

Memorandum



To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
Date: May 6, 2021
Re: Award Bid for Proposed 2021 Road Program

On May 4, 2021 three sealed bids were received for the 2021 Road Program (IDOT Section #: 21-00058-00-RS). Geneva Construction Company was the low bidder in the amount of \$1,550,783.92. A summary of the bid is below and attached to this memorandum is the detailed bid tabulation.

Geneva Construction Company PO Box 998 Aurora, IL 60507	Builders Paving, LLC. 4413 Roosevelt Road Suite 108 Hillside, IL 60162	A Lamp Concrete Contractors, Inc. 1900 Wright Blvd. Schaumburg, IL 60193	Engineer's Estimate
\$1,550,783.92	\$1,655,000.00	\$1,835,981.33	\$1,876,382.80

The project includes the pavement replacement of twenty (20) streets for a total of 2.61 miles of improvements. The streets targeted for the 2021 Road Program are listed in the table below.

No.	Street	From	To
1	Andrew Ln	Hickory St	Pinecreek Dr
2	Andrew Ct	Andrew Ln	End
3	Bede Cir	Pinecreek Dr	Lloyd Ln
4	Bede Ct	Bede Cir	End
5	Carrie Ct	Bede Cir	End
6	Hammer Ln	Pinecreek Dr	End
7	Hammer Ln	Doral Ln	Doral Ln
8	Bellar Ct	Hammer Ln	End
9	Hickory St	Andrew Ln	Sharon Ln
10	Hickory Ct	Sharon Ln	End
11	Holly Ct	Pinecreek Dr	End
12	Jessica Ct	Pinecreek Dr	End
13	Lindsay Cir	Pinecreek Dr	Terry Ln
14	Lloyd Ln	Pinecreek Dr	End

15	Oberweis Ave	Banbury Rd	Hammer Ln
16	Pinehurst Dr	Pinecreek Dr	Wingfoot Dr
17	Pinehurst Ct	Pinehurst Dr	End
18	Sharon Ct	Sharon Ln	End
19	Sharon Ln	Banbury Rd	Pinecreek Dr
20	Terry Ln	Pinecreek Dr	Lindsay Cir

The budget for the project was \$1,900,000 with funds coming from the Motor Fuel Tax fund and Capital Fund.

Geneva Construction Company has successfully completed road programs in the Village of North Aurora in the past. The consulting engineer and staff are recommending the award of the bid to Geneva Construction Company in the amount of \$1,550,783.92.



<div>County: KANE Municipality: NORTH AURORA Section: 21-00058-00-RS Estimate: \$1,876,382.80</div> <div>Date: 5/4/21 Time: 10:00 AM Appropriation: Attended By: Village Staff</div>					<div>Name and Address of Bidders</div> <div>Approved Engineer's Estimate</div>		Geneva Construction Co. PO Box 998 Aurora, IL 60507 Low Bidder 1		Builders Paving, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60162 Next Low Bidder 2		A Lamp Concrete Contractors, Inc. 1900 Wright Boulevard Schaumburg, IL 60193 Next Low Bidder 3	
Item No.	Item and Specification Reference	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	PREPARATION OF BASE		SQ YD	47,825	\$0.80	\$38,260.00	\$0.35	\$16,738.75	\$0.70	\$33,477.50	\$1.00	\$47,825.00
2	CLASS D PATCHES, TYPE II, 2"		SQ YD	75	\$100.00	\$7,460.00	\$43.00	\$3,207.80	\$42.00	\$3,133.20	\$40.00	\$2,984.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION		SQ YD	7,320	\$2.00	\$14,640.00	\$0.95	\$6,954.00	\$0.75	\$5,490.00	\$0.50	\$3,660.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL		CU YD	2,540	\$35.00	\$88,900.00	\$25.00	\$63,500.00	\$22.00	\$55,880.00	\$25.00	\$63,500.00
5	AGGREGATE SUBGRADE IMPROVEMENT		CU YD	2,540	\$35.00	\$88,900.00	\$25.00	\$63,500.00	\$22.00	\$55,880.00	\$25.00	\$63,500.00
6	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT		SQ YD	208	\$15.00	\$3,120.00	\$15.00	\$3,120.00	\$15.00	\$3,120.00	\$10.00	\$2,080.00
7	HOT-MIX ASPHALT SURFACE REMOVAL, 4"		SQ YD	41,010	\$4.50	\$184,545.00	\$3.10	\$127,131.00	\$4.50	\$184,545.00	\$3.80	\$155,838.00
8	HOT-MIX ASPHALT SURFACE REMOVAL, 5"		SQ YD	6,810	\$5.50	\$37,455.00	\$3.75	\$25,537.50	\$4.50	\$30,645.00	\$4.50	\$30,645.00
9	BITUMINOUS MATERIALS (PRIME COAT)		POUND	108,135	\$0.10	\$10,813.50	\$0.01	\$1,081.35	\$0.01	\$1,081.35	\$0.01	\$1,081.35
10	BITUMINOUS MATERIALS (TACK COAT)		POUND	10,798	\$0.10	\$1,079.80	\$0.01	\$107.98	\$0.01	\$107.98	\$0.01	\$107.98
11	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50		TON	6,715	\$70.00	\$470,050.00	\$61.00	\$409,615.00	\$70.00	\$470,050.00	\$74.00	\$496,910.00
12	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50		TON	4,895	\$72.00	\$352,440.00	\$65.00	\$318,175.00	\$72.00	\$352,440.00	\$76.50	\$374,467.50
13	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT		FOOT	7,125	\$35.00	\$249,375.00	\$30.00	\$213,750.00	\$27.00	\$192,375.00	\$28.00	\$199,500.00
14	SIDEWALK REMOVAL		SQ FT	17,553	\$1.50	\$26,329.50	\$1.15	\$20,185.95	\$1.10	\$19,308.30	\$1.50	\$26,329.50
15	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH		SQ FT	18,591	\$7.00	\$130,137.00	\$6.85	\$127,348.35	\$5.60	\$104,109.60	\$6.00	\$111,546.00
16	DETECTABLE WARNINGS		SQ FT	492	\$30.00	\$14,760.00	\$25.00	\$12,300.00	\$28.00	\$13,776.00	\$35.00	\$17,220.00
17	MANHOLES TO BE ADJUSTED		SQ FT	4	\$700.00	\$2,800.00	\$425.00	\$1,700.00	\$690.00	\$2,760.00	\$425.00	\$1,700.00
18	INLETS TO BE ADJUSTED		EACH	86	\$400.00	\$34,400.00	\$290.00	\$24,940.00	\$400.00	\$34,400.00	\$375.00	\$32,250.00
19	INLETS TO BE RECONSTRUCTED		EACH	2	\$1,600.00	\$3,200.00	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00
20	TYPE 1 FRAME AND GRATE, CLOSED LID		EACH	2	\$450.00	\$900.00	\$375.00	\$750.00	\$400.00	\$800.00	\$400.00	\$800.00
21	TYPE 3 FRAME AND GRATE		EACH	2	\$475.00	\$950.00	\$435.00	\$870.00	\$465.00	\$930.00	\$500.00	\$1,000.00
22	TYPE 6 FRAME AND GRATE		EACH	4	\$475.00	\$1,900.00	\$560.00	\$2,240.00	\$850.00	\$3,400.00	\$650.00	\$2,600.00
23	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED		EACH	4	\$250.00	\$1,000.00	\$145.00	\$580.00	\$125.00	\$500.00	\$200.00	\$800.00
24	SANITARY MANHOLES TO BE ADJUSTED		EACH	6	\$800.00	\$4,800.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$650.00	\$3,900.00
25	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT		SQ YD	736	\$50.00	\$36,810.00	\$40.00	\$29,448.00	\$57.50	\$42,331.50	\$40.00	\$29,448.00
26	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT		SQ YD	30	\$80.00	\$2,400.00	\$80.00	\$2,400.00	\$65.00	\$1,950.00	\$75.00	\$2,250.00
27	BRICK PAVER REMOVAL AND RESET		SQ FT	324	\$20.00	\$6,480.00	\$13.00	\$4,212.00	\$12.50	\$4,050.00	\$15.00	\$4,860.00
28	RESTORATION		SQ YD	2,677	\$14.00	\$37,478.00	\$10.12	\$27,091.24	\$7.25	\$19,408.25	\$14.00	\$37,478.00
29	TRAFFIC CONTROL & PROTECTION, STANDARD 701501		LUMP SUM	1	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$7,051.32	\$7,051.32	\$1.00	\$1.00
30	TRAFFIC CONTROL & PROTECTION, STANDARD 701801		LUMP SUM	1	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$120,000.00	\$120,000.00
TOTAL AS CALCULATED						\$1,876,382.80		\$1,550,783.92		\$1,655,000.00		\$1,835,981.33
TOTAL AS READ								\$1,550,783.92		\$1,655,000.00		\$1,835,981.33



Local Public Agency Formal Contract



Contractor's Name

Geneva Construction Co.

Contractor's Address

P.O. Box 998

City

Aurora

State

IL

Zip Code

60507

STATE OF ILLINOIS

Local Public Agency

Village of North Aurora

County

Kane

Section Number

21-00058-00-RS

Street Name/Road Name

2021 Annual Road Program

Type of Funds

MFT/RBI/Local

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Village President

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of North Aurora	2021 Annual Road Program	Kane	21-00058-00-RS

- THIS AGREEMENT, made and concluded the 17th day of May 2021 between the Village of North Aurora, known as the party of the first part, and Geneva Construction Co., its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00058-00-RS in Village of North Aurora, approved by the Illinois Department of Transportation on 04/14/21, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of North Aurora
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest: Secretary	Date

Partner	Date

(SEAL)

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part	Date



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
Village of North Aurora	Kane	Various	21-00058-00-RS

Bond information to be returned to Local Public Agency at 25 East State St. North Aurora, IL 60542

Complete Address

We, Geneva Construction Co. P.O. Box 998 Aurora, IL 60507

Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____ .
Day Month and Year

PRINCIPAL

Company Name

By

Signature & Title

Date

Attest

Signature & Title

Date

Company Name

By

Signature & Title

Date

Attest

Signature & Title

Date

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

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

Awarding Authority

Village of North Aurora

Awarding Authority Signature

Date

Village

Clerk

Local Public Agency Type



COVER SHEET

Proposal Submitted By:

Contractor's Name

GFNEVA CONSTRUCTION CO.

Contractor's Address

P.O. BOX 998

City

AURORA, IL 60507-0998

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Village of North Aurora

Kane

21-00058-00-RS

Route(s) (Street/Road Name)

2021 Annual Road Program

Type of Funds

MFT/RBI/Local

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Village President

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

Jose Rios / MK

4/14/2021

Note: All proposal documents including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are received.



Joseph W. Cwynar
Exp 11/30/21

Local Public Agency Village of North Aurora	County Kane	Section Number 21-00058-00-RS	Route(s) (Street/Road Name) 2021 Annual Road Program
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NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of The Village of North Aurora Clerk,
25 East State Street, North Aurora, IL 60542 Name of Office
 Address until 10:00 AM on 05/04/21
 Time Date

Sealed proposals will be opened and read publicly at the office of The Village of North Aurora Clerk,
25 East State Street, North Aurora, IL 60542 Name of Office
 Address at 10:00 AM on 05/04/21
 Time Date

DESCRIPTION OF WORK

Location Various local roads within the Village of North Aurora, Kane County, IL	Project Length 2.61 Miles
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Proposed Improvement
 Pavement patching, pavement milling, hma resurfacing, preparation of base, aggregate subgrade improvement, removal and disposal of unsuitable materials, curb and gutter removal & replacement, sidewalk removal & replacement, structure adjustments, restoration, traffic control and all other ancillary work to complete the project.

1. Plans and proposal forms will be available in the office of
Engineering Enterprises, Inc., 52 Wheeler Road, Sugar Grove, IL 60554 or at www.questcdn.com (Quest #7552608) for no charge. Contact Chris Ott at cott@eeiweb.com or at 630-466-6757 with questions.

2. ☒ Prequalification
- If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- Local Public Agency Formal Contract Proposal (BLR 12200)
 - Schedule of Prices (BLR 12201)
 - Proposal Bid Bond (BLR 12230) (if applicable)
 - Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
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 bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency Village of North Aurora	County Kane	Section Number 21-00058-00-RS	Route(s) (Street/Road Name) 2021 Annual Road Program
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PROPOSAL

1. Proposal of **GENEVA CONSTRUCTION CO.**

Contractor's Name
P.O. BOX 998

Contractor's Address
AURORA, IL 60507-0998
2. The plans for the proposed work are those prepared by **Engineering Enterprises, Inc.**
and approved by the Department of Transportation on **4/14/2021**
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by **10/01/21** unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract **Will** be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds **will** be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of **Village of North Aurora**
The amount of the check is _____ 5% (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of North Aurora	Kane	21-00058-00-RS	2021 Annual Road Program

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of North Aurora	Kane	21-00058-00-RS	2021 Annual Road Program

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code


(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

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(If a corporation)

Corporate Name		
GENEVA CONSTRUCTION CO.		
Signature		Date
		5/4/21
Title		
CASS W. PRICE, VICE PRESIDENT		
Business Address		
P.O. BOX 998		
City	State	Zip Code
AURORA, IL 60507-0998		

Insert Names of Officers

President
John P. Bryan

Attest:


Secretary Treasurer

Secretary

Michael P. Bryan

Treasurer

John Miller



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**



Local Public Agency Village of North Aurora	County Kane	Section Number 21-00058-00-RS
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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 Public Agency (hereafter referred to as "LPA") 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 LPA 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 LPA 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 LPA 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 LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA 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 15th of April 2021
Day Month and Year

Principal

Company Name Geneva Construction Company	
Signature <i>[Signature]</i>	Date 5-4-21
Title Cass Price	
Vice President	

Company Name	
Signature	Date
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

Name of Surety Fidelity and Deposit Company of Maryland

Signature of Attorney-in-Fact <i>[Signature]</i>	Date 4/15/2021
By: Brian V. Konen	

STATE OF **IL**
COUNTY OF **Bethany L. Bradley**

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

Cass Price

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

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

Given under my hand and notarial seal this 4th day of May, 2021
Day Month and Year

(SEAL)



Local Public Agency

County

Section Number

Village of North Aurora

Kane

21-00058-00-RS

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA 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 LPA 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

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Signature

--

Date

--

Title

--

STATE OF ILLINOIS,

COUNTY OF Kendall

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

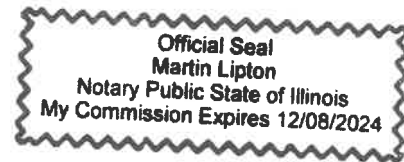
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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 15th day of Apr. 2021

My commission expires 12/8/2024


(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 15th day of April, 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.



Contractor's Name

GENEVA CONSTRUCTION CO.

Contractor's Address

P.O. BOX 998

City

AURORA, IL 60507-0998

State

Zip Code

Local Public Agency

Village of North Aurora

County

Kane

Section Number

21-00058-00-RS

Route(s) (Street/Road Name)

2021 Annual Road Program

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Preparation of Base	Sq Yd	47,825	0.35	16,738.75
2	Class D Patches, Type II, 2"	Sq Yd	74.6	43.00	3207.80
3	Geotechnical Fabric for Ground Stabilization	Sq Yd	7,320	0.95	6954.00
4	Removal and Disposal of Unsuitable Mat.	Cu Yd	2,540	25.00	63,500.00
5	Aggregate Subgrade Improvement	Cu Yd	2,540	25.00	63,500.00
6	Hot-Mix Asphalt Surface Rem. - Butt Joint	Sq Yd	208	15.00	3120.00
7	Hot-Mix Asphalt Surface Removal, 4"	Sq Yd	41,010	3.10	127,131.00
8	Hot-Mix Asphalt Surface Removal, 5"	Sq Yd	6,810	3.75	25,537.50
9	Bituminous Materials (Prime Coat)	Pound	108,135	0.01	1081.35
10	Bituminous Materials (Tack Coat)	Pound	10,798	0.01	107.98
11	Hot-Mix Asphalt Binder Course, IL-19.0,N50	Ton	6,715	61.00	409,615.00
12	Hot-Mix Asphalt Surface Course, Mix D,N50	Ton	4,895	65.00	318,175.00
13	Comb. Concrete C&G Removal and Rep.	Foot	7,125	30.00	213,750.00
14	Sidewalk Removal	Sq Ft	17,553	1.15	20,185.95
15	Portland Cement Concrete Sidewalk 5 inch	Sq Ft	18,591	6.85	127,348.35
16	Detectable Warnings	Sq Ft	492	25.00	12,300.00
17	Manholes To Be Adjusted	Each	4	425.00	1700.00
18	Inlets To Be Adjusted	Each	86	290.00	24,940.00
19	Inlets To Be Reconstructed	Each	2	900.00	1800.00
20	Type 1 Frame and Grate, Closed Lid	Each	2	375.00	750.00
21	Type 3 Frame and Grate	Each	2	435.00	870.00
22	Type 6 Frame and Grate	Each	4	560.00	2240.00
23	Domestic Water Service Box To Be Adjusted	Each	4	145.00	580.00
24	Sanitary Manholes To Be Adjusted	Each	6	1000.00	6000.00
25	Hot-Mix Asphalt Driveway Rem. & Rep.	Sq Yd	736.2	40.00	29,448.00

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
Village of North Aurora		Kane	21-00058-00-RS		2021 Annual Road Program
Item Number	Items	Unit	Quantity	Unit Price	Total
26	Portland Cem Conc Driveway Rem & Repl	Sq Yd	30	80.00	2400.00
27	Brick Paver Removal and Reset	Sq Ft	324	13.00	4212.00
28	Restoration	Sq Yd	2,677	10.12	27,091.24
29	Traffic Control & Protection, Std 701501	L Sum	1	30,000.00	30,000.00
30	Traffic Control & Protection, Std 701801	L Sum	1	6500.00	6500.00
Bidder's Total Proposal					1,550,783.92

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.