



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2017 Sidewalk and Curb Maintenance Project																
Presenter & Title:	Brian L. Schiber, P.E. ADPW/City Engineer																
Date:	July 5, 2017																
Please Check Appropriate Box:																	
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting														
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting														
	Public Hearing		Other -														
Associated Strategic Plan Goal/Objective: Plan Vision 5, Goal I																	
Estimated Cost: \$50,000		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No														
If "Other Funding," please explain how the item will be funded:																	
Executive Summary:																	
<p>This is a small part of the overall 2017 Capital Improvements. This project will be completed in two phases (Spring and Fall of 2017). The bid amounts listed below are for both phases. The second phase will be completed in the Fall. The work involves the removal and replacement of defective sidewalks and curbs at various locations throughout the City.</p> <p>The City sought out and received seven (7) bids and they are summarized below:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Strada Construction Company</td> <td style="text-align: right;">\$40,083.00</td> </tr> <tr> <td>Schroeder & Schroeder</td> <td style="text-align: right;">\$53,042.50</td> </tr> <tr> <td>Mondi Construction</td> <td style="text-align: right;">\$82,528.00</td> </tr> <tr> <td>Alliance Contractors, Inc.</td> <td style="text-align: right;">\$75,726.00</td> </tr> <tr> <td>Triggi Construction, Inc.</td> <td style="text-align: right;">\$43,990.00</td> </tr> <tr> <td>Davis Concrete Construction</td> <td style="text-align: right;">\$47,629.25</td> </tr> <tr> <td>Copenhaver Construction</td> <td style="text-align: right;">\$58,936.00</td> </tr> </table> <p>The bid submitted by Strada Construction Company for \$40,083.00 is the low bid. Strada Construction Company has satisfactorily completed this same type of sidewalk/curb maintenance work previously, so the engineering staff is familiar with Strada Construction Company's work, and their work has been satisfactory.</p>				Strada Construction Company	\$40,083.00	Schroeder & Schroeder	\$53,042.50	Mondi Construction	\$82,528.00	Alliance Contractors, Inc.	\$75,726.00	Triggi Construction, Inc.	\$43,990.00	Davis Concrete Construction	\$47,629.25	Copenhaver Construction	\$58,936.00
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Attachments: <i>(please list)</i>																	
<ul style="list-style-type: none"> • Resolution • Bid Tabulations 																	
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>																	
<p>In consideration of the above information, I respectfully recommend that the City of Geneva City Council award the contract for the 2017 Sidewalk and Curb Maintenance Project to Strada Construction Company in a not to exceed amount of \$40,083.00.</p>																	

RESOLUTION NO. 2017-74

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
with Strada Construction Company for
“2017 Sidewalk and Curb Maintenance Project”**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Construction Contract with Strada Construction Company, relating to the removal and replacement of defective sidewalk and curb at various locations throughout the City of Geneva, IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ___ ___ day of July, 2017.

AYES: ___ NAYS: ___ ABSENT: ___ ABSTAINING: ___ HOLDING OFFICE: ___

Approved by me this ___ day of _____, 2017.

Mayor

ATTEST:

City Clerk

City of Geneva
2017 Sidewalk and Curb Maintenance Project

BID TAB

Bid Opened: June 29, 2017 @ 10:00 AM

Description	Plan		Engineer's Estimate		STRADA CONSTRUCTION COMPANY		Triggi Construction, Inc		Davis Concrete Construction Company		Schroeder & Schroeder, INC.		Copenhaver Construction, Inc.		Alliance Contractors, Inc		Mondi Construction, Inc	
	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
PCC SIDEWALK REMOVAL AND REPLACEMENT, 5"	SQ FT	4,415.0	\$9.25	\$ 40,838.75	\$ 8.00	\$ 35,320.00	\$ 8.00	\$ 35,320.00	\$ 8.95	\$ 39,514.25	\$ 9.50	\$ 41,942.50	\$8.00	\$ 35,320.00	\$ 15.00	\$ 66,225.00	\$ 14.00	\$ 61,810.00
PCC SIDEWALK REMOVAL AND REPLACEMENT, 7"	SQ FT	170.0	\$10.25	\$ 1,742.50	\$ 8.70	\$ 1,479.00	\$ 10.00	\$ 1,700.00	\$ 9.50	\$ 1,615.00	\$ 10.00	\$ 1,700.00	\$10.00	\$ 1,700.00	\$ 20.00	\$ 3,400.00	\$ 23.00	\$ 3,910.00
DETECTABLE WARNINGS	SQ FT	24.0	\$30.00	\$ 720.00	\$ 16.00	\$ 384.00	\$ 30.00	\$ 720.00	\$ 50.00	\$ 1,200.00	\$ 50.00	\$ 1,200.00	\$29.00	\$ 696.00	\$ 25.00	\$ 600.00	\$ 42.00	\$ 1,008.00
PCC CURB REMOVAL AND REPLACEMENT, B6.12	FEET	40.0	\$40.00	\$ 1,600.00	\$ 35.00	\$ 1,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 55.00	\$ 2,200.00	\$43.00	\$ 1,720.00	\$ 100.00	\$ 4,000.00	\$ 70.00	\$ 2,800.00
MOBILIZATION	L SUM	1.0	\$900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$2,500.00	\$ 2,500.00	\$15,000.00	\$ 15,000.00	\$ 1.00	\$ 1.00	\$ 7,000.00	\$ 7,000.00
TRAFFIC CONTROL AND PROTECTION	L SUM	1.0	\$1,700.00	\$ 1,700.00	\$ 500.00	\$ 500.00	\$ 2,250.00	\$ 2,250.00	\$ 1,500.00	\$ 1,500.00	\$3,500.00	\$ 3,500.00	\$4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00
TOTALS				\$47,501.25		\$40,083.00		\$ 43,990.00		\$ 47,629.25		\$53,042.50		\$58,936.00		\$75,726.00		\$82,528.00

**CONTRACT
AND PROJECT SPECIFICATIONS
FOR
2017 SIDEWALK AND CURB MAINTENANCE PROJECT
CITY OF GENEVA, ILLINOIS**

CONTRACTOR'S NAME: STRADA CONSTRUCTION CO.

STREET ADDRESS: 1742 W. ARMITAGE COURT

CITY: ADDISON **STATE:** ILLINOIS **ZIP CODE:** 60101

JULY 2017

INDEX

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NOTICE TO BIDDERS

Bids submitted in duplicate, in a sealed envelope with the words "2017 SIDEWALK AND CURB MAINTENANCE PROJECT" clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 A.M. Thursday, June 29, 2017** at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read aloud. The unit price submitted shall be for furnishing of all equipment, materials, labor, and incidentals necessary to complete the work in a workmanlike manner for the construction of approximately:

1)	4,415 SQ FEET	PCC SIDEWALK 5", REMOVAL AND REPLACEMENT
2)	170 SQ FEET	PCC SIDEWALK 7", REMOVAL AND REPLACEMENT
3)	24SQ FEET	DETECTABLE WARNING
4)	40 FEET	PCC CURB REMOVAL AND REPLACEMENT
5)	1 EACH	MOBILIZATION
6)	1 LUMP SUM	TRAFFIC CONTROL AND PROTECTION

All proposals shall be accompanied by a proposal guaranty equaling an amount not less than 10% of his bid amount. This guaranty may be in the form of a Bid Bond or cashier's check. The successful Bidder shall be required to submit a Contract Bond equaling 100% of the contract amount.

The successful Bidder shall submit a current proof of insurance with the City of Geneva listed as Additionally Insured.

All Bidders at the time of signing this contract and thereafter, shall pay to all his/her employees and suppliers performing work under this contract no less than the current prevailing wages in Kane County, Illinois.

PREVAILING WAGE REQUIREMENTS

Please be aware of the following two requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these public acts under this contract. Starting from the date the notice to proceed is issued, the Contractor and the Subcontractor will submit certified payroll records every calendar month for work done on this project as stated below.

- A. **CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515):** Effective August 10, 2005, Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number (the last four (4) digits is sufficient), job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records, and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

- B. **INCREASED PENALTIES FOR PREVAILING WAGE VIOLATION (PUBLIC ACT 94-0488):** Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will be 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid.

For violations that occur after January 1, 2006, the debarment period—during which Contractors are ineligible for public works contracts—increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

FREEDOM OF INFORMATION ACT

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the City of Geneva to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this contract in compliance with the Local Records Retention Act and the Freedom of Information Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor’s actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney’s fees, paid by the City.

A signed certification stating the above as well as the fact that the bidder is not barred from bidding as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) must be submitted with the sealed bid.

The City of Geneva, Illinois reserves the right to reject any or all bids and waive technicalities.

Contact person: Dave Morris 630-232-1501 Ext. 3407 or dmorris@geneva.il.us.

INSTRUCTIONS TO BIDDERS

By submitting a bid, the Contractor is affirming that he/she has carefully read and examined all of the contract documents and has visit the site, and that he/she is aware of the field conditions and the requirements necessary to complete the work as listed in this contract.

The Bidder shall list the unit price for each line item and shall also list his total cost of his/her bid. The Bidder shall be responsible for all errors and/or omissions in his submittal. If there is an error, the overall cost will be calculated using the unit prices submitted.

The Contractor is required to know and comply with all applicable Federal & State Codes and laws, and all applicable ordinances of the City of Geneva, Illinois.

The successful Bidder will be required to furnish a Contract Bond for the full amount of his bid to the City. The guarantor shall be a surety company dully authorized to do business in the State of Illinois.

Wherever removal is specified in this contract, the cost of disposal shall be included.

Bidders in doubt as to the true meaning of any part of the contract documents shall submit to the City Engineer a written request for an interpretation thereof. The Engineer will give an interpretation of the matter in question. Interpretations requested less than 48 hours before the scheduled bid opening will not be responded to. Only written interpretations will be binding.

The successful Bidder shall receive a written Notice of Award, after which the Contractor shall have up to 15 days to submit the necessary, completed and signed contract documents to the City. When this is complete a Notice to Proceed shall then be issued. No work (including Mobilization) shall begin before the Notice to Proceed is issued.

All the inspection and testing of materials shall be under the direction of the Engineer and shall be in accordance with the individual requirements of the Specifications.

Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By_____". Such a bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

Before an award of the contract the Contractor may be required, by the City, to furnish any of the following information:

- a. His performance record
- b. Address and description of his plant or permanent place of business
- c. An itemized list of his equipment
- d. His financial statement
- e. Such additional information as will satisfy them that the Bidder is adequately prepared to fulfill the contract.

SPECIAL PROVISIONS

2017 SIDEWALK AND CURB MAINTENANCE PROJECT

GENERAL/DESCRIPTION OF IMPROVEMENT

This work consists of removing and replacing various concrete items including sidewalk and curb at various locations throughout the City.

All work performed under this contract shall be governed by and comply with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted on April 1, 2016 hereafter referred to as the "Standard Specifications", Supplemental Specifications & Recurring Special Provisions, the latest edition of the "Manual on Uniform Traffic Control Devices", and according to the ADA requirements; all in effect on the date of the invitation for written proposals; the provisions of the General and Special Conditions of the Contract; and these Special Provisions.

All work to be done under this contract shall be done according to current standards and in a manner that is acceptable by the City Engineer.

TIME SCHEDULE; LIQUIDATED DAMAGES

1. Important Dates:

Bid Opening	June 29, 2017 @ 10:00 AM; City Hall
City Council Award	July 17, 2017
Notice of Award	July 18, 2017
Preconstruction Meeting: 11:00 AM	July 27, 2017
Notice to Proceed	July 27, 2017 (Tentative)
Substantial Completion	August 31, 2017
Phase 100 % Completion	September 8, 2017

When a completion date is specified, it is understood that time is of the essence and that completion of the work by that date is an essential part of the contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. Failure to complete any work list by the specified completion dates above will result in liquidated damages.

2. Working Hours

The maximum working hours by City ordinance are as follows:

7:00 A.M. – 5:00 P.M. Monday through Friday

8:00 A.M. – 4:00 P.M. Saturday if approved by Engineer 24 hours in advance.

No work is allowed on Sundays or Holidays.

3. Liquidated Damages

Liquidated Damages referred to in the Standard Specifications Article 108.09 shall be paid by the Contractor to the Owner as stated for each calendar day after the completion dates stated above.

4. Work on the Day Before a Weekend, Holiday or Any Break from Construction

Removals of any item on a Fridays shall not be allowed unless authorized by the Engineer. Typically the Contractor shall complete replacements on Thursdays or the day before a holiday. Any deviations from this schedule must be approved by the City Engineer at least 24 hours in advance. It is the Contractor's responsibility to watch and protect each pour location from defacing or vandalism. The cost associated with the removal and replacement of items previous worked on due to defacing or vandalism of same, shall be at the Contractor's expense.

5. Required Work Item Schedule

Below is the required schedule for work at any individual location. This schedule shall be used for all PCC pay items. The days may be reduced if approved by the Engineer.

Required Work Schedule	
Work	Calendar days to complete task (counting from the day removal started)
Concrete Installation	5
Remove Forms, Backfill with Topsoil or Stone. Grant access to driveways.	10
Restoration	15

Work will be measured for payment for in-place quantities. There will be no compensation for work done outside of the limits. Work shall be completed within the specified timeframe else the City may complete the work and back charge the Contractor. Actual costs incurred by the City for performing this work shall be deducted from the monies due the Contractor.

EXISTING UTILITIES

Prior to commencing work, the Contractor shall contact JULIE at 1-800-892-0123 and have each utility located within the work area.

The Contractor shall cooperate with all utility companies and municipalities involved with the removal, temporary relocation, reconstruction and/or abandonment by the owner of the utility.

The Contractor will not be allowed any additional compensation for any expense incurred by complying with these requirements, or because of reasonable delays, inconvenience or interruptions to his work resulting from the failure of the municipality or utility company to remove, relocate, reconstruct or abandon their services.

PREVAILING WAGE REQUIREMENTS

Please be aware of the following two requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these public acts under this contract. Starting from the date the notice to proceed is issued, the Contractor and the Subcontractor will submit certified payroll records every calendar month for work done on this project as stated below.

- C. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515): Effective August 10, 2005, Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records, and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

- D. **INCREASED PENALTIES FOR PREVAILING WAGE VIOLATION (PUBLIC ACT 94-0488):** Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will be 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid.

For violations that occur after January 1, 2006, the debarment period—during which Contractors are ineligible for public works contracts—increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

PRECONSTRUCTION CONFERENCE

Following the award of the Contract and at least 2 working days before commencement of any work activities, the Contractor will be required to attend a Preconstruction Conference. At this time, the Contractor shall submit and discuss the following:

1. Written work schedule and a start date.
2. Names of Project Manager, Field Superintendent, and the name and phone number of a responsible individual who can be reached 24 hours a day.
3. Names, phone number of sub-Contractors and material suppliers.

INSPECTION

The Contractor shall conduct his work in full cooperation with the Engineer. The Engineer must be notified for inspection prior to the placement of any materials; patch, curb, sidewalk or restoration. Any materials placed before inspection by the Engineer shall be deemed unacceptable and no compensation will be allowed.

PAYMENT

The work done will be paid for on an awarded contract unit price basis.

1. **Pay Requests**
Pay requests will be processed once per month.
2. **Retainage**
Contract retainage will be 10% of the contract amount but may be reduced by the Engineer.
3. **Waiver of Lien**
The first partial Waiver of Lien equivalent to the amount of the first pay request shall be submitted with the second pay request. Thereafter each pay request shall be submitted with a partial waiver for the cumulative amount of all payment minus the current pay request. A final Waiver of Lien will be required before the final payment will be made. The Contractor shall submit waivers of lien for all work including subcontractors and material specification for all material used in this contract.

SUBCONTRACTORS

The Owner reserves the right to accept or reject any sub-Contractors. The combined work all subcontractors shall not equal more than 50% of your bid amount; the Contractor shall do more that 50% of the work in this contract with his or her own work force and equipment.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall exercise reasonable care to protect all existing features and utilities in the public right-of-way (ROW). This includes but not limited to landscaping, fencing, sprinkler systems, drain lines, and invisible dog fences.

Any item damaged due to negligence shall be repaired or replaced in kind by the Contractor as directed by the Engineer no additional compensation will be allowed.

USE OF CITY WATER

The Contractor will be permitted use of City water for this project at no charge but the water must be metered. The Contractor may obtain a hydrant meter from the City of Geneva's, Public Works Department. Use of a water hose larger than 2 inches shall ONLY be connected onto hydrants at the public works facility at 1800 South Street. This water can then be trucked to the location where it will be used. The Contractor may be allowed up to a 2 inch water hose on most hydrants in town but the Contractor shall verify with the Engineer before he exercises any hydrant. A deposit is required for all meters: \$1,000.00 for 2 inches and above and \$200.00 for meters smaller than 2 inches. The Contractor may use gray water from the treatment plan or truck in water at his own expense for any use in this project however, if water is trucked in, the source of the water must be disclosed and verified to the Engineer.

RESIDENT NOTIFICATION

At locations where work may disrupt a residents ability to access their driveway, garage or any part of their residence or business, the Contractor shall distribute, by hand, a typed, City approved, notice to the resident or businesses affected. The notice shall be delivered two (2) to five (5) days before work begins at that location.

CONTROL BY CONTRACTOR

All work shall be constructed in accordance with lines, grades, and elevations shown on the Drawings or as given by the Engineer in the field. The Contractor shall be fully responsible for maintaining alignment and grade.

The Contractor shall set and maintain all intermediate points, offset points, lines, grades, elevations, and offset elevations not set by the Engineer. The accuracy of the Contractor's surveys and staking shall be his responsibility.

All forming shall be inspected by the Engineer prior to placement of the concrete and the Contractor shall not claim added compensation for any delay occasioned by the Engineer exercising this right, nor for any corrective work which may be required as the result of the Contractor's errors.

FINAL CLEANUP

The Contractor shall be responsible to maintain the roadway and driveways clean. All foreign materials deposited or accumulated during the workday shall be removed and cleaned up at the end of each day. If any debris falls into any drainage structure it shall be removed. If the Contractor is not maintaining the site in an acceptable manner the City may clean up the site at the Contractor expense.

CONCRETE CURING AND SEALING

All exposed concrete surfaces constructed as part of this contract shall be cured according to Article 1020.13 with the following exceptions:

Only the Membrane Curing Method specified in article 1020.13 (a) (4) using an IDOT approved concrete curing and sealing compound and IDOT approved application equipment shall be used.

Concrete curing shall be included in the unit cost no additional compensation will be allowed.

INCREASE, DECREASE OR DELETION OF QUANTITIES OR ITEMS

The City Engineer reserves the right to add or delete quantities to this contract per these special provisions and as allowed by the State.

PCC SIDEWALK REMOVAL AND REPLACEMENT, 5"

PCC SIDEWALK REMOVAL AND REPLACEMENT, 7"

DESCRIPTION:

This work shall consist of removing and replacing PCC concrete curb, sidewalk or other flatwork. This work will be done in accordance with Sections 423, 424 and 440 of the Standard Specifications.

The sub-base, after the removal is complete, will be regarded and/or compacted before pouring the PCC and this work shall be included in the unit price for each of the above items.

METHOD OF MEASUREMENT:

This work will be measured for payment for in place quantities and the area computed in square feet.

BASIS OF PAYMENT:

This work shall be paid for at the contract unit prices per square foot for PCC SIDEWALK REMOVAL AND REPLACEMENT, 5"; PCC SIDEWALK REMOVAL AND REPLACEMENT, 7".

DETECTABLE WARNINGS

DESCRIPTION:

This work shall consist of the installation of detectable warnings in accordance with Article 424.09 of the Standard Specifications with the following exceptions:

The detectable warnings shall be red or black in color and shall be of a size, design and made of material approved by the Accessibility Code and the Engineer. The detectable warnings shall be installed per the manufacturer's specifications.

METHOD OF MEASUREMENT:

This work will be measured for payment in place per square feet.

BASIS OF PAYMENT:

This work shall be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

PCC CURB REMOVAL AND REPLACEMENT

DESCRIPTION:

This work shall consist of removing and replacing PCC curb of the sizes specified above. The Contractor shall saw cut the limits and along the edge of pavement and the face of the curb before removing the curb.

METHOD OF MEASUREMENT:

This work will be measured for payment in place per linear feet.

BASIS OF PAYMENT:

This work shall be paid for at the contract unit price per linear foot PCC CURB REMOVAL AND REPLACEMENT.

GRASS RESTORATION

DESCRIPTION:

All grass restoration shall be included. This work when necessary shall consist of restoring all grass areas disturbed due to construction with Topsoil, 4", Grass Seeding, Class 1 Lawn Mixture with Fertilizer and Mulch, Method 3.

All damage to the parkway or grassed areas shall be held to a minimum that only the edges need restoration. The Contractor shall use a parkway preservation device such as plywood sheets to minimize rutting and other parkway damage due to equipment.

1. Topsoil, 4"

This work shall consist of furnishing and placing 4 inches of topsoil according to Section 211 of the Standard Specifications with the following exceptions:

The topsoil shall be placed in such a manner that after compaction and normal settling the final grade of the soil will not be lower than the elevation of the adjacent top of the curb, sidewalk or driveway.

2. Grass Seeding, Class 1 Lawn Mixture with Fertilizer

This work shall consist of preparing the seed bed and placing the seed and fertilizer to topsoil areas in accordance with Section 250 of the Standard Specifications with the following exceptions:

Inter-seeding and fertilizing of the existing grass will be allowed if in the Engineers opinion the existing turf was not excessively disturbed during the removal and replacement process.

3. Mulch, Method 3

This work shall consist of furnishing, transporting and placing mulch over seeded areas in accordance with Section 251 of the Standard Specifications.

SAW-CUTS

This work shall consist of saw-cutting the existing sidewalk, curb or pavement in order to separate the portion to be removed from the portion that will remain. The saw-cutting shall be done prior to the commencement of any removal operations. Saw-cutting shall also be done along with any pavement restoration items so as to provide a clean cut to pave or pour to.

This work shall be done at the locations specified on the plans, or as designated by the Engineer. The Contractor shall be required to saw a vertical, full depth cut in the existing pavement or sidewalk so as to form a clean joint. If the Contractor removes or damages the existing pavement or sidewalk outside the limits designated by the Engineer for removal and replacement, he will be required to repair that portion at his own expense and to the satisfaction of the Engineer.

All saw cutting shall be included in the unit cost of the various pay items involved.

TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", these Special Conditions, and any special details and Highway Standards contained herein.

Special attention is called to Articles 107.09, 107.14, and Sections 701 and 702 of the "Standard Specifications for Road and Bridge Construction".

Applicable IDOT Standard Details

701501-06	Urban Lane Closure, Two Lane
701701-08	Urban Lane Closure, Multilane Intersection
701801-06	Urban Lane Closure, Crosswalk or Sidewalk Closure
701901-06	Traffic Control Devices

An arrow board shall be required for all work on an IDOT route or right-of-way per IDOT standards. When working of State Routes, a minimum of 1 lane in each direction shall remain open to vehicular traffic, only closing the lane or lanes that are required to complete the work.

METHOD OF MEASUREMENT:

This item or work will be measured per lump sum for furnishing, installing, maintaining, replacing, relocating, removing the traffic control devices and providing certified flaggers as necessary.

BASIS OF PAYMENT:

This work will be paid for at the contract Lump Sum Price for "TRAFFIC CONTROL AND PROTECTION", which price shall be payment in full for all personnel, labor, materials, transportation, handling, cleaning and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices.

SP -35 SPECIAL PROVISIONS FOR INSURANCE

The coverage submitted shall be according to Article 107.27 of the Standard Specifications and Supplemental Specifications. The City of Geneva shall be listed as additional Insured:

- A. SAFETY:** In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. These requirements will apply continuously and not be limited to normal working hours.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

Add to Article 107.27(b):

The coverage provided shall be sufficiently broad to insure these provisions entitled, "Indemnification," as discussed in paragraph "B" below.

- B. INDEMNIFICATION:** The Contractor shall defend, indemnify, keep and save harmless employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under the contract by the Contractor or his Subcontractors to the full extent as follows by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

Freedom of Information Act

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement **2017 SIDEWALK AND CURB MAINTENANCE PROJECT** in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City. Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act, 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement **2017 SIDEWALK AND CURB MAINTENANCE PROJECT** in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City. Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to retain requested records requested by the City within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

PROPOSAL

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner.

Proposal is submitted in duplicate by STRADA CONSTRUCTION Co

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform 2017 SIDEWALK AND CURB MAINTENANCE PROJECT in accordance with the Specifications and procedural documents attached.

In submitting this proposal the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract and the requirements of the construction and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees to begin work not later than 10 days after the issuance date of the notice to proceed unless otherwise provided and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion by the completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform 2017 SIDEWALK AND CURB MAINTENANCE PROJECT in accordance with the attached Specifications and Documents.

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	COST
1	PCC SIDEWALK REMOVAL AND REPLACEMENT 5"	SQ FT	4,415.00	\$ 8.00	\$ 35,320.00
2	PCC SIDEWALK REMOVAL AND REPLACEMENT 7"	SQ FT	170.00	\$ 8.70	\$ 1,479.00
3	DETECTABLE WARNING	SQ FT	24.00	\$16.00	\$ 384.00
4	PCC CURB REMOVAL AND REPLACEMENT	FEET	40.00	\$ 35.00	\$ 1,400.00
5	MOBILIZATION	L SUM	1.00	\$ 1,000.00	\$ 1,000.00
6	TRAFFIC CONTROL AND PROTECTION	L SUM	1.00	\$ 500.00	\$ 500.00
	TOTAL				\$ 40,083.00

AFFIDAVIT OF EXPERIENCE

STATE OF IL)
)SS
COUNTY OF DUPAGE)

ANTONIO DI PAOLA being duly sworn, that he is

PRESIDENT, of STRADA CONSTRUCTION CO
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this contract:

<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>ANTONIO DI PAOLA / VILLAGE OF ADDISON</u>		<u>\$ 200,000</u>
<u>VILLAGE OF PALATINE</u>	<u>SIDEWALK</u>	<u>\$ 250,000</u>

and that _____ owns or has available
(he, said firm, said corporation)
for immediate use on the proposed work the following plant and equipment:

<u>Machine</u>	<u>Year Built</u>	<u>Machine</u>	<u>Year Built</u>
<u>ALL NECESSARY</u>			
<u>EQUIPMENT</u>			

and that TONY DI PAOLA will be assigned to work
(Name of Superintendent)
under this contract, and that his experience in this kind of work is as follows:

<u>Name of Job</u>	<u>Engineer or Owner</u>

Signature: [Handwritten Signature]

Subscribed and sworn to before me this 27th day of June 20 17.

[Handwritten Signature]
Notary Public



CERTIFICATION FOR BID

The undersigned, as a duly-authorized representative of the Bidder do hereby certifies to The City of Geneva, Kane County, Illinois, that the Bidder is not barred from bidding upon the Bid Specifications for the Project known as

2017 SIDEWALK AND CURB MAINTENANCE PROJECT

, as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

All laborers, mechanics and any other workers employed in this Public Work contract, whether employed by the Contractor or any Sub-Contractors, shall be paid in accordance with the prevailing wages accepted and approved by The City of Geneva as attached to the Project Specification.

ANTONIO DI PAOLA
NAME

STRADIA CONSTRUCTIONS
COMPANY

6-27-17
DATE

**CERTIFICATION OF COMPLIANCE WITH SECTION 11-42.1-1
OF THE ILLINOIS MUNICIPAL CODE**

The undersigned, upon first being duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

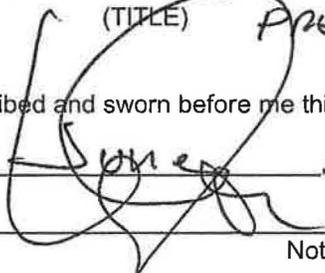
STRADA CONSTRUCTION CO (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1 Illinois Revised Statutes.

STRADA CONSTRUCTION CO
CONTRACTOR'S NAME

BY: 
(TITLE) PRESIDENT

Subscribed and sworn before me this 27

Day of June, 2017


Notary Public



CERTIFICATION FOR DRUG FREE WORK PLACE

The undersigned, as a duly-authorized representative of the Contractor do hereby certifies to The City of Geneva, Kane County, Illinois, that the Contractor ensures that he/she will operate a work environment which is free of any and all illegal drugs in accordance with the Drug Free Workplace Act of January, 1992. In addition, any prescribed drugs that will impair an employee's judgment or ability to work safely should not be allowed on the work site or on any satellite location.

ANTONIO DIPAOLO
NAME

STRADA CONSTRUCTION INC
COMPANY

6-27-17
DATE

ERIE INSURANCE COMPANY
BID BOND

Know All Men by These Presents,

Bond No.

That we, . . . Strada Construction Company
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),
as Surety, are held and firmly bound unto . . . City of Geneva

..... hereinafter called the Oblige in the full and just sum of

..... Ten Percent of Bid Amount Dollars, (\$ 10% of bid amount),
good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 27th day of June, 2017, A.D. Year

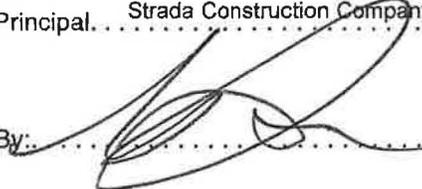
THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Oblige shall make any award within 60 days to the Principal for 2017 Sidewalk Curb Maintenance

..... according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall dully make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: 

Principal. Strada Construction Company

By: 

ERIE INSURANCE COMPANY

Witness:

By: 
Attorney-in-Fac



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make; constitute and appoint

Christopher J. Bechtold, Richard G. Bechtold and Elizabeth Goeller

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind the ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on May 8, 2002 at which a quorum was presented and said Resolution has not been amended or repealed:

"Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on the 8th day of May, 2002, at which a quorum was present and said Resolution has not been amended or repealed:

"Resolved, that the signature of Jeffrey A. Ludrof, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, the ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 8th day of May, 2002.



Jeffrey A. Ludrof
Jeffrey A. Ludrof
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 8th day of May, A.D. 2002, before me personally came Jeffrey A. Ludrof, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the 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.



Sheila M. Hirsch
My commission expires June 27, 2008
Notary Public

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



J. R. Van Gorder
J. R. Van Gorder, Secretary

this 27th day of June 2017

CONTRACT BOND

LET IT BE KNOWN TO ALL, That STRADA CONSTRUCTION COMPANY, a corporation organized under the laws of the State of Illinois and licensed to do business in the State of Illinois, as

PRINCIPAL, and Erie Insurance Company, a corporation and existing under the laws of the State of Pennsylvania, with authority to do business in the State of Illinois, as SURETY, are held and

firmly bound unto the City of Geneva, Illinois in the penal sum of FOURTY THOUSAND EIGHTY THREE--- 00/100 Dollars (\$ 40,083.00), lawful money of the United States, well and truly to be paid unto said City of Geneva, State of Illinois, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay the City of Geneva, State of Illinois 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 City of Geneva, State of Illinois, which is a municipal corporation and acts through the Mayor and City Council for the construction of the work designated 2017 SIDEWALK AND CURB MAINTENANCE PROJECT 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 suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of 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; and further agrees to obtain a one (1) year maintenance bond to remain in effect for the duration of one (1) year after final payment.

NOW THEREFORE, If the said Principal shall well and truly 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 him 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 aforesaid City of Geneva, Illinois 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 to be void; otherwise to 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 officers

this 31st day of July A.D. 2017

PRINCIPAL

STRADA CONSTRUCTION COMPANY
(Company Name)

By: [Signature]
(Signature)

President
(Title)

Attest: [Signature]
(Signature)

SECRETARY
(Title)

State of Illinois

County of Cook

I, Rea Robinson, a Notary Public in and for said county, in the State aforesaid, do

hereby certify that Antonio DiPaola Nick DiBenedetto to me personally known to be

(Insert names of individuals signing on behalf or PRINCIPAL)

President and Secretary respectively of STRADA CONSTRUCTION COMPANY, a corporation, and who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed, and delivered said instrument as their free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Notarial seal this 31st day of July A.D. 2017.

My commission expires May 27, 2021

[Signature]
Notary Public



Erie Insurance Company
(Name of Surety)

SURETY
By: [Signature]
(Signature of Attorney-in-Fact)

State of Illinois

County of Cook

I, Rea Robinson, a Notary Public in and for said county, in the State aforesaid,

do hereby certify that Christopher J Bechtold, who is personally known to me to be the same person who

(Insert name of individual signing on behalf or SURETY)

signed the above and foregoing instrument as the Attorney-in-Fact for Erie Insurance Company appeared before me this day in

person and acknowledge that they signed the name of Erie Insurance Company hereto, as their Principal, and their own name as Attorney-in-Fact, as the free and voluntary act of their said Principal for the uses and purposes therein set forth, and that they executed the said instrument under authority given them by said Principal.

Given under my hand and Notarial seal, this 31st day of July A.D. 2017.

My commission expires May 27, 2021

[Signature]
Notary Public



Approved this 17th day of July, A.D. 2017

Attest:

[Signature], Clerk

City of Geneva
(Awarding Authority)
[Signature]
(Mayor)
City Administrator



CONTRACT:

- 1) THIS AGREEMENT, made and concluded the 17th day of July, 2017 between the CITY of GENEVA, ILLINOIS acting by and through its MAYOR and CITY COUNCIL known as the Party of the First Part, and STRADA CONSTRUCTION COMPANY, his/there executors, administrators, successors or assigns, known as the Party of the Second Part.
- 2) Witnesseth: That for and in consideration of the payment 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 Bonds referring to these presents, the Party of the Second Part agrees that at his/their own proper cost and expense shall do all work, furnish all equipment, materials and labor necessary to complete the work in accordance with the plans and specifications.
- 3) And it is also understood and agreed that the Notice to Bidders, Special Provisions, Schedule of Prices, Proposals and Bonds, Affidavits and Certifications hereto attached for the 2017 SIDEWALK AND CURB MAINTENANCE PROJECT in the CITY of GENEVA, ILLINOIS, are essential documents to this contract and a part thereof.
- 4) IN WITNESS WHEREOF, The Party of the First Part, and the Party of the Second Part have executed these presents on the date above mentioned.

Attest:

City of GENEVA, ILLINOIS

[Signature] Clerk

by [Signature]
CITY ADMINISTRATOR (Party of the First Part)

(Seal)

Attest:

Corporation Name: STRADA CONSTRUCTION COMPANY

[Signature] Secretary

[Signature]
President (Party of the Second Part)

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CJ

DATE (MM/DD/YYYY)
07/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bechtold Insurance Agency 502 N. Plum Grove Rd. Palatine, IL 60067		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: STRA-C2		FAX (A/C, No):
INSURED Strada Construction Company 1742 W Armitage Court Addison, IL 60101		INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 26271

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		Q260820349IL	02/08/2017	02/08/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			Q020830318IL7	02/08/2017	02/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			Q260870068IL	02/08/2017	02/08/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
DEDUCTIBLE \$							\$
RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	Q8658000022IL	02/08/2017	02/08/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	RENTAL LEASED EQ			Q26-0820349	02/08/2017	02/08/2018	BLANKET 175,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT: 2017 SIDEWALK AND CURB MAINTENANCE PROJECT**ADDITIONAL INSURED: CITY OF GENEVA****CERTIFICATE HOLDER****CANCELLATION**

GENEVAC City of Geneva 1800 South Street Geneva, IL 60134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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