Officer or Director	Title
Notary Public	Signed	
My commission expires:		
	Company GENEVA CONSTRUCTION	ON COMPANY
(Notary Seal)	Address P.O. BOX 998 , AURO	RA, IL. 60507

Subscribed and sworn to before me

For each contract described in Part i, list all the work you have subcontracted to others.

	17	18	19	20	Awards Pending
Subcontractor	NORTHER CONTRACTING	MAINT COATINGS	D2K	D2K	
Type of Work	FENCING	STRIPING	STRIPING / TRAFFIC CONTROL	STRIPING / TRAFFIC CONTROL	
Subcontract Price	4,500.00	3,200.00	21,600.00	20,100.00	
Amount Uncompleted	4,500.00	3,200.00	21,600.00	20,100.00	
Subcontractor	DEMARR SEALCOATING	TRAFFIC CONTROL & PROTECTION	JE LANDWORKS	JE LANDWORKS	
Type of Work	STRIPING	TRAFFIC CONTROL	RESTORATION	RESTORATION	
Subcontract Price	2,500.00	4,500.00	2,400.00	3,900.00	
Amount Uncompleted	2,500.00	4,500.00	2,400.00	3,900.00	
Subcontractor	NAFISCO INC		HAWK ENTERPRISES		,
Type of Work	TRAFFIC CONTROL		DETECTOR LOOP		
Subcontract Price	3,500.00		5,800.00		
Amount Uncompleted	3,500.00		5,800.00		
Subcontractor	BLOODHOUND				
Type of Work	UNDERGROUND LOCATE				
Subcontract Price	4,500.00				
Amount Uncompleted	4,500.00				
Subcontractor	ROCK SOLID				
Type of Work	CEMENT STABALIZATION				
Subcontract Price	59,000.00				
Amount Uncompleted	59,000.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	74,000.00	7,700.00	29,800.00	24,000.00	0.

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

this 7th Day of September , 2016		
	Type or Print Name Cass W. Price	Vice President
	Officer or Director	Title
Notary Public	Signed	
My commission expires:		
	Company GENEVA CONSTRUCTION CO	MPANY
(Notary Seal)	Address P.O. BOX 998 , AURORA, IL	. 60507

Subscribed and sworn to before me

For each contract described in Part I, list all the work you have subcontracted to others.

	21	22	23	24	Awards Pending
Subcontractor	PRECISION PAVEMENT MARKING	JE LANDWORKS		PRECISION PAVEMENT MARKING	
Type of Work	STRIPING	RESTORATION		STRIPING	
Subcontract Price	3,400.00	30,000.00		30,900.00	
Amount Uncompleted	2,400.00	30,000.08		27,100.00	
Subcontractor		NAFISCO INC		JE LANDWORKS	
Type of Work		TRAFFIC CONTROL		RESTORATION	
Subcontract Price		23,400.00		43,700,00	
Amount Uncompleted		23,400.00		25,100.00	
Subcontractor		PRECISION PAVEMENT MARKING		NAFISCO	
Type of Work		STRIPING		TRAFIC CONTROL	
Subcontract Price		12,700.90		9,500.00	
Amount Uncompleted		12,700.00			
Subcontractor		S&K EXCAVATING			
Type of Work		UNDERGROUND			
Subcontract Price		40,000.00			
Amount Uncompleted		40,000.00			
Subcontractor		VIRGIL COOK			
Type of Work		ELECTRICAL			
Subcontract Price		192,400.00			
Amount Uncompleted		192,400.00			
Subcontractor		WEAVER			
Type of Work		LAYOUT			
Subcontract Price		4,100.00			
Amount Uncompleted		4,100.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	2,400.00	302,600.00	0.00	52,200.00	0.

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

this 7th Day of September , 2016		
	Type or Print Name Cass W. Price	Vice President
	Officer or Director	Title
Notary Public	Signed	
My commission expires:		
	<del></del>	
	Company GENEVA CONSTRUC	TION COMPANY
(Notary Seal)	Address P.O. BOX 998 . AU	RORA, IL. 60507

For each contract described in Part I, list all the work you have subcontracted to others.

	25	26	27	28	Awards Pending
Subcontractor	JE LANDWORKS	AMERICAN ASPHALT			
Type of Work	RESTORATION	SCARIFICATION			
Subcontract Price	18,100.00	214,200.00			
Amount Uncompleted	18,100.00	214,200.00			
Subcontractor	MARK-IT	JE LANDWORKS			
Type of Work	STRIPING	RESTORATION			
Subcontract Price	11,900.00	10,400.00			
Amount Uncompleted	11,900.00	10,400.00			
Subcontractor	NAFISCO	PRECISION PAVEMENT MARKING			
Type of Work	TRAFFIC CONTROL	STRIPING			
Subcontract Price	6,400.00	3,300.00			
Amount Uncompleted	6,400.00	3,300.00			
Subcontractor		TRAFFIC CONTROL			
Type of Work		TRAFFIC CONTROL			,
Subcontract Price		5,600.00			
Amount Uncompleted		5,600.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	36,400.00	233,500.00	0.00	0.00	0.0

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and swom to before me

	Type or Print Name Cass W. Price	Vice President
	Officer or Director	Title
Notary Public	Signed	
My commission expires:		
<del></del>		
	Company GENEVA CONSTRUCTI	ON COMPANY
(Notary Seal)	Address P.O. BOX 998 , AURO	ORA, IL. 60507

For each contract described in Part I, list all the work you have subcontracted to others.

	29	30	31	32	Awards Pending
Subcontractor	JE LANDWORKS	NAFISCO			
Type of Work	RESTORATION	TAFFIC CONTROL		<u> </u>	
Subcontract Price	20,800.00	10,900.00			
Amount Uncompleted	20,800.00	10,900.00			
Subcontractor	J&S CONSTRUCTION	REMPE SHARPE			
Type of Work	EXCAVATION & UNDERGROUND	LAYOUT			
Subcontract Price	132,400.00	1,800.00			
Amount Uncompleted	132,400.00	1,890.00			
Subcontractor	PRECISION PAVEMENT	VIRGIL COOK			
Type of Work	STRIPING	ELECTRICAL			
Subcontract Price	6,700.00	235,000.00			
Amount Uncompleted	6,700.00	235,000.00			· · · · · · · · · · · · · · · · · · ·
Subcontractor	TRAFFIC CONTROL & PROTECTION				
Type of Work	TRAFFIC CONTROL				
Subcontract Price	20,200.00				
Amount Uncompleted	20,200.00				
Subcontractor	UTILITY DYNAMICS				
Type of Work	ELECTRICAL				
Subcontract Price	30,109.00				
Amount Uncompleted	30,100.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work		· · · · · · · · · · · · · · · · · · ·			
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	210,200.00	247,700.00	0.00	0.00	

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me			
this 7th Day of September, 2016			
	Type or Print Name Cass W. Price	Vice President	
	Officer or Director	Title	
Notary Public	Signed		
My commission expires:			
	Company GENEVA CONSTRUCTION COMPANY		
(Notary Seal)	Address P.O. BOX 998 , AUI	RORA, IL. 60507	

For each contract described in Part I, list all the work you have subcontracted to others.

	33	34	35	36	Awards Pending
Subcontractor	JE LANDWORKS		AASR		
Type of Work	RESTORATION		HEAT SCARIFICATION		
Subcontract Price	65,300.00		89,900.00		
Amount Uncompleted	65,300.00		89,900.00		
Subcontractor	NAFISCO		MARK-IT		
Type of Work	TRAFFIC CONTROL		STRIPING		
Subcontract Price	16,400.00		2,700.00		
Amount Uncompleted	16,400.00		2,700.00		
Subcontractor			TRAFFIC CONTROL & PROTECTION		
Type of Work			TRAFFIC CONTROL		
Subcontract Price			7,400.00		,
Amount Uncompleted			7,400.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor	·				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	81,700.00	0.00	100,000.00	0.00	0

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me		
this 7th Day of September , 2016		
	Type or Print Name Cass W. Price	Vice President
	Officer or Director	Title
Notary Public	Signed	
My commission expires:		
	Company GENEVA CONSTRUCTION CO	
(Notary Seal)	Address P.O. BOX 998 , AURORA, I	L. 60507

For each contract des <u>cribed in Part I, list all the work you have subcontracted to others.</u>					
	37	38	39	40	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted			İ		
Subcontractor				'	
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor				***************************************	
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	00.00	0.00	0.0

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

<b>4</b> \(\)	
/  /	
Type or Print Name Cass W. Price	Vice President
Officer of Director	Title
Signed / / W	
Company GENEVA CONSTRUCTION COMPA	ANY
Address P.O. BOX 998 , AURORA, IL. 60	507
	Signed Officer of Director  Signed Company GENEVA CONSTRUCTION COMPA