



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2018 Storm and Sanitary Sewer Replacement		
Presenter & Title:	Brian L. Schiber, P.E. ADPW/City Engineer		
Date:	August 31, 2018		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: Plan Vision 5 Goal I			
Estimated Cost: \$141,430.00		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>The City sought out and received three (3) bids for the 2018 Storm and Sanitary Sewer Replacement project. This work involves the removal and replacement of a storm sewer on Euclid Avenue east of Route 25 and a sanitary sewer main west of North River Lane between Ford/Stevens Street. The bids are summarized on the attached bid tabulation. Patnick Construction submitted the lowest unit prices at a total cost of \$125,833.00, compared to the Engineer's Estimate at \$141,430.00. Patnick Construction has not done work for the City of Geneva before, but staff has checked with their provided references, and they have completed comparable projects satisfactorily in other communities in this area.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Tabulation 			
Voting Requirements:			
<p><i>This motion requires <u>6</u> affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
<p>In consideration of the above information, I respectfully recommend that on September 17, 2018 that the City of Geneva City Council award the contract for the 2018 Storm and Sanitary Sewer Replacement project to Patnick Construction, in the amount not to exceed \$125,833.00.</p>			

RESOLUTION NO. 2018-93

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
with Patnick Construction for
“2018 Storm and Sanitary Sewer Replacement 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 Patnick Construction, relating to the removal and replacement of defective sanitary and storm sewers in 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 17th day of September, 2018

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

2018 STORM AND SANITARY SEWER REPLACEMENT

BID TABULATION

ITEM	DISCRPTION	QUANITY	UNIT	Archon Construction		Patnick Construction		Performance Construction and Engineering, LLC		Engineer's Estimate	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT	AMOUNT
1	CURB REMOVAL AND REPLACEMENT	340	FEET	\$72.10	\$24,514.00	\$38.00	\$12,920.00	\$35.00	\$11,900.00	\$40.00	\$13,600.00
2	STORM SEWER CLASS B, TY II, 12 INCH	329	FEET	\$69.90	\$22,997.10	\$93.00	\$30,597.00	\$60.00	\$19,740.00	\$70.00	\$23,030.00
3	STORM SEWER (WATER QUALITY), 12 INCH	40	FEET	\$109.90	\$4,396.00	\$93.00	\$3,720.00	\$75.00	\$3,000.00	\$90.00	\$3,600.00
4	TRENCHBACKFILL	355	CUYD	\$46.80	\$16,614.00	\$29.00	\$10,295.00	\$35.00	\$12,425.00	\$32.00	\$11,360.00
5	SEWER PIPE REMOVAL AND DISPOSAL	580	EACH	\$4.35	\$2,523.00	\$1.00	\$580.00	\$5.00	\$2,900.00	\$5.00	\$2,900.00
6	DRAINAGE OR UTILITY STRUCTURE REMOVAL	5	EACH	\$95.00	\$475.00	\$250.00	\$1,250.00	\$500.00	\$2,500.00	\$300.00	\$1,500.00
7	SANITARY MANHOLE, TY A, 48 INCH DIA, TY 1 F & CL	2	EACH	\$7,208.00	\$14,416.00	\$3,200.00	\$6,400.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00
8	INLET TY A, TY 11 F & G	5	EACH	\$1,834.00	\$9,170.00	\$1,100.00	\$5,500.00	\$1,800.00	\$9,000.00	\$1,500.00	\$7,500.00
9	CLASS D PATCHING, TY IV, 4 INCH	273	SQYD	\$73.70	\$20,120.10	\$87.00	\$23,751.00	\$65.00	\$17,745.00	\$80.00	\$21,840.00
10	HMA DRIVEWAY REPAIRS	16	SQYD	\$81.35	\$1,301.60	\$125.00	\$2,000.00	\$85.00	\$1,360.00	\$100.00	\$1,600.00
11	PVC SDR-26 SANITARY SEWER, 15 INCH	240	FEET	\$117.10	\$28,104.00	\$93.00	\$22,320.00	\$120.00	\$28,800.00	\$150.00	\$36,000.00
12	TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$5,369.20	\$5,369.20	\$6,500.00	\$6,500.00	\$10,430.00	\$10,430.00	\$8,500.00	\$8,500.00
TOTALS					150,000.00		125,833.00		128,800.00		141,430.00

**CONTRACT
AND PROJECT SPECIFICATIONS
FOR
2018 STORM AND SANITARY SEWER REPLACEMENT
CITY OF GENEVA, ILLINOIS**

CONTRACTOR'S NAME: PATNICK CONSTRUCTION, INC.

STREET ADDRESS: 9760 FRANKLIN AVENUE #504

CITY: FRANKLIN PARK STATE: ILLINOIS ZIP: 60131

SEPTEMBER 2018

INDEX

<u>SECTION</u>	<u>PAGES</u>
Index	1
Notice to Bidders	2
Instructions to Bidders	3
Prevailing Wage Requirements	4
Freedom of Information Act	5
Special Provisions	6
Proposal	20
Signature Sheet	21
Schedule of Prices	22
Affidavit of Experience	23
Certification for Bid	24
Certification of Compliance with Section 11-42.1-1 Of the Illinois Municipal Code	25
Certification of a Drug Free Workplace	26
Contract	27
Contract Bond	28

NOTICE TO BIDDERS

Bids submitted in duplicate, in a sealed envelope with the words "2018 STORM AND SANITARY SEWER REPLACEMENT" clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 A.M. Monday, August 27, 2018** 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. Proposals submitted after the time specified will be returned to the bidder unopened. Bids that are not complete will not be read out loud after opening and will be returned. The Contractor shall submit a unit price for the following work items. This unit price shall be for the furnishing of all equipment, materials, labor, and incidentals necessary to complete the work for the construction of:

- | | | |
|-----|--------|--|
| 1) | 340 FT | PCC CURB REMOVAL AND REPLACEMENT |
| 2) | 329 FT | STORM SEWER, CLASS B, TY 2, 12 INCH |
| 3) | 40 FT | STORM SEWER, (WATERMAIN QUALITY), 12 INCH |
| 4) | 355 CY | TRENCH BACKFIL |
| 5) | 580 FT | SEWER PIPE REMOVAL AND DISPOSAL |
| 6) | 5 EA | DRAINAGE AND UTILITY STRUCTURE REMOVAL |
| 7) | 2 EA | SANITARY MANHOLE, TY A, 48 INCH DIA, TY 1 F & CL |
| 8) | 5 EA | INLET TY A, TY 11 F&G |
| 9) | 273 SY | CLASS D PATCHING, TYPE IV, 4 INCH |
| 10) | 16 SY | HMA DRIVEWAY REPAIRS |
| 11) | 240 FT | PVC SDR-26 SANITARY SEWER, 15 INCH |
| 12) | 1 LS | TRAFFIC CONTROL AND PROTECTION |

All proposals shall be accompanied by a proposal guaranty equaling an amount not less than 5% of the bid. This guaranty may be in the form of a Bid Bond or cashier's check. The successful Bidder shall also submit a Contract Bond.

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

All bidders shall pay to all his/her employees and suppliers performing any and all work under this contract no less than the current prevailing wages in Kane County, Illinois and as determined by the Illinois Department of Labor.

The bid package shall be available on the City of Geneva web site. The contact person is C. Elton Orozco 630-232-1279 or corozco@geneva.il.us

The quantities appearing in the bid schedule are approximate and are prepared for comparison of bids. Payment to the Contractors will be made only for materials and quantities of work completed & accepted.

The bidder shall not take advantage of any errors or omissions in the proposal and advertised contract.

Bidder may withdraw their proposal if the bidder makes the request in writing or in person before the time specified for opening the proposals.

The Contractor and subcontractors shall certify that he/she is not in violation of, nor has been convicted, for a violation of the Illinois Public Construction Act.

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 Standards, Federal & State Codes and laws, and all applicable ordinances of the City of Geneva, Illinois.

The successful Bidder will receive a written Notice of Award, after which the Contractor shall have up to 15 days to submit the required contract documents. After all contract documents are received and a preconstruction meeting is held, a Notice to Proceed will be issued and only then can any site work start. No site work (including Mobilization and delivery of materials) shall begin before the Notice to Proceed is issued.

The Contractor shall furnish a contract bond for an amount equaling his bid amount. The guarantor shall be a surety company authorized to do business in the State of Illinois.

Wherever removal is specified in this contract it is understood that disposal is included. The cost of disposal and mobilization shall also be included in the unit prices submitted.

Bidders in doubt as to the true meaning of any part of the contract documents shall submit a written request for an interpretation thereof. The Engineer will give an interpretation of the matter in question. Interpretations requested less than 72 hours before the scheduled bid opening will not be responded to. Only written interpretations will be binding.

Bids which are not signed by the 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 additional information as will satisfy them that the Bidder is adequately prepared to fulfill the contract.

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

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 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 **2018 STORM AND SANITARY SEWER REPLACEMENT** 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.

**SPECIAL PROVISIONS
FOR
CITY OF GENEVA
2018 Storm and Sanitary Sewer Replacement**

These Special Provisions, the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, (hereinafter referred to as the Standard Specifications); the current Supplemental Specifications and Recurring Special Provision, and the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD); the current edition of the Standard Specifications for Water and Sewer Construction in Illinois, and the "Manual of Test Procedures of Material" in effect on the date of invitation for bids; and the Supplemental Specifications and Recurring Special Provisions indicated on the check sheet included herein, the Illinois Plumbing Code and the Illinois Plumbing License Law in effect at the time of bidding shall also apply, in so far as they apply. All the above shall govern the construction of this project. If there are any conflicts with the above the most stringent shall apply.

All pipes and fittings used on the project shall be manufactured in the U.S.A.

PLUMBING

The ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/), and the ILLINOIS PLUMBING CODE (ILPC), shall govern in so far as they apply. Attention shall be placed on of the following:

ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/29.5):

Sec. 29.5. Unlicensed and unregistered practice; violation; civil penalties.

(a) A person who practices, offers to practice, attempts to practice, or holds himself or herself out to practice as a plumber or plumbing contractor without being licensed or registered under this Act, shall, in addition to any other penalty provided by law, pay a civil penalty to the Department in an amount not to exceed \$5,000 for each offense as determined by the Department. The civil penalty shall be assessed by the Department after a hearing is held in accordance with the provisions set forth in this Act regarding the provision of a hearing for the discipline of a licensee or registrant.

(b) The Department has the authority and power to investigate any person who practices, offers to practice, attempts to practice, or holds himself or herself out to practice as a plumber or plumbing contractor without being licensed or registered under this Act, or as an irrigation contractor without being registered under this Act.

(c) The civil penalty shall be paid within 60 days after the effective date of the order imposing the civil penalty. The order shall constitute a judgment and may be filed and execution had on the judgment in the same manner as a judgment from a court of record. All fines and penalties collected by the Department under this Section of the Act and accrued interest shall be deposited into the Plumbing Licensure and Program Fund for use by the Department in performing activities relating to the administration and enforcement of this Act.

(d) A person who practices, offers to practice, or holds himself or herself out to practice as an irrigation contractor without being registered under this Act shall be subject to the following:

(1) For a first offense:

(A) Where no violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$1,000 and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(B) Where violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$3,000 (the amount of \$3,000 may be reduced to \$1,000 upon the condition that the unregistered person pays for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct the violations of the Illinois Plumbing Code) and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(2) For a second offense:

(A) Where no violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$3,000 and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(B) Where violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$5,000 (the amount of \$5,000 may be reduced to \$3,000 upon the condition that the unregistered person pays for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct the violations

of the Illinois Plumbing Code) and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(3) For a third or subsequent offense, the person shall pay a civil penalty of \$5,000 and be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(e) A registered irrigation contractor, firm, corporation, partnership, or association that directs, authorizes, or allows a person to practice, offer to practice, attempt to practice, or hold himself or herself out to practice as an irrigation employee without being registered under the provisions of this Act, shall be subject to the following:

(1) For a first offense, the registrant:

(A) shall pay a civil penalty of \$5,000;

(B) shall be required to pay for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct any violations of the Illinois Plumbing Code;

(C) shall have his, her, or its plumbing license suspended; and

(D) may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(2) For a second offense, the registrant:

(A) shall pay a civil penalty of \$5,000;

(B) shall be required to pay for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct any violations of the Illinois Plumbing Code;

(C) shall have his, her, or its registration revoked; and

(D) shall be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(Source: P.A. 94-101, eff. 1-1-08.)

ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/37) (from Ch. 111, par. 1135):

Sec. 37. Each governmental unit which is authorized to adopt and has adopted any ordinance or resolution regulating plumbing may provide for its administration and enforcement by requiring permits for any plumbing system installation, the inspection of plumbing system installations by inspectors who are licensed as plumbers in accordance with the Illinois Plumbing License Law, and the issue of certificates of approval or compliance which shall be evidence that a plumbing system has been installed in compliance with the Code of standards so adopted.

A letter of intent shall be included with all plumbing permit applications. The letter shall be written on the licensed plumber of record's business stationery and shall include the license holder's signature and, if the license holder is incorporated, the license holder's corporate seal. If the license holder is not incorporated, the letter must be notarized.

A governmental unit authorized to adopt regulations may, by ordinance or resolution, prescribe reasonable fees for the issue of permits for installation work, the issue of certificates of compliance or approval, and for the inspection of plumbing installations.

(Source: P.A. 94-132, eff. 7-7-05.)

ILLINOIS PLUMBING CODE; SUBPART M: INSPECTIONS, TESTS, MAINTENANCE AND ADMINISTRATION SECTION 890.1910 INSPECTIONS:

A plumbing system or any part thereof shall not be enclosed, covered up or used until the system has been inspected and approved by a plumbing inspector. It is the responsibility of the licensed plumber or plumbing contractor on the job to arrange for inspection by the Department or a local plumbing inspector. The plumbing inspector may require tests as listed in Section 890.1930 to determine whether or not the system as installed is in compliance with this Part. Plumbing found not to be in compliance with this Part shall not be approved. A plumbing system not complying with the provisions of this Part shall not be used until such time as it is brought into compliance with this Part. After the plumbing corrections have been made, the plumbing contractor shall arrange for re-inspection.

INCLUDED CONSTRUCTION COSTS

All costs associated with any work (material, equipment and/or labor) that are not listed as a line item but are germane to the completion of this project or any part thereof, in a workmanlike manner, the cost(s)

shall be included in the bid price.

DESCRIPTION OF IMPROVEMENT

On Euclid Avenue about 370 feet of the existing Storm Sewer starting from Rt-25 and heading east shall be removed and replaced and the section of the Sanitary Sewer running between Stevens Street and Ford Street just west of N. River Lane are both scheduled to be removed and replaced under this contract.

For all storm sewer work included in this contract all the materials, labor, equipment, and incidentals shall be included in the cost. The sanitary sewer replacement shall include labor, equipment incidentals and other materials except the PVC SDR-26, 15 INCH pipe and fittings for same; they will be supplied by the City.

All the underground work shall be done in accordance to the latest edition of the Standard Specifications for Water and Sewer Construction in Illinois.

The curb along the north side of Euclid Avenue within the construction limits and at other locations shall be removed and replaced. Curb shall also be removed and replaced at locations where the pipe crosses the curb also. For both the storm and sanitary sewers the existing pipes shall be removed and the new pipe shall be placed in the same trench at the same elevation. The manholes and the inlets marked for replacement shall be removed and replaced and shall be set to the elevation of the adjacent pavement. There will be pavement patching over the trench. The cross section of the trench shall be the same as the existing roadway. Driveways and right-of-ways disturbed during construction shall be restored. Topsoil, fertilizer and grass seeds will be used to restore all disturbed grassed area. Parkway restoration shall be done immediately after the HMA is in place and/or the PCC is sufficiently cured.

CONSTRUCTION SCHEDULE

The Contractor shall submit a construction schedule at the preconstruction meeting in substantial conformance with the projected milestone dates listed below but no later than within 48 hours after the pre-construction meeting. No on site work (including the staging of any equipment or materials on the site) shall be allowed before the Notice to Proceed is issued.

<u>Item</u>	<u>Date</u>	<u>Comment</u>
Bid Opening	August 27, 2018	10:00AM @ City Hall
City Council Award	September 17, 2018	
Notice of Award	September 18, 2018	
Preconstruction Meeting	September 24, 2018	1:00 PM @ Geneva P.W.
Notice to proceed	September 24, 2018	Tentative
Substantial 95% Completion	October 26, 2018	Restoration & Punch List Remaining
100% Completion	November 2, 2018	All Punch List Items Completed

A revised general work schedules shall be submitted if the work falls behind or progresses faster than anticipated. The contractor may also be required to turn in weekly reports on Fridays by 11 AM. These reports shall list what was completed during the past week and what is scheduled to be completed in the upcoming week.

Inclement weather typical for this area, shall not be an acceptable reason for an extension of the contract time.

Proposals are due and will be accepted at Geneva City Hall at 22 South First St. until 10:00 A.M on Monday, August 27th. We anticipate that the proposal will be accepted by City Council Monday, September 17th. Work would begin the week of September 24th with a completion deadline of Friday, October 26th.

GENERAL

The City of Geneva has limited funds available to complete this project. Therefore, Contractors are hereby notified that the City of Geneva reserves the right to wave technicalities, delete part(s) of this contract or

reject all bids. The aforementioned deletions shall not alter the contract unit prices. The Contractor shall be compensated at the contract unit price for any allowable quantity increase. If there is a change to a line item that is determined to cause the Contractor to not be able to complete the project within the specified timeframe, additional time will be allowed by the Engineer. However, this additional time will only be allowed to complete the additional work, unless the additional work becomes or is a controlling item.

At the pre-construction meeting the Contractor shall provide a list of the intended suppliers and subcontractors for this project. THE CITY OF GENEVA SHALL APPROVE ALL SUBCONTRACTORS ON THE PROJECT. THE CITY OF GENEVA RESERVES THE RIGHT TO REJECT THE USE OF ANY SUBCONTRACTOR DUE TO PAST PERFORMANCE OR DUE TO HIS/HER INABILITY TO PERFORM IN THE PAST AS REQUIRED. No additional compensation shall be allowed if a Subcontractor is rejected.

Should the Contractor fail to meet the completion deadlines listed above or as they have been revised, the Contractor shall be liable to the City of Geneva, and liquidated damages will be assessed according to Section 108.09 of the Standard Specifications for each calendar day of overrun. Substantial completion for the purpose of this contract is defined as completion up to the point that the value of the remaining work does not exceed 5% of the contract plus the punch list items.

From the date of final payment, the Contractor shall provide the City with a one-year maintenance warranty for all work done under this contract. The Contractor shall secure a maintenance bond for 10% of the awarded contract amount. No additional compensation will be allowed to secure this bond. If any corrective work is needed within this one (1) year warranty period, no compensation will be allowed to complete this work.

If there is any discrepancy with the total bid amount, the unit price(s) submitted and related quantities will be used to recalculate the total bid amount.

Typically, all onsite construction activities shall be conducted between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday. However, City Ordinance does allow for longer workdays. During extremely high temperatures the City may allow earlier starts. No scheduled work will be done on Saturdays, Sundays and holidays observed in the State of Illinois. Any work allowed outside of the approved time period listed above shall be done only if written permission is granted by the Engineer. **Any day on which work is not allowed, construction equipment shall NOT be started, cleaned, serviced, removed from or dropped off within the construction limits, the staging area, or on any other street in the City of Geneva.**

At the preconstruction conference the Contractor shall designate an employee to be project superintendent and a contact person who should be contacted in cases of emergency twenty-four (24) hour per day. If the superintendent and the emergency contact are the same person, the Engineer will be supplied with two telephone numbers by which this person can be reached. If the project superintendent is not the 24-hour contact-person he/she shall also supply the Engineer with a twenty-four (24) hour phone number. THE CITY OF GENEVA RESERVES THE RIGHT TO REJECT ANY PROJECT SUPERINTENDENT, FOREMAN, OR CONTACT PERSON DUE TO PAST PERFORMANCE, CONFLICTS, OR THE INABILITY TO PERFORM THE WORK REQUIRED.

The Engineer shall be provided 72 hours notice for all work items requiring layout and a 24 hours notice for inspections. The Engineer will field measure and mark all pay items slated for removal and replacement prior to their removal and shall be called by the Contractor for inspection and approval before replacement. No compensation will be allowed for any item of work which was not marked for removal, field measured, inspected and/or approved by the Engineer. No additional payment will be made for removal and/or replacement beyond field markings unless specifically authorized by the Engineer.

The Contractor shall monitor the material for quantities being placed to assure there is no unreasonable shortage or excess. The Contractor shall be paid ONLY for the allowable quantity of items measured in place paid for at the unit prices specified in the contract for each item. If the Contractor delivers and places additional materials or quantities on site, no compensation will be allowed for any cost associated with the excess. If the Contractor does not deliver and place the necessary amount of material as required by the contract for a particular item, the unit price for that item shall be discounted by the allowable percentage in the Standard Specifications unless designated otherwise in the contract documents.

Saw cutting the existing pavement, sidewalk, curb or along the face of the curb in order to separate that portion to be removed from that which will remain in place shall not be paid for separately, but shall be included in the price of the item that is being removed and/or replaced.

Wherever granular material is specified for this project it is understood that recycled material for that application and gradation specified in the Standard Specifications shall be used. This material shall also be acceptable by the Engineer and it shall be supplied by an IDOT approved source.

Non-shear mission couplings will be used at all locations on sewer pipe repairs where applicable. The Couplings and the pieces of pipes to complete the connections shall be included in the pay item.

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 (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.

- 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.

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.

CONSTRUCTION LIMITS

The Contractor shall confine his operations to the construction limits. All damages caused by the Contractor or his Subcontractors outside of the Construction Limits or unnecessary damage within the Construction Limits shall be restored at the Contractor's expense.

SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work site and other persons and organizations who could be affected thereby;
2. All work, materials and equipment to be incorporated therein, whether in storage on or off site;
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of this construction project.

The Contractor's duties and responsibilities for the safety and protection of the work shall be as designated in the Standard Specifications. In addition, the Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and/or property to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and of utility owners when any work activity may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, Subcontractor, supplier or any other person or organization directly or indirectly employed the Contractor or the Subcontractor to perform or furnish any of the work, material, supplies or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person could be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall prepare and maintain on the job site a Construction Site Safety Plan in accordance with the current Occupational Safety and Health Agency (OSHA) Standards and Procedures. The safety plan shall be acceptable to OSHA and contain the name of the individual in the employ of the Contractor responsible for the Construction Site Safety.

RESTORATION LIMITS

Compensation shall not be allowed for restoration of disturbed areas outside the construction limits or disturbed areas within the construction limits that were not approved by the Engineer. **Prior to placing the Topsoil it shall be the responsibility of the Contractor to remove all deleterious material, construction debris and garbage from the site and from the topsoil.** After the topsoil is placed, the seed and mulch shall be placed in a timeframe that will not allow weed germination. It will be the Contractor's responsibility to maintain the restored areas weed-free until the grass seeds and mulch are placed. Prior to seeding and mulching, if weeds germinate, it shall be the responsibility of the Contractor to remove the weeds and all other deleterious material prior to seeding and mulching or as directed by the Engineer.

INTERPRETATION OF BID DOCUMENTS

Bidders' questions on the intent or meaning of the bid documents shall be in writing submitted to the Engineer. If necessary, the Engineer will respond in writing to the questions in the form of an addendum which will be submitted to all bid holders and made publicly available for inspection at the City of Geneva, Public Works Department; 1800 South Street, Geneva, Illinois. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders' questions on the intent or meaning of any part(s) of the bid document received less than 10 days prior to the bid

opening date will not be entertained.

EXECUTION OF THE CONTRACT

The contractor that is awarded the contract shall execute a contract and submit contract bonds for the same amount within fifteen (15) calendar days after receiving the Notice of Award, he/she shall submit a certificate of insurance showing that their company meets the required minimum coverage listed in Article 107.27 of the Standard Specifications. Work shall not start, there shall be no mobilization and no onsite deliveries shall be taken until the required insurance has been submitted and accepted by the City. This insurance policy shall be maintained during the life of the contract until final acceptance of the project by the City. Failure on the part of the successful bidder to provide a certificate of insurance within the time stipulated could void the award with resultant forfeiture of the Proposal Guaranty.

The Certificate of Insurance shall name the City of Geneva as an additional insured. In addition, the certificate of insurance will state: "This coverage and limits conforms to at least the minimum amounts required by Article 107.27 of the Standard Specifications." All costs associated with meeting these requirements shall be included in the price of the Contract.

DEFINITIONS

"City" "State" or "Owner" is the City of Geneva, its agents and/or its representatives.

"Engineer" is the City of Geneva's City Engineer his agents and/or his representatives.

All other definitions stated in Section 101 of the Standard Specifications shall apply to this Contract.

BIDDER QUALIFICATIONS

Only Bidders that are qualified will be eligible as the Contractor. The Contractor shall in no case subcontract to any other company(s) and/or firm(s) for which the combined amount is more than fifty percent of his bid.

APPLICATION FOR PAYMENT

Application for Payment to the Contractor shall be done in accordance with the applicable Articles of Section 109 of the Standard Specifications and with these Special Provisions. Written application for payment for the work completed shall be submitted to the Engineer not more than once monthly and preferably on or before the first Monday of the month.

Beginning with the second application for payment, the Contractor shall submit partial waivers of lien from all Subcontractors, and suppliers for all materials in the amount of the sum total of the first payment. Each subsequent pay request shall include a partial waiver of lien for the combined total of the previous pay requests. When the request for final payment is submitted, final waivers of lien shall be supplied by the Contractor for himself / herself, each Subcontractor, and all suppliers of materials or services under this contract. The Contractor shall also furnish an affidavit stating that all waivers submitted are the total amount of waivers required to be submitted. Applications for payment shall NOT be processed unless the required waivers of lien are supplied. Failure of the Contractor to submit correct waivers of lien at the required time may cause a delay of payment. The issuance of payments for work performed by the subcontractor shall in no way lessen the responsibilities of the Contractor.

The City reserves the right to discount, withhold, and deny final payment in part or the whole for failure to complete the work in a workmanlike manner as specified in this contract.

In the event that the Contractor does not pay for damages to property or outstanding fines levied for failure to conform to the requirements of these Special Provisions and/or any other mandates by this or other governmental agencies, the City reserves the right to deduct such fines from the payout amount due the Contractor.

MATERIAL CERTIFICATION

The Contractor will supply the Engineer with a copy of all material inspections, certifications and/or test results before any material is used on the job.

CONSTRUCTION SCHEDULE

At the preconstruction conference, the Contractor shall present, in writing, a detailed construction schedule. Starting and completion dates for the construction operations, location of off-site disposal areas, access routes to be used, and locating of equipment and material storage sites will also be discussed then. Once approved, the Contractor shall adhere to the work schedule as close as possible so that layouts and construction limits can be marked in a timely manner. If the schedule changes by more than two weeks, the Contractor shall submit a revised work schedule.

If a starting date was not set at the preconstruction meeting, the Contractor shall be required to notify the Engineer at least 72 hours prior to mobilizing to start working on this project.

If a road or any part of a road needs to be closed to vehicular traffic for non-emergency work the Engineer and emergency services must be notified no less than 48 hours in advance. An earnest effort shall be made to reopen the roadway to vehicular traffic as soon as possible. The Contractor, as part of the TRAFFIC CONTROL AND PROTECTION (TCP) item, shall furnish, erect, remove, and maintain all construction signs, barricades and other traffic control devices. TCP includes certified Flaggers to control the flow of traffic when needed. All flaggers in non-emergency situations shall be certified. Flaggers in emergency situations who are not certified shall be replaced by certified Flaggers as soon as possible. At the pre-construction meeting the Contractor shall supply the City with a current list of names of their employees who have been certified as Flaggers who will be working on this project. The safety of the general public is paramount. All means necessary to ensure their safety and the safety of the workers must be employed.

Disturbed areas in the RIGHT-OF-WAY that are deemed unsafe shall not be left unprotected overnight. No holes are to be left open in the RIGHT-OF-WAY over a holiday or weekend, commencing at 3:00 p.m., on the day preceding a holiday or a weekend. See Article 107.09.

Any road or section of road that is open to vehicular traffic shall also provide access to the driveways except when PCC is being poured through the driveway. FORM BOARDS FOR PCC POURS THROUGH DRIVEWAYS SHALL NOT BE PLACED MORE THAN TWENTY-FOUR (24) HOURS PRIOR TO THE POUR. If the time between PCC removal and replacement within the driveway or walk way will be more than 24 hours the Contractor will be required to place planks or stone to allow access. After the PCC in the driveway is poured, access shall not be given to vehicular traffic for a minimum of 72 hours. The Contractor is responsible to deliver to the City sidewalks, driveways and curbs that are not defaced and are free of damage and cracks, therefore additional curing time is allowed. This additional curing time shall be within the guidelines established by the engineer.

The Engineer shall provide a written punch list to the Contractor when the project is 95% complete or 21 calendar days prior to the scheduled completion date. Upon receipt of the punch list, the Contractor will have a minimum of 21 calendar days to complete the punch list items to the Engineer's satisfaction. Failure to complete the punch list and/or the contract within the stipulated time will result in liquidated damages being charged in the amount per calendar day as specified in Article 108.09 of the Standard Specifications. If additional time is needed to complete the work, the Contractor shall submit in writing to the engineer a formal request for a contract extension. A detailed explanation showing why additional time is needed to complete the work shall be submitted. A new work schedule showing how the work will be completed within the additional time requested shall be submitted to the City. A new completion date will be allowed if a contract extension is granted. This request will not be honored if in the Engineer's opinion the Contractor did not make an earnest effort to complete the project and chose not to work on workable days. Normal weather conditions for this area will not be an acceptable reason to grant a contract extension.

WORK SUSPENSION

The Engineer reserves the right to stop the Contractor from further removal if at any time it is determined that the Contractor is not restoring the roadway in a timely manner such that the roadway is left without any pavement for longer than the required time. See Article 108.07 of the Standard Specification for other reasons for work stoppage by the Engineer.

MAINTENANCE & CLEANING OF ROADWAY DURING CONSTRUCTION

Beginning on the date the Contractor delivers equipment on site to start working on this project; he shall assume responsibility for the normal maintenance of the existing RIGHT-OF-WAY within the allowed limits of the construction activity. The limits include the staging area and/or any adjacent streets used to park, load, or unload construction equipment. This normal maintenance shall also include repair work deemed necessary by the Engineer because of any damage caused by the Contractor's activities or the movement of his equipment, but shall not include snow removal. All roadways used by the Contractor for access ways shall also be maintained clean.

When necessary the Contractor shall sweep and clean the roadway and maintain it to the satisfaction of the Engineer during the construction process. Surplus material may be stock piled or stored at the designated staging area or at a site allowed by the Engineer. If the streets are not kept free of construction debris, the Engineer may direct the Contractor to stop all other work and instead clean the site. **The Contractor shall make a final passing on each street with a sweeper after all construction activities are complete.**

Any and all cost or charges to the Contractor associated with proper maintenance and cleaning of the roadway before the City accepts the project as complete shall be incidental; no additional compensation will be allowed. Any costs incurred by the City to maintain the roadway free of construction debris shall be passed on to the Contractor and deducted from the final payment. Staging areas shall be maintained in an orderly manner and safe manner during construction and it shall be cleaned before the final payment is released.

RESTRICTED STREET USE

Before the Contractor begins work, the City shall discuss access to each street listed in the contract. The Contractor will only be allowed on the agreed streets with construction trucks and equipment. The Contractor shall also be required to obtain overweight permits from the City and all other agencies for all vehicles and/or construction equipment. **The City of Geneva will not charge for city-issued permits that are associated with this contract;** however, failure to comply with the above may result in a citation issued by the Geneva Police to the drivers and operators of these vehicles.

FLOW OF TRAFFIC

The City understands that the flow of traffic may be slowed because of the work in progress; however, other than intermittently; the flow of traffic will not stop and the streets will not be closed unless approved otherwise by the Engineer.

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS

The City will complete Geotechnical work at random locations and it was determined that the elements present in the soils are within the acceptable limits. These results are available at the Department of Public Works. Based on our records regarding past land use, Euclid Avenue in this contract is outside any contaminated areas.

USE OF CITY WATER

The Contractor will be permitted use of City water for this project at no charge from hydrants designated by the Engineer or from hydrants at the Public Work Facility. When water use is allowed from designated hydrants, the water shall be metered. The Contractor can obtain a hydrant meter from the City of Geneva's Public Works Department. Use of a water hose larger than two (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 two (2") inch water hose on most hydrants in town. The following deposit is required for all meters obtained through the City: \$1,000.00 for a two (2) inch or larger water meter and \$200.00 for meters smaller than two (2) inch. After the project is completed, the Contractor will return the meter to the Engineer, and his deposit will be returned. During periods of drought or high demand for potable water, or as the Engineer deems necessary, the Contractor may be directed to only use Gray Water from the wastewater treatment plant. If the Contractor is directed to use gray water from the waste water treatment plant, he will need to truck the water to the construction site. The Contractor may choose to use gray water for the entire project. All costs

associated with this section shall be included in the total cost of the contract. No additional compensation shall be allowed.

MAILBOXES AND STREET SIGNS

The Contractor may remove mailboxes, street signs, and any other directional or regulatory signs in the RIGHT-OF-WAY within the construction limits that interfere with construction operations; however the contractor shall immediately relocate all mailboxes and signs at temporary locations approved by the Engineer and in accordance with applicable requirements in Section 107.20 of the Standard Specifications. The signs shall be secured such that they will not fall over and endanger the public.

As soon as construction operations permit, the Contractor shall reset the mailboxes and street signs at their permanent locations. All mailboxes shall be placed at a height of 36 inches to 42 inches measured from the bottom of the mailbox to the top of the curb or to the surface of the roadway if there is no curb. The face of the mailbox shall be placed 9 inches to 12 inches behind the curb measured horizontally from the back of the curb or the edge of pavement if there is no curb. The Contractor shall replace at his own expense any mailbox, mailbox post, or signs that has been damaged by the Contractor's operation. The street signs shall be placed according to the MUTCD or as approved by the Engineer.

PROTECTION OF PUBLIC & PRIVATE PROPERTY

The Contractor shall exercise reasonable care to protect all existing features in the public RIGHT-OF-WAY that will remain in place including landscaping, fences, sprinkler systems, drain lines, power lines, and any other public or private property. Special care shall be taken when saw cutting of the curb and sidewalk that sprinkler systems and invisible dog fences are not damaged in the process. These items are usually buried along the edges of sidewalks and behind curbs in the RIGHT-OF-WAY.

Any item damaged due to negligence on private property or in the RIGHT-OF-WAY shall be repaired or replaced in kind by the Contractor as directed by the Engineer at no additional cost to the owner or resident.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

The existing drainage facilities shall remain functional during the period of construction. Prior to commencing work, the Contractor, at his own expense, shall determine the exact location of existing structures, which are within the proposed construction limits. All drainage structures are to be maintained free of all debris or deleterious materials during the Contractor's operations. Any material that can slow down or inhibit flow shall be removed immediately. The contractor will not be compensated for the removal of construction materials from drainage structures.

The Contractor shall take the necessary precautions when working near or above existing sewers to protect them from any damage resulting from his operations. All work and material necessary to repair any sewer damage due to non-compliance with this provision shall be repaired or replaced, as directed by the Engineer, and in accordance with Section 550 of the Standard Specifications and the current edition of the Standard Specifications for Water and Sewer Main. This work shall be done at the Contractor's expense—no compensation will be allowed. All repairs of sewer lines shall be done with None-Shear Couplings.

During construction, if the Contractor encounters or otherwise become aware of any utility within the RIGHT-OF-WAY he shall inform the Engineer, who shall determine the extent of precaution necessary. It shall be the Contractor's responsibility to direct the work and protect all utilities from damage.

EXISTING UTILITIES

The Contractor shall conform to the requirements of Section 105 of the Standard Specifications. Prior to commencing work, the Contractor or the Subcontractor planning to dig on the jobsite shall contact **JULIE at 1-800-892-0123** and arrange for location of the utilities within the construction limits.

The Contractor shall support and protect all utility lines and their appurtenance as needed during construction. Typically, the Contractor will not be allowed any additional compensation for the costs associated with supporting and protecting a utility.

The Contractor shall deliver to the City Public Works Facility any frames, grates, lids or hydrants that were removed that can be salvaged. All other items removed shall be disposed of by the Contractor. No additional compensation shall be allowed for the disposal or delivery to Public Works of these items.

CONCRETE BREAKERS

When removing pavement, curb and gutter, shoulder and/or any other structures it shall be saw cut full depth and removed without the use of any type of concrete breakers or force that is likely to cause damage to underground utilities.

TRENCH BACKFILL

WORK DESCRIPTION

This work shall consist of furnishing, placing, and compacting aggregate for backfilling all trenches to the acceptable widths and within the zone of influence of the roadway. The backfill material shall be approved by the Engineer and the work shall be done in accordance with Section 208 of the Standard Specifications and the applicable Sections of the Standard Specifications for water and Sewer Main Construction in Illinois. Recycled material, with a gradation acceptable to the Engineer that is generated at an IDOT approved source, shall be allowed as trench backfill. It shall be deposited in uniform layers not exceeding twelve (12) inches thick and each layer shall be compacted by mechanical means to a minimum Standard Proctor of 90%. Jetting will not be allowed.

METHOD OF MEASUREMENT

This work shall be measured for payment from the spring line (Haunch) of the pipe in accordance with Section 208.03(b) of the Standard Specifications and the applicable Sections of the Standard Specifications for Water and Sewer Main Construction in Illinois.

BASIS OF PAYMENT

This work shall be paid at the contract unit price per cubic yard for TRENCH BACKFILL, which price shall include all labor, materials, incidentals and equipment necessary to complete the work to current standards and in a workmanlike manner.

DRIVEWAY PAVEMENT REMOVAL

WORK DESCRIPTION:

This work shall consist of removing driveway HMA pavement in accordance with applicable requirements of Section 440 of the Standard Specifications. The Contractor shall saw cut the existing driveway (full depth) at the locations marked by the Engineer. All costs related to the disposal of the spoils shall be included in this unit price. During the removal process the Contractor shall not cause the edges of remaining section of the driveway to crack, spall or become damaged. If this happens the Contractor shall, at his own expense, remove an additional portion of the remaining driveway to cut out the cracked, spalled or damaged portion before repaving. If the damage is such that a significant portion of the remaining driveway needs to be removed the additional removal shall be done at the Contractors expense; no additional compensation shall be allowed.

After the driveway pavement is removed, the granular sub-base shall be compacted before repaving the driveway. No material shall be stockpiled in the roadway or on the street adjacent to the driveway.

Driveways shall be replaced within 72 hours after removal. Any existing pavement damaged outside the removal limits shall be replaced to the satisfaction of the Engineer at the Contractor's expense.

METHOD OF MEASUREMENT:

This work shall be measured for payment for each square yard in accordance with the Standard Specifications.

BASIS OF PAYMENT:

This work shall be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL, which price shall include all labor, equipment, materials and incidentals necessary to complete the work to current standards and in a workmanlike manner.

MANHOLE, TYPE A, 4 FOOT DIA, BEEHIVE GRATE
MANHOLES, TYPE A, 4 FOOT DIA, TYPE 11 FRAME AND GRATE
SANITARY MANHOLE, TYPE A, 4 FOOT DIA, TYPE 1 FRAME AND CLOSED LID
INLETS, TYPE A, TYPE 11 FRAME AND GRATE

WORK DESCRIPTION:

This work consists of the placing of storm structures as listed above. All inlet and/or outlet pipes shall be reconnected using Non-Shear couplings. A Class-B TYPE-II pipe of equal diameter shall be used to reconnect the new structure. The coupling shall be included in the unit price. The Contractor shall be compensated separately for the drain pipe used.

METHOD OF MEASUREMENT:

This work shall be measured per each structure of size and type listed above.

BASIS OF PAYMENT:

These items shall be paid for at the contract unit price per each, MANHOLE, TYPE A, 4 FOOT DIA, BEEHIVE GRATE; MANHOLES, TYPE A, 4 FOOT DIA, TYPE 11 FRAME AND GRATE; SANITARY MANHOLE, TYPE A, 4 FOOT DIA, TYPE 1 FRAME AND CLOSED LID; INLETS, TYPE A, TYPE 11 FRAME AND GRATE; which price shall include all labor, equipment, material, and incidentals necessary to complete the work to current standards and in a workmanlike manner.

CURB REMOVAL AND REPLACEMENT

WORK DESCRIPTION:

This work consists of the spot removal, disposal, and replacement of curb and gutter on street specified by the Engineer. The ends of the remaining curb shall be drilled and smooth dowel bars placed according to the standards included in this contract. An epoxy compound or approved grout shall be used to secure the dowel bars in place. If there are no expansion joints within 100 feet of the location of curb removal and replacement, an expansion joint shall be installed on at least one end of the section of curb to be replaced. No section removed shall be less than five (5') feet in length.

Before the proposed curb is placed, minor grading, germane to this item, may be needed to ensure a minimum depth of proposed curb can be placed. The replacement of acceptable granular material below the curb shall be considered included in the cost of curb removal and replacement. If unsuitable material must be removed prior to placement of the granular material and/or curb, it shall be paid for under the item EARTH EXCAVATION. The additional granular material needed to fill the excavated area shall be paid for under the SUBBASE GRANULAR MATERIAL, TYPE B.

It will be the responsibility of the Contractor to protect the new curb from the weather and from vandalism. Any portion of the curb that the City does not accept shall be removed and replaced by the Contractor and no additional compensation will be allowed to replace it.

The new curb and gutter constructed shall match the existing curb type and elevation. The flow line shall encourage positive flow. All curb and gutter shall be depressed across all curb ramps, driveways, and as directed by the Engineer.

METHOD OF MEASUREMENT:

This work shall be measured for payment per linear foot of curb along the flow line in accordance with the Standard Specifications.

BASIS OF PAYMENT:

This work shall be paid for at the contract unit price per foot of CURB REMOVAL AND REPLACEMENT, which price shall include all labor, equipment, materials and incidentals necessary to complete the work to current standards and in a workmanlike manner.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

WORK DESCRIPTION

Under this item traffic control shall be provided for all streets and locations listed in the Special Provisions.

The Contractor shall furnish personnel and all devices as needed and along detour route according to the details shown in the plans.

Special attention is called to Article 107.09 and Division 700 of the Standard Specifications in so far as they apply.

The Contractor shall contact the Engineer at least **72 hours** before beginning work.

The Contractor shall be required to use the latest version of the highway standards listed in the plan set as traffic conditions as working conditions warrant, and also the following if necessary:

- Public Convenience and Safety (District 1) Traffic Control Plan
- Aggregate Surface Course for Temporary Access
- Temporary Information Signing

District One Standard Details:

- TC-10 Traffic Control & Protection for Side Roads, Intersections & Driveways
- TC-13 District One Typical Pavement Markings
- TC-14 Traffic Control and Protection at Turn Bays (to remain open to traffic)
- TC-16 Pavement Marking Letters and Symbols for Traffic Staging
- TC-18 Signing for Flagging Operations at Work Zone Openings
- TC-22 Arterial Road Information Sign

METHOD OF MEASUREMENT

Traffic Control and Protection shall be measured for payment as Lump Sum.

BASIS OF PAYMENT

Traffic Control and Protection shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, which price shall include all labor, equipment, materials, transportation, removal as needed and incidentals necessary to complete the work to current standards and in a safe and workmanlike manner.

PARKWAY RESTORATION

WORK DESCRIPTION:

This work consists of the furnishing and placing of topsoil, seed, fertilizer, and hydraulic mulch. The topsoil shall be pulverized and placed to a **compacted** minimum depth of four (4") inches. The topsoil will be placed in a manner such that after compaction and settling the final grade of the soil will be at the same elevation as the top of the adjacent curb, sidewalk, or driveway. To minimize the amount of material removed, the excavated material removed from the site can be reused to fill all voids. Reused material shall be capped with pulverized topsoil. All disturbed grassed areas will be restored under this item.

No Sodding will be used in this contract. Instead, grassed areas will be restored by planting Class 1, Lawn Mixture grass seeds. Full payment for this item will be made when the grass has germinated and is at least two (2") inches in height, covering no less than 75% of each planted area. Interseeding and fertilizing of the existing grass will be allowed if in the Engineers opinion the existing turf was not excessively disturbed.

The Contractor shall furnish, transport and place hydraulic mulch over the seeded areas within 24 hours after seeding. The seeded area shall be given a covering of mulch using Method-3 per Section 251; see Article 251.03(c).

Method-3 shall not be used on slopes greater than 1:3(V: H). This method consists of machine application

of wood or paper fiber hydraulic mulch at the specified rate using an approved hydraulic seeder. The hydraulic mulch shall be applied as slurry of 2000 pounds of mulch and not less than 2000 gallons of water per acre. The hydraulic mulch slurry shall be agitated a minimum of 5 minutes before application. The seeds shall not be applied concurrently with this method. Following the mulching operation no foot or vehicular traffic, over the mulched area is will be allowed. If Contractor's equipment or personnel displaces mulch, it shall be repaired or replaced at Contractor's expense, in a manner satisfactory to the Engineer.

METHOD OF MEASUREMENT:

This item shall be measured for payment per square yard.

BASIS OF PAYMENT:

This work shall be paid for at the contract unit price per square yard for PARKWAY RESTORATION, which price shall be full compensation for all labor, equipment, material and incidentals needed to complete the work as specified.

HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH

WORK DESCRIPTION:

This work shall consist of the replacement of hot-mix asphalt (HMA) driveways with the HMA Surface Course specified in this bid document at the locations and matching the in-place, compacted thickness' up to 3 inches.

Driveway shall be paved within 72 hours after removal. There shall be positive drainage after the driveway is complete. Any pavement damaged outside the removal limits allowed shall be replaced to the satisfaction of the Engineer at the Contractor's expense.

METHOD OF MEASUREMENT:

This work shall be measured using the method of averages for payment per square yard.

BASIS OF PAYMENT:

This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH, which price shall include all labor, equipment, materials and incidentals necessary to complete the work to current standards and in a workmanlike manner.

STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH

STORM SEWER CLASS B, TYPE 2, 12 INCH

PVC SDR 26 SANITARY SEWER, 15 INCH

WORK DESCRIPTION:

The 12 Inch Storm Sewer water main requirements consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. All other Storm Sewer material and installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications; which may include concrete collars and encasing pipe with seals if required.

The PVC SDR 26, SANITARY SEWER, 15 INCH pipe and the necessary fittings will be supplied by the City.

METHOD OF MEASUREMENT

This work shall be measured for payment per foot.

BASIS OF PAYMENT

This work will be paid at the contract unit price per foot for STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH; STORM SEWER CLASS B, TYPE 2, 12 INCH; PVC SDR 26 SANITARY SEWER, 15 INCH, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and in a workmanlike manner.

PROPOSAL

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

Proposal is submitted in duplicate by _____

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform 2018 STORM AND SANITARY SEWER REPLACEMENT 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 2018 STORM AND SANITARY SEWER REPLACEMENT in accordance with the attached Specifications and Documents.

CITY OF GENEVA, ILLINOIS

SIGNATURES

(If an Individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Insert Names and Addresses of All Partners

(If a corporation)

Corporate Name _____

Signed By President _____

Business Address _____

Insert Names of Officers:

President _____

Secretary _____

Treasurer _____

Attest By Secretary: _____

SCHEDULE OF PRICES

2018 STORM AND SANITARY SEWER REPLACEMENT

ITEM	DISCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CURB REMOVAL AND REPLACEMENT	340	FEET	\$38.00	\$12,920.00
2	STORM SEWER CLASS B, TY II, 12 INCH	329	FEET	\$93.00	\$30,579.00
3	STORM SEWER (WATER QUALITY), 12 INCH	40	FEET	\$93.00	\$3,720.00
4	TRENCHBACKFILL	355	CUYD	\$29.00	\$10,295.00
5	SEWER PIPE REMOVAL AND DISPOSAL	580	EACH	\$1.00	\$580.00
6	DRAINAGE OR UTILITY STRUCTURE REMOVAL	5	EACH	\$250.00	\$1,250.00
7	SANITARY MANHOLE, TY A, 48 INCH DIA, TY 1 F & CL	2	EACH	\$3,200.00	\$6,400.00
8	INLET TY A, TY 11 F & G	5	EACH	\$1,100.00	\$5,500.00
9	CLASS D PATCHING, TY IV, 4 INCH	273	SQYD	\$87.00	\$23,751.00
10	HMA DRIVEWAY REPAIRS	16	SQYD	\$125.00	\$2,000.00
11	PVC SDR-26 SANITARY SEWER, 15 INCH	240	FEET	\$93.00	\$22,320.00
12	TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$6,500.00	\$6,500.00
			TOTAL		\$125,833.00

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

2018 STORM AND SANITARY SEWER REPLACEMENT , 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.

NAME

COMPANY

DATE

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

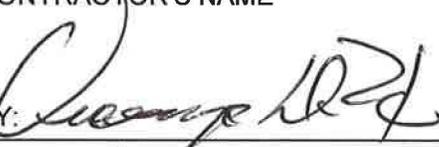
The undersigned, upon first being duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

PATRICK CONSTRUCTION, INC. (Contractor) is not currently delinquent in the payment of any tax administrated 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.

PATRICK, INC.

DBA PATRICK CONSTRUCTION, INC.

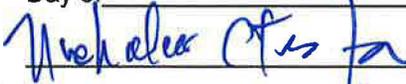
CONTRACTOR'S NAME

BY: 

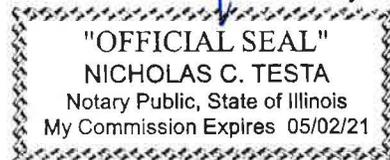
(TITLE) Pres.

Subscribed and sworn before me this 26TH

Day of SEPTEMBER, 2018

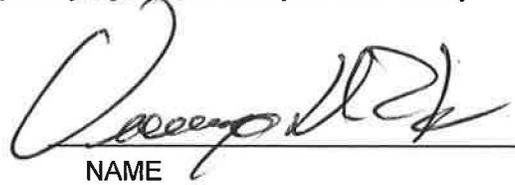


Notary Public



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.



A handwritten signature in black ink, appearing to read 'Patrick', is written over a horizontal line.

NAME

PATNICK, INC.

DBA PATNICK CONSTRUCTION INC.

COMPANY

SEPTEMBER 26, 2018

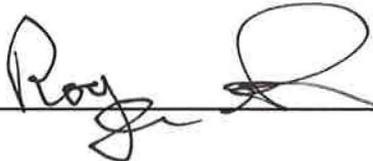
DATE



CONTRACT:

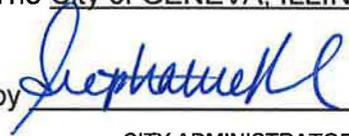
- 1) THIS AGREEMENT, made and concluded the 17th day of SEPTEMBER, 2018 between the CITY of GENEVA, ILLINOIS acting by and through its CITY ADMINISTRATOR known as the party of the first part, and PATNICK CONSTRUCTION, INC. acting by and through his/there executors, administrators, successors or assigns, known as the party of the second part.
- 2) 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 to these presents, the party of the second part agrees with party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in an acceptable manner and in accordance with current standards, regulations, the plans & specifications, and in full compliance with all the terms of this agreement.
- 3) It is also understood and agreed that the Plans, Notice to Bidders, Instructions to Bidders, Special Provisions, Proposal, Schedule of Prices, and Contract Bond, Affidavits and Certifications and Addendum hereto attached for the 2018 STORM AND SANITARY SEWER REPLACEMENT in the CITY of GENEVA, ILLINOIS, are essential documents to this contract and are a part hereof.
- 4) IN WITNESS WHEREOF, The above parties have executed these present on the date above.

Attest:

 Clerk

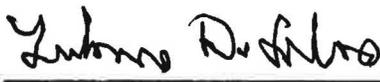
(Seal)

The CITY of GENEVA, ILLINOIS

by 
CITY ADMINISTRATOR

Attest:

Corporation Name: PATNICK CONSTRUCTION INC.

 Secretary

(Seal)


President Party of the Second Part

CONTRACT BOND

LET IT BE KNOWN TO ALL, that we PATNICK CONSTRUCTION INC., a corporation organized under the laws of the State of _____ and licensed to do business in the State of Illinois, as PRINCIPAL, and _____, a corporation and existing under the laws of the State of _____, 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 **ONE HUNDRED TWENTY FIVE THOUSAND, EIGHT HUNDRED THIRTYTHREE - 00/100 Dollars (\$ 125,833.00)**, lawful money of the United States, well and truly to be paid unto 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 PRINCIPAL has entered into a written contract with the City of Geneva, in the State of Illinois, which is a municipal corporation and acts through the Mayor and City Council for the construction of the work designated 2018 which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the PRINCIPAL has promised and agreed to perform the work in accordance with the terms of this contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to the PRINCIPAL for the purpose of performing any work agreed to in this contract and further agrees to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of any related work during the time thereof and until all work agreed to under this contract is complete and accepted by the City of Geneva; 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 all work in accordance with the terms of this 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 this contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of any work during the time of the performance thereof and until the said work shall be accepted, and shall hold the City of Geneva, Illinois its agents 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 this contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers

this _____ day of _____ A.D. 2018

PRINCIPAL
PATNICK CONSTRUCTION INC.
(Corporation Name)

By: _____
(Signature) (Title)

Attest: _____
(Signature) (Title)

State of _____ County of _____

I, _____, a Notary Public in and for said county, in the State
aforesaid, do hereby certify that _____ to me personally
(Insert names of individuals signing on behalf or PRINCIPAL)

known to be President and Secretary respectively of PATNICK CONSTRUCTION INC., 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 _____ day of _____ A.D. 2018.

My commission expires _____
Notary Public

SURETY

By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

State of _____ County of _____

I, _____, a Notary Public in and for said county, in the State aforesaid,
do hereby certify that _____, who is personally known to me to be the same
person who _____ signed the above and foregoing instrument as
(Insert name of individual signing on behalf or SURETY)

the Attorney-in-Fact for _____ appeared before me this day in person and acknowledge that they
signed the name of _____ 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 _____ day of _____ A.D. 2018.

My commission expires _____
Notary Public

Approved this _____ day of _____, A.D. 2018

Attest: _____
City of Geneva
(Awarding Authority)

_____, Clerk
(City Administrator)