



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telsler Road
Lake Zurich, Illinois 60047

(847) 540-1696
Fax (847) 726-2182
LakeZurich.org

AGENDA ITEM
60

MEMORANDUM

Date: August 11, 2020
To: Ray Keller, Village Manager *RK*
From: Michael J. Brown, Director of Public Works
Subject: **Bid Award: Whitney Road – Phase I Watermain Improvements**

Issue: Replacement of water main on Whitney Road to address aging infrastructure and address code compliancy with the Paulus Park Barn rebuild.

Background: The Community Investment Plan identifies the replacement of water main throughout the Village due to age, condition, and water quality. The primary focus for the replacement of this segment (phase 1) is to address an aging problematic 6" cast iron water main, and to increase the capacity to accommodate adequate water volume for fire suppression upgrades at the Park Barn. The replacement of this segment also allows the Village to provide a hydraulic (capacity) improvement to the distribution system from the existing Rt. 12 water main to Whitney Road by increasing the main size to 10"

Phase 2 would continue the water main replacement south on Whitney Road to Route 22 to address additional capacity water needs in the future and provide for a more direct transmission from the Paulus Park water tower to the downtown area.

The proposed project consists of the installation of a 10" water main connection into Paulus Park and replacement of 1,200 feet of aging 6" cast iron main with 10" PVC C900 main along Whitney Road. The majority of the project will be horizontally directionally drilled with various sections utilizing open cut methods. Portions of sidewalk will require new concrete. Work will also include the restoration of areas disturbed during construction. The construction drawings were put out to bid on July 1, 2020.

Village Strategic Plan: This agenda item is consistent with the following Goals and Objectives of the Strategic Plan.

- **Goal #3 – Infrastructure:** *Ensure a sustainable, healthy and economical water source for current and future Lake Zurich residents.*

Analysis: The bid opening on July 29 yielded five (5) bids. The bid results are shown on the next page. The lowest responsible bid was received from Mauro Sewer Construction, Inc., Des Plaines,

Illinois. The Village Engineer has reviewed the bid and the bidder's references and has found the company to be a competent and reputable contractor.

Name of Bidder	Bid Amount
Mauro Sewer Construction, Inc. (Des Plaines, IL)	\$289,995.00
Berger Excavating (Wauconda, IL)	\$291,345.00
IHC Construction (Elgin, IL)	\$299,900.00
H Linden & Sons Sewer and Water, Inc. (Plano, IL)	\$300,535.00
Bolder Contractors, Inc. (Cary, IL)	\$362,500.00

A summary of the proposed budget is provided below:

<u>Whitney Road – Phase I Watermain Improvements</u>	
Construction (Base Project)	\$289,995
Contingency (10%)	\$29,000
Engineering (7%)	\$20,000
Total Estimated Cost	\$338,995

Recommendation: Award a contract for the Whitney Road – Phase I Watermain Improvements Project to Mauro Sewer Construction, Inc. of Des Plaines, IL in the amount not-to-exceed \$289,995.00, with a total project expenditure with contingency and engineering not to exceed \$338,995.00.

W/Attachments:

1. Bid Tab dated 07/29/2020
2. Bid Submittal – Mauro Sewer Construction, Inc.

2020 PAULUS PARK WTRMN IMP

07-29-20

10:00 A.M.

Company Name:	Bid Amount	BOND	ADDENDUM 1	ADDENDUM 2
BOLDER CONTRACTORS 316 Cary Point Dr Cary, IL 60013	\$ 362,500.00	YES 7/29/2020	YES 9:27 AM	YES
BERGER EXCAVATING 1205 Garland Rd Wauconda, IL 60084	\$ 291,345.00	YES 7/29/2020	YES 8:32 AM	YES
MAURO SEWER 1251 Redeker Rd Des Plaines, IL 60016	\$ 289,995.00	YES 7/29/2020	YES 9:19 AM	YES
IHC CONSTRUCTION 1500 Executive Dr Elgin, IL 60123	\$ 299,900.00	YES 7/29/2020	YES 9:49 AM	YES
H LINDEN 722 E. South St, Unit D Plano, IL 60545	\$ 300,535.00	YES 7/29/2020	YES 8:45 AM	YES

Steve Schmitt, Utilities Supt.
 Bea Corral, Purchasing Coordinator

Village Hall
 7/29/2020

10:01 AM

FORM OF PROPOSAL

TO: Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047



FROM: MAURO SEWER CONSTRUCTION, INC.
CONTRACTOR

1251 REDEKER RD.

ADDRESS

DES PLAINES, IL 60016

CITY, STATE, ZIP CODE

847-803-2033

TELEPHONE NUMBER

CARMI LULLO

CONTRACTOR'S CONTACT FOR THIS BID

mauro@sewer-water.com

E-MAIL

Gentlemen:

Having examined the Plans, Specifications, Instructions to Bidders, Form of Contract and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction as enumerated below, all in accordance with Plans, Specifications and Contract Documents prepared by Manhard Consulting, 1 Overlook Point Suite 290, Lincolnshire, Illinois 60069, and entitled:

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
Paulus Park Watermain Improvements
LAKE ZURICH, ILLINOIS

DATED: July 1, 2020

The undersigned Bidder declares that he/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease that in such cases, Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit price shown on the Schedule of Prices contained herein.

The undersigned further agrees that if the Owner decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original contract prices, Bidder will perform the work as altered, increased, or decreased at the contract unit prices. Furthermore, 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. Bidder will accept as full compensation therefore a fixed price negotiated with the Owner prior to performing extra work or at a unit price determined in the same manner.

The undersigned further agrees to execute a Contract for this work and present the same to the Owner

INSTRUCTIONS TO BIDDERS

BIDDER'S REPRESENTATIONS

- a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	07/13/2020
2	07/27/2020

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Bidder has verified quantities in the field based on the information provided in the Bidding Documents.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.
- d. Submission of bid constitutes representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

BID PRICE

- a. Type of bid: Unit Prices.
- b. The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices.

SUBMISSION OF BIDS

- a. Prepare bid on **Form of Proposal** included herewith.
- b. Submit all pages *in duplicate* of the **Form of Proposal** in sealed envelope. The duplicate copy of all prepared pages shall be marked "COPY".
- c. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:
TO: Village of Lake Zurich
Village Hall
70 East Main Street
Lake Zurich, Illinois 60047

PROPOSAL FOR: Paulus Park Watermain Improvements

- d. Retain Duplicate Copy for Bidder.
- e. Legally authorized representative of bidder shall initial Bid Proposal on bid sheet and sign Bid Proposal on last page.
- f. Business entity: Indicate on Proposal whether bidder is an individual, partnership, corporation or other business entity.
- g. Submit documents outlined under subsection ~~F.3.i~~ **E.2.b.1** of the WATERMAIN CONSTRUCTION PROCEDURES.

BID SECURITY

- a. Submit, with bid, a bid security in form of bidder's bond, cashier's check, or certified check in amount of not less than 5% of bid.
- b. Attach to the submitted Bid Proposal.
- c. Make check payable to the Village of Lake Zurich; check or bidder's bond will be forfeited and becomes property of Owner if bidder fails or refuses to enter into a contract and furnish surety bond within ten (10) calendar days after notice of award of contract.
- d. Checks of all bidders, except the three lowest bidders, will be returned within ten (10) days after award of contract.
- e. Check or bidder's bond of three lowest bidders will be returned within three (3) calendar days after execution of a contract and furnishing of acceptable surety bond by successful bidder.

WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to scheduled closing time for receipt of bids; no bid may be withdrawn for a period of sixty (60) calendar days thereafter.

EVALUATION OF BIDS

- a. Owner may consider such factors as bid price, time of completion of work, experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interests.
- b. Owner may reject any or all bids of bidders, waive informalities or technicalities in any bid, and accept bid which it deems to be in the best interests of the Owner.
- c. Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is based on the prices significantly less than the cost for the actual work anticipated and/or prices which are significantly inflated for anticipated work to be performed. The OWNER will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer. In the event any unit prices are determined to be unbalanced and contrary to the interest of the OWNER, the right is reserved to reject such bid at the discretion of the OWNER.

TAXES

The Village is exempt by law from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village's tax-exempt letter will be provided by the Public Works Department if requested by the Contractor. The Contractor shall be permitted the use of the Village's tax-exemption for only this project for which the Contractor has entered into a construction contract with the Village. Any other use of the Village's tax exemption, except for this project, is strictly prohibited.

Improvements will be dedicated to the Village of Lake Zurich upon completion.

EXECUTION OF CONTRACT

- a. Successful bidder shall, within ten (10) calendar days of notice of award of contract, enter into a written contract with Owner, on forms included with Specifications, for performance of work awarded to him.
- b. Contract, when executed, shall be deemed to include entire agreement between parties; Contractor shall not claim any modification resulting from representation of promise made by representatives of Owner or other persons.

COMMENCEMENT OF WORK

Work will not be started until contract has been executed and all applicable State and local permits, and/or bonds, and certificates of insurance have been received.

PAVEMENT CORING AND SOIL BORING REPORT

Pavement coring and soil borings have not been performed by the Owner/Engineer in the vicinity of the proposed construction site.

Further, the Owner and Engineer do not assume responsibility for the possibility that during construction the soil and groundwater condition may be different than indicated. Contractors may make their own borings, explorations and observations to determine soil and groundwater conditions at their own expense.

BIDDERS QUALIFICATIONS

The Owner at any time may request to receive the following:

- a. Personnel and facilities: If requested, satisfy the Owner as to integrity, equipment, personnel and financial ability to perform work.
- b. Business entity: Indicate on Proposal whether Bidder is an individual, partnership, corporation or other business entity.
- c. Experience: Submit list of projects of a similar nature completed by Bidder, identified as to project owner, location, approximate date of construction and cost performed by Bidder. Additional requirements per subsection **F.3.j.i E.2.b.1** of the WATERMAIN CONSTRUCTION PROCEDURES regarding qualification of work.

LIST OF SUBCONTRACTORS

Successful Bidders shall submit list of subcontractors and major material suppliers at time of approval of bid for Owner's review and approval.

COUNTER-PART DOCUMENTS

The number of counter-parts of contract and bond required to be executed is as follows:

- Three (3) original counter-parts of the Contract Documents will be required to be executed.

INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addendum and mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received after 12:00 PM on Monday, July 27, 2020 will not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

SCHEDULE OF PRICES – REVISED (ADDENDUM #2)

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices as indicated on the below schedule:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION
1	HMA PAVEMENT PATCH, FULL DEPTH (CLASS D)	SQ YD	45 20	\$290.00	\$5,800.00
2	PCC SIDEWALK REMOVE AND REPLACE, 5-INCH	SQ FT	100	\$15.00	\$1,500.00
3	RESTORATION OF LAWNS AND PARKWAYS (SEEDS & BLANKET)	SQ YD	3200	\$10.00	\$32,000.00
4	WATER MAIN, 6"	FOOT	50	\$100.00	\$5,000.00
5	WATER MAIN, 10"	FOOT	1200	\$140.00	\$168,000.00
6	WATER SERVICE, 4" (INC. VALVE AND BOX)	FOOT	65	\$157.00	\$10,205.00
7	EROSION AND SEDIMENT CONTROL	L SUM	1	\$3,000.00	\$3,000.00
8	PRESSURE CONNECTION W/ GATE VALVE, 10"	EACH	1	\$6,500.00	\$6,500.00
9	GATE VALVE, 6" W/ BOX	EACH	1	\$2,500.00	\$2,500.00
10	GATE VALVE, 10"	EACH	3	\$3,350.00	\$10,050.00
11	VALVE VAULT, 60"	EACH	2	\$2,500.00	\$5,000.00
12	FIRE HYDRANT ASSEMBLY	EACH	1	\$6,300.00	\$6,300.00
13	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)	EACH	2	\$2,950.00	\$5,900.00
14	TRAFFIC CONTROL AND PROTECTION, STATE HIGHWAY	L SUM	1	\$17,000.00	\$17,000.00
15	SURVEY LAYOUT & STAKING	L SUM	1	\$6,000.00	\$6,000.00
16	12" CASING PIPE FOR 6" PVC WATERMAIN	FOOT	20	\$126.00	\$2,520.00
17	REMOVE EXISTING 12" STORM SEWER AND REPLACE WITH 12" STORM SEWER OF WATERMAIN CLASS PIPE	FOOT	20	\$88.00	\$1,760.00
18	AGGREGATE WEDGE SHOULDER (CA-6)	SF	30	\$32.00	\$960.00
TOTAL BID – PAULUS PARK WM REPLACEMENT:				\$289,995.00	

Prepared by:



Initialed by Bidder

within ten (10) calendar days after the date of written notice of the award of the Contract to him.

The undersigned further agrees that he will commence work not later than ten (10) calendar days after written Notice to Proceed and execution and approval of the Contract and the Contract Bond, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this Contract the costs (which costs shall be considered and treated not as a penalty but as damages due the Owner) of additional engineering and observation, maintenance of detours, interest, and other items have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

Unless granted additional time in writing by the Owner, the undersigned agrees to complete the work within ninety (90) calendar days of the issue of a Notice to Proceed, with the understanding that the Notice to Proceed will be issued between August 17, 2020 and August 21, 2020.

The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of written notice of the award of the Contract to him, a Contract Bond in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance and payment of labor and materials of the work in accordance with the terms of the Contract.

Accompanying this Proposal is a bank draft, cashier's check, bid bond or certified check complying with the requirements of the Specifications, for five percent (5%) of the total bid price, made payable to the Village of Lake Zurich.

The amount of the check or draft is: FOURTEEN THOUSAND, FOUR HUNDRED NINETY NINE DOLLARS
AND SEVENTY FIVE CENTS (\$ 14,499.75).
(Fill in Amount)
Contractor to fill in Amount

If this Proposal is accepted and the undersigned fails to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute said Contract or Contract Bond; upon the undersigned properly executing a contract and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

The undersigned submits herewith his schedule of prices covering the work to be performed under the Contract; he understands that he must show in the schedule the unit prices and lump sum where applicable for which he proposes to perform each item of work; that the extension must be made by him and that if not so done, his Proposal may be rejected as irregular.



SUBMITTED: _____

07/29/2020

Date

(CORPORATE SEAL)

CONTRACTOR: MAURO SEWER CONSTRUCTION, INC.

CORPORATE NAME: MAURO SEWER CONSTRUCTION, INC.

BUSINESS ADDRESS: 1251 REDEKER RD.
DES PLAINES, IL 60016

TELEPHONE NUMBER: 847-803-2033

Attest: Courtney L. Molina
Secretary NOTARY

SIGNED BY: [Signature]
President



SUBMITTED: _____

Date

(CORPORATE SEAL)

OWNER: _____

CORPORATE NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

Attest: _____
Secretary

SIGNED BY: _____
President

CERTIFICATE OF COMPLIANCE
WITH ARTICLE 33E OF THE
CRIMINAL CODE OF 1961

The undersigned, PASQUALE MAURO, being the Contractor submitting a bid for the public project as described in these bid documents, hereby certifies that the undersigned is not barred from bidding on the public contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, approved July 28, 1961, as amended.

Date: 07/28/2020

Contractor: MAURO SEWER CONSTRUCTION, INC.

By: , PASQUALE MAURO, PRESIDENT

Attest: , ROBERT SACCO, OFFICE MANAGER

NON-COLLUSION STATEMENT

By submission of this Bid, the undersigned certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
4. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being Bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs 1 through 3, above, and as their agent shall so certify; and shall also certify the he has not participated, and will not participate in any action contrary to Paragraphs 1 through 3 above.

COMPLIANCE WITH ARTICLE 33 OF THE CRIMINAL CODE OF 1961

I have completed the certificate included as part of this Bid Form regarding compliance with Article 33 of the Criminal code of 1961.

RESPECTFULLY SUBMITTED, signed and sealed this 29TH day of JULY, 2020

Contractor: MAURO SEWER CONSTRUCTION, INC.

By (Signature) *Pasquale Mauro*, PASQUALE MAURO

Title: PRESIDENT

Business Address: 1251 REDEKER RD.

City/State: DES PLAINES, IL 60016

ATTEST:

Secretary: *Courtney L. Molina*
NOTARY

SEAL



ADDENDUM NO. 1
VILLAGE OF LAKE ZURICH
PAULUS PARK WATERMAIN IMPROVEMENTS

July 13, 2020

TO: ALL PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

ADDENDUM NO. 1

This Addendum is an integral part of the contract documents and shall be treated as such. Bidders shall acknowledge receipt of this Addendum by signing below and including this sheet in the bid proposal as indicated below.

This Addendum No. 1 contains the following revisions detailed below;

- 1. Pursuant to the State of Illinois entering "Phase 4: Revitalization" of the State's COVID-19 Response Plan, it has been decided to hold the mandatory Pre-Bid Conference on-site, outside following the CDC's social distancing and gatherings of 50 people or fewer recommendations. The Conference will be held in front of the Village of Lake Zurich Park & Recreation Barn on Wednesday, July 15, 2020 at 1:00PM.**



Signed: _____

Courtney Molina

COURTNEY MOLINA

Printed Name

MAURO SEWER CONSTRUCTION, INC.

Name of Company

REVISIONS:

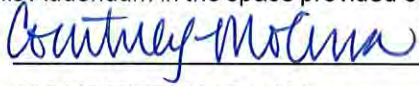
End of Addendum # 1.

ADDENDUM NO. 2
VILLAGE OF LAKE ZURICH
PAULUS PARK WATERMAIN IMPROVEMENTS
JULY 27, 2020

TO: ALL ELIGIBLE PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

This Addendum forms a part of the Contract Documents and modifies the Bid Documents Dated July 1, 2020. Contractor shall acknowledge receipt of this Addendum by signing below and emailing a scanned copy of the Addendum signature page to cgheysen@manhard.com. Contractor must also acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may disqualify the Bidder.

Signed: 
COURTNEY MOLINA
Printed Name
MAURO SEWER CONSTRUCTION, INC.
Name of Company

This Addendum contains the list of eligible bidders that attended the mandatory pre-bid meeting held at 1:00PM on Wednesday, July 15, 2020; a clarification concerning references to qualification of work; revised "Schedule of Prices" and revised Sheets 2, 3, 4 & 7 of the Plans.

The following contractors attended the mandatory pre-bid meeting held at Paulus Park in the Village of Lake Zurich on Wednesday, July 15, 2020 at 1:00PM and are the only eligible contractors to bid this project:

<u>Name</u>	<u>Company</u>
Doug Abbey	Bolder Contractors
Joel O. Avitia	Berger Excavating
Jaime Cantu	Mauro Sewer
Phil Livingston	IHC Construction
Rich Johasten	RJ Underground
Brian Burke	H. Linden

CHANGES TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS:

The following changes are in the revised pages of the Specifications Package and are in bold, yellow-highlighted font:

- Pages 3-4 – "Notice to Bidders" – Deletion of drop box, revision to reference Section E.2.b.1 and revision to date
- Pages 5 and 7 - "Instructions to Bidders" – Revision to reference Section E.2.b.1
- Page 8 – "Schedule of Prices" Revised Quantity for Item 1 and Added New Items 16, 17, and 18
- Pages 49-50 – "RESTORATION OF LAWNS AND PARKWAYS (SEED & BLANKET)" – additions to specifications

The following sheets of the proposed improvement plans shall be replaced with the attached revised sheets per revisions made to address comments received from the IEPA concerning pipe protection for a new watermain installed under an existing sewer:

SHEET 2 OF 8 "DEMOLITION AND SOIL EROSION CONTROL PLAN": Revision Dated 7-16-2020
SHEET 3 OF 8 "UTILITY PLAN": Revision Dated 7-16-2020
SHEET 4 OF 8 "WATERMAIN PROFILES": Revision Dated 7-16-2020
SHEET 7 OF 8 "CONSTRUCTION DETAILS": Revision Dated 7-13-2020

End of Addendum # 2.



Bid Bond

CONTRACTOR:

(Name, legal status and address)
Mauro Sewer Construction, Inc.
1251 Redeker Road
Des Plaines, IL. 60016

SURETY:

(Name, legal status and address)
The Guarantee Company of North America USA
One Towne Square, Suite #1470
Southfield, MI 48076

OWNER:

(Name, legal status and address)
Village of Lake Zurich
70 East Main Street
Lake Zurich, IL. 60047

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address and Project number, if any)
Paulus Park Watermain Improvements

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of July, 2020

Courtney Molina
Witness Courtney Molina, Oper. Mgr.

BY: Mauro Sewer Construction, Inc.
Principal (Seal)
Pasquale Mauro, President (Title)

Witness

(Title), (Seal)

Ronee Kieft
Witness Ronee Kieft, Oper. Mgr.

The Guarantee Company of North America USA
James Tragos, Attorney-in-Fact (Title), (Seal)

Rev. 8/6/2018

The language of this document conforms exactly to the language used in AIA Document A310 - Bid Bond 2010 edition.

One Towne Square, Suite 1470, Southfield, Michigan, USA 48076 | Tel: 248.281.0281 1.866.328.0567 | Fax: 248.750.0431



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Greg Cerniglia, James Tragos, Donald J. Scott, Roneelynn Kieft
S & C Insurance Center, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

**STATE OF MICHIGAN
County of Oakland**

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 29th day of July, 2020

Randall Musselman, Secretary

REFERENCES (Mauro)

JOB NAME	OWNER/GC	TYPE OF WORK	CONTRACT AMOUNT	CONTACT
HANOVER PARK COUNTRYSIDE DRIVE & ORCHARD LANEWATER MAIN & RESURFACING (2019)	SCHROEDER ASPHALT	WATER MAIN	\$493,495.00	BRENT SCHROEDER 815/923-4380 brent@schroederasphalt.com
HUNTLEY WATER MAIN REPLACEMENT (2019)	VILLAGE OF HUNTLEY	WATER MAIN	\$429,955.00	GREG SANDERS (847) 823-0500 gsanders@cbbel.com
ELGIN NEIGHBORHOOD STREET REHABILITATION & WATER MAIN REPLACEMENT (2019)	LANDMARK CONTRACTORS	STORM SEWER, WATER MAIN	\$984,756.00	CJ GRAVES 847-669-5474 cjgraves@golandmark.com
NORTHBROOK WATER MAIN IMPROVEMENTS (2019)	VILLAGE OF NORTHBROOK	WATER MAIN	\$1,179,975.30	Martin Sobanski 847/664-4118 Martin.Sobanski@northbrook.il.us



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 575B

Mauro Sewer Construction, Inc.
1251 Redeker Road Des Plaines, IL 60016

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,500,000.00

001	EARTHWORK	\$650,000
012	DRAINAGE	\$1,500,000
017	CONCRETE CONSTRUCTION	\$25,000
034	DEMOLITION	\$25,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/13/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/13/2020.

Jim Bell

Engineer of Construction

RJ Underground References (Drilling)

7/28/2020
1.) A

Class of Work	Description of Work	Contract Amount	Estimated Date of Completion	Who Contracted With Name, Address, Phone	Engineer	Job Location
Water Main	2,805' of 8" Certa-Lok Water Main	\$ 140,000.00	Winter 2018	Globe Contractors N50 W23076 Betker Rd Pewaukee, WI 262-246-0600	Wauwatosa Engineering Dept 7725 W North Ave, Milwaukee WI 53213 1-414-479-8927	Wauwatosa, WI
Water Main	3,785' of 8" Ductile Water Main	\$ 181,680.00	Spring 2018	Copenhaver 75 Koppie Drive Gilberts IL 1-847-428-6696	Village of Schaumburg 101 Schaumburg Court Schaumburg IL 60193 1-847-895-4500	Schaumburg IL
Water Main	737' of 24" Ductile Water Main	\$ 386,925.00	Spring 2018	Bolder Construction 316 Cary Point Drive, Cary IL 1-847-236-0785	Baxter & Woodman 1548 Bond St, Suite 103 naperville IL 60563 Steve Verseman 1-815-459-1259	Niles IL
Water Main	1,477' of 20" Ductile Water Main	\$ 385,497.00	Summer 2018	Bolder Construction 316 Cary Point Drive, Cary IL 1-847-236-0786	Baxter & Woodman 1548 Bond St, Suite 103 naperville IL 60563 Steve Verseman 1-815-459-1260	Niles IL
Fuel lines	836' of 20" Steel Fuel Lines	\$ 295,000.00	Spring 2019	Mecon Industries 2703 Bernice Road Lansing IL, 60438 708-474-8300	Chicago Department of Aviation	Chicago IL
Water Main	295' of 24" HDPE Water Main	\$ 160,000.00	Spring 2019	Fischer Excavating Inc 1567 N.Heine Road Freeport IL 61032 1-815-233-3232	Ruekert & Mielke W233 N2080 Ridgeview Pkwy Waukesha WI 53188 Kenneth Ward 1-262-542-5733	Racine WI
Water Main	2,200' of 12" PVC Water Main	\$ 140,000.00	Summer 2019	Globe Contractors N50 W23076 Betker Rd Pewaukee, WI 262-246-0600	Baxter & Woodman 256 S Pine Street Burlington WI 53105 Mark Kolczaski 1-262-763-7834	Paddock lake WI
Force Main & Water Main	1,195' of 16" HDPE Force Main 1,195' of 20" HDPE Water Main	\$ 1,000,000.00	Spring 2020	Joel Kennedy Construction 2830 N Lincoln Ave Chicago, IL 773-286-7757	Trotter & Associates 40W201 Wasco Road St Charles IL 60175 1-630-587-0470	Fox Lake IL