

RESOLUTION 2021-065

PASSED: AUGUST 9, 2021

AUTHORIZING THE AWARD OF A CONSTRUCTION SERVICES CONTRACT TO MANEVAL CONSTRUCTION IN THE AMOUNT OF \$155,257.93 FOR THE CONSTRUCTION OF A NEW SHARED USE PATH ALONG FAIRVIEW DRIVE, WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO A COMBINED PROJECT TOTAL NOT TO EXCEED \$160,000.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City maintains and improves shared use paths as part of its transportation networks; and

WHEREAS, the City's corporate authorities find that it is in the best interest of the public welfare to improve the Right-of-Way, including for separated use of cyclists and pedestrians as pursued with the construction of a new shared use path along Fairview Drive; and

WHEREAS, the City publicly opened bids on July 28, 2021 with the lowest responsible bidder as Manveval Construction (the "CONTRACTOR").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve, authorize, direct, and ratify the City Manager to enter into an agreement with Contractor in a form acceptable to him for the Afton Road Construction project in an amount of \$155,257.96 with staff authority to approve change orders up to a combined project total of \$160,000.

SECTION 2: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 9th day of August 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



Contractor's Name

Maneval Construction

Contractor's Address

28090 W Concrete Drive

City

Ingleside

State

IL

Zip Code

60041

STATE OF ILLINOIS

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

N / A

Street Name/Road Name

Fairview Dr. SUP Ext-Seg A

Type of Funds

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

City Engineer

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of DeKalb	Fairview Dr. SUP Ext-Seg A	DeKalb	N / A

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of DeKalb _____, known as the party of the first part, and Maneval Construction _____, its successor, and assigns, known as the party of the second part.
2. 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.
3. 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 N / A _____ in City of DeKalb _____, approved by the Illinois Department of Transportation on N / A _____, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of DeKalb _____

Executive Attest

 Date 8-20-21

(SEAL)



(SEAL)

Party of the First Part
 By: _____ Date 8-20-21

(If a Corporation)

Corporate Name

 President, Party of the Second Part
 By: _____ Date 8/13/21

(If a Limited Liability Corporation)

LLC Name

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

(If a Partnership)

Partner	Date
Partner	Date

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

(If an individual)
 Party of the Second Part

 Date

Attest:
 Secretary

 Date 8/13/21

(SEAL)



COVER SHEET

Proposal Submitted By:

Contractor's Name

MANEVAL CONSTRUCTION

Contractor's Address

29090 W. CONC. DR

City

Ingleside

State

IL

Zip Code

60041

STATE OF ILLINOIS

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

NOT APPLICABLE

Route(s) (Street/Road Name)

Fairview Dr. SUP Ext-Seg A

Type of Funds

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

7-15-21

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

N/A

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb	NOT APPLICABLE	Fairview Dr. SUP Ext-Seg A

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Engineering Division, City of DeKalb

1216 Market Street, DeKalb, IL 60115 until 2:00 PM on 07/28/21
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Engineering Division, City of DeKalb

1216 Market Street, DeKalb, IL 60115 at 2:00 PM on 07/28/21
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
City of DeKalb	1,446 feet

Proposed Improvement

The project consists of the construction of a 10' wide HMA path along the North side of Fairview Drive in the City of DeKalb. Improvements include earth excavation, HMA paving, concrete sidewalk, and curb / gutter removal and replacement. The mandatory alternate bid includes the construction of ADA sidewalk ramps at the intersection of Fairview Drive and Macom Drive.

1. Plans and proposal forms will be available in the office of

Fehr Graham, 515 Lincoln Highway, Rochelle, IL 61068 for a non-refundable fee of \$100. Also available electronically at www.fehr-graham.com for a non-refundable fee of \$25.

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	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb	NOT APPLICABLE	Fairview Dr. SUP Ext-Seg A

PROPOSAL

1. Proposal of MANEVAL CONSTRUCTION
 Contractor's Name
COMPANY
 Contractor's Address

2. The plans for the proposed work are those prepared by Fehr Graham
 and approved by the Department of Transportation on Not Applicable
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 11/15/21 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 City of DeKalb
 The amount of the check is Bid Bond (\$7.).

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 _____.



Schedule of Prices



Contractor's Name

MANEVAL CONSTRUCTION Co

Contractor's Address

28090 W. CONC. DR

City

Ingleside

State

IL

Zip Code

60041

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

Route(s) (Street/Road Name)

Fairview Dr. SUP Ext-Seg A

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
	BASE BID:				
20101400	NITROGEN FERT NUTR	POUND	101.00	2.10	212.10
20101500	PHOSPHORUS FERT NUTR	POUND	101.00	2.10	212.10
20101600	POTASSIUM FERT NUTR	POUND	101.00	2.10	212.10
20200100	EARTH EXCAVATION	CU YD	450.00	31.90	14355.00
20800150	TRENCH BACKFILL	CU YD	40.00	52.20	2088.00
21400100	GRADING & SHAP DITCH	FOOT	930.00	13.34	12406.20
25000110	SEEDING CL 1A	ACRE	1.12	4725.00	5292.00
25100105	MULCH METHOD 1	ACRE	1.12	4725.00	5292.00
28000500	INLET & PIPE PROTECT	EACH	6.00	115.50	693.00
35101400	AGG BSE CSE B	TON	610.00	37.12	22643.20
40600275	BIT MATLS PR CT	POUND	2937.00	.23	675.51
40604050	HMA SC IL-9.5 C N50	TON	236.00	114.84	27102.24
42400400	PC CONC SIDEWALK 5	SQ FT	608.00	10.50	6384.00
42400800	DETECABLE WARNINGS	SQ FT	124.00	42.00	5208.00
44000100	PAVEMENT REM	SQ YD	21.00	13.92	292.32
44000500	COMB CURB GUTTER REM	FOOT	103.00	5.80	597.40
54213660	PRC FLAR END SEC 15	EACH	2.00	516.20	1032.40
550A0360	STORM SEW CL A 2 15	FOOT	157.00	89.32	14023.24
55100500	STORM SEWER REM 12	FOOT	13.00	11.60	150.80

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
City of DeKalb		DeKalb			Fairview Dr. SUP Ext-Se
Item Number	Items	Unit	Quantity	Unit Price	Total
55100700	STORM SEWER REM 15	FOOT	28.00	11.60	324.80
60218400	MAN TA 4 DIA T1F OL	EACH	1.00	3799.00	3799.00
60218500	MAN TA 4 DIA T1F CL	EACH	1.00	3799.00	3799.00
60234200	INLETS TA T3F&G	EACH	1.00	2180.80	2180.80
60603800	COMB CC&G TB6.12	FOOT	103.00	36.75	3785.25
67100100	MOBILIZATION	L SUM	1.00	13480.00	13480.00
78000400	THPL PVT MK LINE 6	FOOT	126.00	5.25	661.50
78000600	THPL PVT MK LINE 12	FOOT	120.00	21.00	2520.00
78000650	THPL PVT MK LINE 24	FOOT	10.00	21.00	210.00
X6024240	INLETS SPL	EACH	1.00	2552.00	2552.00
X6050700	REMOVE INLET BOX	EACH	1.00	174.00	174.00
X7010216	TRAF CONT & PROT SPL	L SUM	1.00	2900.00	2900.00
Bidder's Total Proposal					155257.96

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.



Schedule of Prices



Contractor's Name

MANEVAL CONSTRUCTION

Contractor's Address

28090 W. CONC. DR

City

INGLESIDE

State

IL

Zip Code

60041

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

Route(s) (Street/Road Name)

Fairview Dr. SUP Ext-Seg A

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
	ALTERNATE BID #1:				
42400400	PC CONC SIDEWALK 5	SQ FT	870.00	10.00	8700.00
42400800	DETECABLE WARNINGS	SQ FT	96.00	40.00	3840.00
44000500	COMB CURB GUTTER REM	FOOT	86.00	5.00	430.00
60603800	COMB CC&G TB6.12	FOOT	86.00	35.00	3010.00
78000400	THPL PVT MK LINE 6	FOOT	123.00	5.25	645.75
78000600	THPL PVT MK LINE 12	FOOT	144.00	21.00	3024.00
Bidder's Total Proposal					19649.75

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.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb	NOT APPLICABLE	Fairview Dr. SUP Ext-Seg A

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)
City of DeKalb	DeKalb	NOT APPLICABLE	Fairview Dr. SUP Ext-Seg A

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

--

(If a corporation)

Corporate Name	
MANEVAL CONSTRUCTION CO	
Signature	Date
	7/28/21
Title	
PRESIDENT	
Business Address	
28090 W. CONC. DR	
City	State Zip Code
INGLESIDE	IL 60041

Insert Names of Officers

President
DEBORAH MANEVAL

Attest:



Secretary

DEBORAH MANEVAL

Treasurer

DEBORAH MANEVAL



**Illinois Department
of Transportation**

Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Fairview Dr SUP Ext-Seg A	NOT APPLICABLE

Bond information to be returned to Local Public Agency at 1216 Market Street, DeKalb, IL 60115
Complete Address

We, Maneval Construction Company, Inc., 28090 West Concrete Drive, Ingleside, IL 60041
Contractor's Name and Address

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

Hudson Insurance Company, 100 William Street, 5th Floor, New York, NY 10038
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
One Hundred Fifty-five Thousand Two Hundred Fifty-seven And 96/100

Dollars (\$155,257.96) 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 16th day of August, 2021
Day Month and Year

PRINCIPAL

Company Name
Maneval Construction Company, Inc.

By
Signature & Title [Signature] Date 8.17.21

Attest
Signature & Title [Signature] Date 8.17.21

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 LAKE

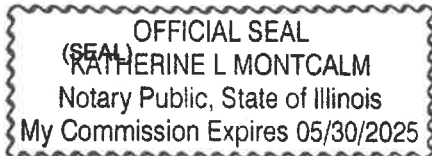
I, KATHY MONTCALM, a Notary Public in and for said county, do hereby certify that
Notary Name

DEBORAH MANEVAL

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 17 day of Aug, 2021
Day Month, Year



Notary Public Signature

Katherine L Montcalm

Date commission expires

SURETY

Name of Surety

Hudson Insurance Company

Title

By:

Todd Schaap, Attorney-in-Fact

STATE OF Wisconsin

COUNTY OF Racine

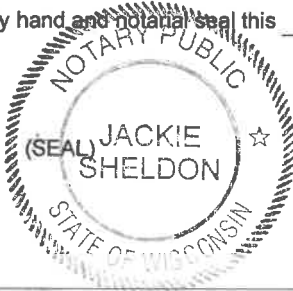
I, Jackie Sheldon, a Notary Public in and for said county, do hereby certify that
Notary Name

Todd Schaap

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 16th day of August, 2021
Day Month, Year



Notary Public Signature

Jackie Sheldon

Date commission expires 2/13/2023

Approved this _____ day of _____, _____
Day Month, Year

Attest:

Executive Assistant

Local Public Agency ~~Signature~~ Signature

Date

[Signature]

8/24/21

City

Local Public Agency Type

Awarding Authority

Awarding Authority Signature

Date

[Signature]

[Signature]



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap of the state of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of April, 20 21 at New York, New York.



Attest.....
Dina Daskalakis
Corporate Secretary

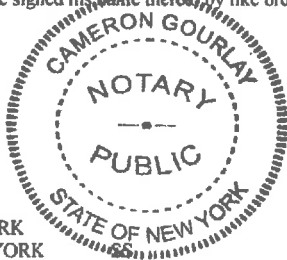
HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 1st day of April, 20 21 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of August, 2021.



By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

NOTICE OF AWARD

Dated 8/9/2021

TO: Maneval Construction
(BIDDER)

ADDRESS: 28090 W. Concrete Drive Ingleside, IL

CONTRACT/PROJECT Fairview Drive SUP Extension, Seg. A
(Insert name of Contract as it appears in Bidding Documents)

You are notified that your Bid dated 7/28/21 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded the Contract.

Contract Price of your Contract is \$155,257.96

2 copies of each of the proposed Contract documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions within fifteen (15) days of the date of this Notice of Award.

Deliver to the OWNER 2 fully executed counterparts of the Contract Documents.

Deliver with the executed Contract Documents the CONTRACTOR'S proof of insurance, if not previously provided.

(List other conditions precedent). Performance Bond

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully executed counterpart of the Contract Documents.

City of DeKalb
(OWNER)

By: 
(AUTHORIZED SIGNATURE)

City Manager (TITLE)

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

July 28, 2021

Mr. Zac Gill, P.E.
City Engineer
City of DeKalb
1216 Market Street
DeKalb, IL 60115

**Re: Fairview Drive SUP Extension - Segment A
Letter of Recommendation**

Dear Mr. Gill,

In compliance with the Notice To Bidders for the above-referenced project, bid packages were available through QuestCDN.com and our office with bids due by 2:00 p.m., July 28, 2021. Two companies held bid packages, both were identified as prime bidders and both complete bids were received for the opening at City Hall.

Our office has completed a review of the Base and Alternate Bid (No. 1) and the low total bid (base + alternate) was submitted by **Maneval Construction, 28090 W. Concrete Drive, Ingleside, Illinois 60041** with the necessary forms included in their submittal. A summary of the bid results is as follows:

	ENGINEER'S ESTIMATE	Maneval Construction	Elliott & Wood, Inc.
BASE BID	\$130,565.25	\$155,257.96	\$170,175.33
ALTERNATE BID NO. 1	\$20,272.00	\$19,649.75	\$23,955.95
TOTALS (BASE & ALTERNATES)	\$150,837.25	\$174,907.71	\$194,131.28

Fehr Graham recommends award of the City of DeKalb, Fairview Drive SUP Extension project Base Bid to **Maneval Construction for \$155,257.96.**

Fehr Graham can proceed with preparing the contract documents should you decide to move forward with this work. Thank you for the opportunity to provide you with professional services. Should you need anything further, please contact our office anytime.

Sincerely,



Jason T. Stoll, PE
Principal/Branch Manager

JTS:kmd

Enclosure

O:\DeKalb, City of\21-207 SUP Extension\PA Final\21-207 DeKalb Fairview Dr. SUP Extension - Ltr of Rec .docx



Tabulation of Bids - 7 Bidders

Local Public Agency	County	Section Number	Letting Date
City of DeKalb	DeKalb	NOT APPLICABLE	07/28/21

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$130,516.25	

Bidder's Name	Maneval Construction	Elliott and Wood, Inc.			
Bidder's Address	28090 W Concrete Drive	210 Industrial Dr, PO544			
City, State, Zip	Ingleside, IL 60041	DeKalb, IL0115			
Proposal Guarantee					
Terms					

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID #1:																			
20101400	NITROGEN FERT NUT		POUND	101.00	\$1.0000	\$101.00	\$2.1000	\$212.10	\$3.0000	\$303.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
20101500	PHOSPHORUS FERT N		POUND	101.00	\$1.0000	\$101.00	\$2.1000	\$212.10	\$3.0000	\$303.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
20101600	POTASSIUM FERT NUT		POUND	101.00	\$1.0000	\$101.00	\$2.1000	\$212.10	\$3.0000	\$303.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
20200100	EARTH EXCAVATION		CU YD	450.00	\$25.0000	\$11,250.00	\$31.9000	\$14,355.00	\$90.0000	\$40,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
20800150	TRENCH BACKFILL		CU YD	40.00	\$35.0000	\$1,400.00	\$52.2000	\$2,088.00	\$30.0000	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
21400100	GRADING & SHAP DITC		FOOT	930.00	\$12.0000	\$11,160.00	\$13.3400	\$12,406.20	\$14.0000	\$13,020.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
25000110	SEEDING CL 1A		ACRE	1.12	\$4,000.0000	\$4,480.00	\$4,725.0000	\$5,292.00	\$3,900.0000	\$4,368.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
25100105	MULCH METHOD 1		ACRE	1.12	\$3,500.0000	\$3,920.00	\$4,725.0000	\$5,292.00	\$2,250.0000	\$2,520.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
28000500	INLET & PIPE PROTEC		EACH	8.00	\$150.0000	\$900.00	\$115.5000	\$893.00	\$10.0000	\$60.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
35101400	AGG BSE CSE B		TON	810.00	\$35.0000	\$21,350.00	\$37.1200	\$22,943.20	\$25.0000	\$15,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
40600275	BIT MATLS PR CT		POUND	2937.00	\$0.2500	\$734.25	\$0.2300	\$875.51	\$0.0100	\$29.37		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
40604050	HMA SC IL-9.5 C N50		TON	236.00	\$80.0000	\$18,880.00	\$114.8400	\$27,102.24	\$107.1100	\$25,277.96		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
42400400	PC CONC SIDEWALK 5		SQ FT	608.00	\$13.0000	\$7,904.00	\$10.5000	\$6,384.00	\$12.0000	\$7,296.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
42400800	DETECABLE WARNING		SQ FT	124.00	\$40.0000	\$4,960.00	\$42.0000	\$5,208.00	\$30.0000	\$3,720.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
44000100	PAVEMENT REM		SQ YD	21.00	\$8.0000	\$168.00	\$13.9200	\$292.32	\$20.0000	\$420.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
44000500	COMB CURB GUTTER		FOOT	103.00	\$5.0000	\$515.00	\$5.8000	\$597.40	\$30.0000	\$3,090.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
54213690	PRC FLAR END SEC 15		EACH	2.00	\$1,000.0000	\$2,000.00	\$516.2000	\$1,032.40	\$1,500.0000	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
550A0380	STORM SEW CL A 2 15		FOOT	157.00	\$80.0000	\$12,560.00	\$89.3200	\$14,023.24	\$60.0000	\$9,420.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
55100500	STORM SEWER REM 1		FOOT	13.00	\$15.0000	\$195.00	\$11.8000	\$150.80	\$55.0000	\$715.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
55100700	STORM SEWER REM 1		FOOT	28.00	\$15.0000	\$420.00	\$11.6000	\$324.80	\$35.0000	\$980.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
60218400	MAN TA 4 DIA T1F OL		EACH	1.00	\$4,000.0000	\$4,000.00	\$3,799.0000	\$3,799.00	\$3,500.0000	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
60218500	MAN TA 4 DIA T1F CL		EACH	1.00	\$4,000.0000	\$4,000.00	\$3,799.0000	\$3,799.00	\$3,500.0000	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
60234200	INLETS TA T3F&G		EACH	1.00	\$3,000.0000	\$3,000.00	\$2,180.8000	\$2,180.80	\$4,500.0000	\$4,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
60603800	COMB CC&G TB6.12		FOOT	103.00	\$45.0000	\$4,635.00	\$36.7500	\$3,785.25	\$85.0000	\$8,755.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
67100100	MOBILIZATION		L SUM	1.00	\$2,500.0000	\$2,500.00	\$13,480.0000	\$13,480.00	\$8,200.0000	\$8,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
78000400	THPL PVT MK LINE 6		FOOT	126.00	\$2.0000	\$252.00	\$5.2500	\$661.50	\$5.0000	\$630.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
78000600	THPL PVT MK LINE 12		FOOT	120.00	\$4.0000	\$480.00	\$21.0000	\$2,520.00	\$6.0000	\$720.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
78000650	THPL PVT MK LINE 24		FOOT	10.00	\$5.0000	\$50.00	\$21.0000	\$210.00	\$20.0000	\$200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
XB024240	INLETS SPL		EACH	1.00	\$3,000.0000	\$3,000.00	\$2,552.0000	\$2,552.00	\$3,500.0000	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
XB050700	REMOVE INLET BOX		EACH	1.00	\$500.0000	\$500.00	\$174.0000	\$174.00	\$1,400.0000	\$1,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
X7010216	TRAF CONT & PROT S		L SUM	1.00	\$5,000.0000	\$5,000.00	\$2,900.0000	\$2,900.00	\$3,495.0000	\$3,495.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00



Letting Date

07/28/21

Terms

[illegible]