

PROPOSAL SUBMITTED BY:

GENEVA CONSTRUCTION CO.

Contractor's Name

P.O. BOX 998

Street

AURORA, IL 60507-0998

P.O. Box

City

State

Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

Downtown Bike Path Rehabilitation

AURORA, ILLINOIS

August, 2021

Bid Number 21-52

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



John D. Hoffmann Exp 11/30/21
7-20-21

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City of Aurora
Bid 21-52

NOTICE TO BIDDERS

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of the Purchasing Division, 44 E. Downer Place, First Floor, Aurora, IL 60507 until 2:00 P.M., **Monday, August 2, 2021**. Proposals will be opened and read publicly via a non-mandatory teleconferenced and live streamed bid opening at 2:00 P.M., **Monday, August 2, 2021**, access details to be provided to all plan holders.

Description of Work

Name: **Downtown Bike Path Rehabilitation**

Location: **River St from North Ave to Downer Pl & Downer Pl from River St to Fox River.**

Proposed Improvement: **HMA bike path partial depth mill and replacement with either colored PCC or HMA with colored epoxy coating, curb and gutter, HMA pavement replacement and other miscellaneous appurtenances all in accordance with the plans and specifications.**

Bidder Instructions

1. Plans, specifications, and proposal forms will be available on **Tuesday, July 20th, 2021** and may be obtained online at: <https://www.aurora-il.org/bids.aspx>.
2. **Prequalification of Bidders as contained in Check Sheet LRS6 in the “Supplemental Specifications and Recurring Special Provisions” is required on this project. All proposals must be accompanied by a proposal guaranty as outlined in the Proposal form.**
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the “Supplemental Specifications and Recurring Special Provisions”.
4. Any bidder who owes the City money may be disqualified at the City’s discretion.
5. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The City of Aurora has a local preference ordinance that would apply to this contract.

By Order of
City Clerk
City of Aurora

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 improvement known as the **Downtown Bike Path Rehabilitation, Bid 21-52.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$

16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile

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

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



**Schedule of Prices
Downtown Bike Path Rehabilitation
Bid 21-52**

Route	River Street - North Avenue to Downer Place
County	Kane
Local Agency	City of Aurora

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

ADDENDUM NO. 1: OPTION 1 - 3" MILL & HMA REPLACEMENT					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,000	0.01	10.00
2	HMA MILLING, 3"	SY	2,180	9.00	19,620.00
3	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NSO	TON	376	135.00	50,760.00
4	CLASS D PATCHES, 6"	SY	110	75.00	8,250.00
5	MMA PAVEMENT COLORIZATION, GREEN	SY	2,250	68.00	153,000.00
6	MMA AREA MARKING, BIKE SYMBOL, WHITE	EA	13	430.00	5,590.00
7	MMA AREA MARKING, BIKE PATH ARROW, WHITE	EA	13	430.00	5,590.00
8	MMA AREA MARKINGS, YELLOW, 4"	LF	614	11.00	6,754.00
9	BRICK REMOVAL AND REPLACEMENT	SF	50	16.00	800.00
10	PCC SIDEWALK REMOVAL AND REPLACEMENT, 6"	SF	100	23.00	2,300.00
11	COMBINATION PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	75	73.00	5,475.00
12	STORM MANHOLE LID REPLACEMENT	EA	1	630.00	630.00
13	SEEDING- AURORA MIX	SY	25	25.00	625.00
14	ITEMS ORDERED BY ENGINEER	Allowance	1	\$25,000.00	\$25,000.00
15	TRAFFIC CONTROL AND PROTECTION	LS	1	3,975.00	3,975.00
Bidder's Total Proposal for Making Option 1 Improvements =					208,379.00



**Schedule of Prices
Downtown Bike Path Rehabilitation
Bid 21-52**

Route	River Street - North Avenue to Downer Place
County	Kane
Local Agency	City of Aurora

ADDENDUM NO. 1: OPTION 2 - HMA MILL & WHITE TOPPING					
NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
16	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,000	0.01	10.00
17	HMA MILLING, 3"	SY	70	5.50	385.00
18	HMA MILLING, 5"	SY	1,560	7.00	10,920.00
19	HMA MILLING, 6"	SY	520	7.50	3900.00
20	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NSO	TON	19	175.00	3325.00
21	CLASS D PATCHES, 6"	SY	100	55.00	5500.00
22	PCC WHITE TOPPING, 5"	SF	14,040	10.50	147,420.00
23	PCC WHITE TOPPING, 6"	SF	4,680	12.50	58,500.00
24	MMA PAVEMENT COLORIZATION, GREEN	SY	170	81.00	13,770.00
25	MMA AREA MARKINGS, YELLOW, 4"	LF	18	75.00	1350.00
26	EPOXY PAVEMENT MARKINGS, BIKE SYMBOL, WHITE	EA	13	200.00	2600.00
27	EPOXY PAVEMENT MARKINGS, BIKE PATH ARROW, WHITE	EA	13	200.00	2600.00
28	EPOXY PAVEMENT MARKINGS, YELLOW, 4"	LF	596	2.00	1192.00
29	BRICK REMOVAL AND REPLACEMENT	SF	50	16.00	800.00
30	PCC SIDEWALK REMOVAL AND REPLACEMENT, 6"	SF	100	13.00	1300.00
31	COMBINATION PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	75	45.00	3375.00
32	STORM MANHOLE LID REPLACEMENT	EA	1	400.00	400.00
33	SEEDING- AURORA MIX	SY	25	25.00	625.00
34	ITEMS ORDERED BY ENGINEER	Allowance	1	\$25,000.00	\$25,000.00
35	TRAFFIC CONTROL AND PROTECTION	LS	1	3975.00	3975.00
Bidder's Total Proposal for Making Option 2 Improvements =					286,947.00



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name GENEVA CONSTRUCTION CO.

Signed By CASS W. PRICE, VICE PRESIDENT
President

Business Address P.O. BOX 998

AURORA, IL 60507-0998

President John P. Byrnes

Secretary Michael P. Byrnes

Treasurer John M. Hill

Attest: John M. Hill
Treasurer Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

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

☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.

- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.

☐ Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.

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

COMPANY NAME GENEVA CONSTRUCTION CO.

ADDRESS P.O. BOX 998

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

NAME OF CORPORATE/COMPANY OFFICIAL CASS W. PRICE, VICE PRESIDENT
PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE *[Signature]*

DATE 8/2/21

Subscribed and Sworn to

TELEPHONE (630) 892-4357

Before me this 2nd day

FAX No. (630) 892-7738

of August 2021

E-MAIL ADDRESS cass@genevaconstruction.com

[Signature]
Notary Public

Bid Number 21-52

OFFICIAL SEAL
BETHANY L. BRADLEY
Notary Public - State of Illinois
My Commission Expires 10/17/2021

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

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

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

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder 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.
- III. 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.

See Attached

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

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

Bidder: GENEVA CONSTRUCTION CO.

By: 

(Signature)

Address: P.O. BOX 998

Title: CASS W. PRICE, VICE PRESIDENT

AURORA, IL 60507-0998

19 February 2020

Executive Director

Thomas Nordeen

Labor Trustees

James P. Connolly
Martin Dwyer
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
William Martin

Management Trustees

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

Ms. Peggy Givens
Payroll Manager
Geneva Construction Co., Inc.
P.O. Box 998
Aurora, IL 60507

To Whom It May Concern:

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

You may also use this letter as verification that Geneva Construction 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,



Felicita Ruiz
Assistant Office Manager

Carol Stream Location

1200 Old Gary Avenue
Carol Stream IL 60188
630) 653-0006

Chicago Location

5700 West Homer Street
Chicago IL 60639
773) 413-3315

The United States Department of Labor

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

Certificate of Registration

Chicagoland Laborers' J.A.T.C.

Canal Stream, Illinois

For the Trade - Construction Craft Laborer

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

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.

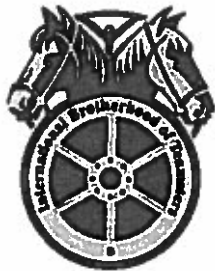


R. J. Chao

Secretary of Labor

Anthony S. Sweeney

Assistant, Apprenticeship Training, Employer and Labor Services



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

February 19, 2020

To Whom It May Concern:

This letter will certify that Geneva Construction Comapny, is currently contributing and is current with its contributions, as of January 2020, 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

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program Illinois Teamsters Joint Council No. 25 Employers JATF

Joliet, Illinois

For The Trade of: Construction Driver

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

June 22, 2005

Date Revised: April 8, 2016

IL8151005004

Registration No.



John E. G. R.

Secretary of Labor

John V. L. L.

Administrator, Office of Apprenticeship

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

February 19, 2020

Reference: GENEVA CONSTRUCTION

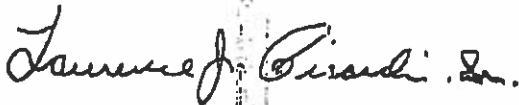
To Whom It May Concern:

As a signatory contractor with the International Union of Cement Masons' Union Local 502, GENEVA CONSTRUCTION is required by Collective Bargaining Agreement to participate in an applicable Apprenticeship and Training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

I am submitting this letter, along with our Certificate. Our Apprenticeship Program 11L008820041 is registered with the Department of Labor, Bureau of Apprenticeship and Training.

If you have any questions, please feel free to call 708-544-9100 Ext. 214.

Sincerely,



Lawrence J. Picardi, Sr.
Secretary Treasurer

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-0800 • FAX (708) 482-7106
6200 JOLIET ROAD
COUNTRYSIDE, IL 60529-3992

February 25, 2020

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

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

Dear Sir or Madam:

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

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

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

Very truly yours,

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

Amanda Gunderson

Enclosures: Certificates

FAX NO.

F. 00

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship established by the Secretary of Labor

Date: May 5, 2002

IL012020003



St. Chas
Secretary of Labor

Anthony Durand

STATE OF ILLINOIS)

SS.

County of Kane

BIDDER'S TAX CERTIFICATION

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

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

DATED this 2nd day of August, 2021

By _____
(Signature of Bidder's Executing Officer)

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

(Title)

ATTEST/WITNESS:

By [Signature]
Title Treasurer

Subscribed and sworn to before me this 2nd day of August, 2021.

Bethany F. Bradley
Notary Public

(SEAL) OFFICIAL SEAL
BETHANY L. BRADLEY
Notary Public - State of Illinois
My Commission Expires 10/17/2021

Bid Number 21-52



City of Aurora, IL - Local Vendor Preference Application

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

1) Date Submitted: 8-2-21
2) Name of Business: GENEVA CONSTRUCTION CO.
3) Address of Local Office: P.O. BOX 998
4) City, State, Zip: AURORA, IL 60507-0998
5) Company's Web Address: GENEVA CONSTRUCTION . NET
6) Phone: 630-892-4352 Fax: 630-892-7738
7) County your Local Business is Located In: Kane
Submitted By (Signature): [Signature]
Print Name and Title: CASS W. PRICE, VICE PRESIDENT
Email Address: CASS@GENEVA CONSTRUCTION . NET

Sec. 2-110.-Prequalification; local bidder.

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

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

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

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

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____



RETURN WITH BID

Route Various
County Kane
Local Agency City of Aurora
Section _____

PAPER BID BOND

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

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 22nd day of July 2021

Principal

Geneva Construction Company
(Company Name)

By: Cass Price, Vice President
(Signature and Title)

(Company Name)

By: _____
(Signature and Title)

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

Surety

Fidelity and Deposit Company of Maryland
(Name of Surety)

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

STATE OF ILLINOIS,

COUNTY OF Kane

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

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

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

Given under my hand and notarial seal this 2nd day of August 2021
My commission expires 10-17-2021
Bethany L. Bradley
(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

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

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

STATE OF ILLINOIS,

COUNTY OF Kane

I, Tammy L Kolschowsky, a Notary Public in and for said county,
do hereby certify that Brian V. Konen

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

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

Given under my hand and notarial seal this 22nd day of July 2021

My commission expires 7/12/2023

(Notary Public)



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

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

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

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



ATTEST:

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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. 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 or 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 22nd day of July, 2021.



Brian M. Hodges,
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

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

Disclosure of Terrorism Premium

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

Disclosure of Availability of Coverage for Terrorism Losses

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

Disclosure of Federal Share of Insurance Company's Terrorism Losses

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

Definition of Act of Terrorism

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

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

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

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

Bid 21-52
Downtown Bike Path Rehabilitation
Bid opening: August 2, 2021

ADDENDUM NO. 1
Page 1 of 9

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: July 26, 2021

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.

1. The pay item for Hot-Mix Asphalt Surface Course, Mix "D", N50 has been added to the bid schedule in both Options for the 3" HMA replacement.
2. The median removal and replacement at Gale Street have been eliminated and will be done by Others. The plan set has been updated to show it being done by Others. Also pay items were eliminated for Median Removal; PCC Median, 6"; PCC Sidewalk, 6". The Brick Removal and Replacement pay item area has been reduced.
3. A new plan set has been provided which now includes an aerial overlay. Notes were added for the median removal and replacement by others at Gale Street and the existing concrete driveways to remain and be colored with MMA and striped with MMAX.
4. The letters and symbols and striping will be allowed to be an approved equal of MMAX.
5. The bike path pavement markings shall conform to Chapter 9C Markings of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD). The bike symbol and arrow pay items for both options shall consist of a 72" Bike Symbol (non- helmet version) and 72" arrow per the spacing shown in Figure 9C-3, A – Bike Symbol of the MUTCD. The bike symbol shall be 40" x 72" (5.0 sf) and the arrow shall be 24" x 72" (5.0 sf).
6. The 4" yellow pavement markings shall be a 3' dash and 9' skip per MUTCH Chapter 9C in all areas except the roadway intersections. The 4" yellow pavement markings pay item quantity have been modified to reflect this change.
7. A revised bid schedule is attached to address all items in this addendum.
8. All questions shall be received by Thursday, July 29th, 2021 so that an addendum can be issued by Friday, July 30th, 2021. No questions will be answered after Thursday, July 29th, 2021.

**Downtown Bike Path Rehabilitation
ADDENDUM NO. 1, PAGE 2 of 9**

Sincerely,



John D. Hoffmann, P.E.
Engineering Coordinator
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT hoffmannj@aurora.il.us IMMEDIATELY UPON RECIEPT.

COMPANY NAME GENEVA CONSTRUCTION CO.

SIGNATURE OF COMPANY REPRESENTATIVE _____



CASS W. PRICE, VICE PRESIDENT

Bid 21-52
Downtown Bike Path Rehabilitation
Bid opening: August 2, 2021

ADDENDUM NO. 2
Page 1 of 1

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: July 29, 2021

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.

1. For clarification, approved equals will be allowed for both MMA coloring and MMAX letters and symbols and striping.
2. For clarification, the two existing PCC driveway crossings in both options will be prepared and colored using the same MMA PAVEMENT COLORIZATION, GREEN pay item.

The special provision title SP R.14 – MMA COLORING OF HMA ASPHALT shall be changed to SP R.14 – MMA COLORING OF HMA ASPHALT & PCC and the first sentence of the first paragraph shall be changed to “This item shall consist of applying a Methyl Methacrylate (MMA) Acrylic pavement high friction colorization on top of the proposed 3” HMA bike path **or existing PCC.**”

Sincerely,



John D. Hoffmann, P.E.
Engineering Coordinator
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT hoffmannj@aurora.il.us IMMEDIATELY UPON RECIEPT.

COMPANY NAME GENEVA CONSTRUCTION CO.

SIGNATURE OF COMPANY REPRESENTATIVE 