



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2018 Sidewalk and Curb Maintenance Project		
Presenter & Title:	Brian L. Schiber, P.E. ADPW/City Engineer		
Date:	May 1, 2018		
<b>Please Check Appropriate Box:</b>			
<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:			
<b>Executive Summary:</b>			
<p>This is a small part of the overall 2018 Capital Improvements. This 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 four (4) bids and they are summarized on the attached Bid Tabulation. Schroeder &amp; Schroeder submitted the lowest unit prices: \$8.00 /Sq Ft to remove and replace sidewalk; \$50.00/Ln Ft to remove and replace curb and \$45.00/Sq Ft to replace Detectable Warnings.</p> <p>The unit prices submitted by Schroeder and Schroeder, Inc. represents the low bid. Schroeder &amp; Schroeder has not done work for the City of Geneva recently but they have completed comparable projects satisfactorily in other communities in this area and elsewhere. Engineering staff has also worked with this company at other places of employment and is familiar with their work.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Bid Tabulations</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(how item should be listed on agenda)</i>			
<p>In consideration of the above information, I respectfully recommend that on May 21, 2018 that the City of Geneva City Council award the contract for the 2018 Sidewalk and Curb Maintenance Project to Schroeder &amp; Schroeder, Inc. of Skokie, Illinois in the not to exceed amount of \$50,000.00.</p>			

**RESOLUTION NO. 2018-42**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT  
with Schroeder & Schroeder, Inc. for  
“2018 Sidewalk and Curb Maintenance Project”**

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**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 Schroeder & Schroeder, Inc., relating to the removal and replacement of defective sidewalks and curbs 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 21<sup>st</sup> day of May, 2018

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Geneva

2018 Sidewalk and Curb Maintenance Project

**BID TAB**

Bid Opened: April 30, 2018 @ 10:00 AM

Description	Plan			ENGINEER'S ESTIMATE			SCHRODER AND SCHRODER, INC.			ALLIANCE CONTRACTORS, INC.			GENEVA CONSTRUCTION COMPANY			RAI CONCRETE, INC.		
	UNIT	MIN QTY	MAX QTY	UNIT PRICE	MIN COST	MAX COST	UNIT PRICE	MIN COST	MAX COST	UNIT PRICE	MIN COST	MAX COST	UNIT PRICE	MIN COST	MAX COST	UNIT PRICE	MIN COST	MAX COST
PCC SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	4,500.00	5,000.0	\$8.50	\$38,250.00	\$ 42,500.00	\$ 8.00	\$ 36,000.00	\$ 40,000.00	\$ 10.00	\$ 45,000.00	\$ 50,000.00	\$ 12.50	\$ 56,250.00	\$ 62,500.00	\$ 20.00	\$ 90,000.00	\$ 100,000.00
PCC CURB REMOVAL AND REPLACEMENT	LN FT	150.00	200.0	\$35.00	\$5,250.00	\$ 7,000.00	\$ 50.00	\$ 7,500.00	\$ 10,000.00	\$ 100.00	\$ 15,000.00	\$ 20,000.00	\$ 50.00	\$ 7,500.00	\$ 10,000.00	\$ 42.00	\$ 6,300.00	\$ 8,400.00
DETECTABLE WARNINGS	SQ FT	48.00	56.0	\$16.00	\$768.00	\$ 896.00	\$ 45.00	\$ 2,160.00	\$ 2,520.00	\$ 25.00	\$ 1,200.00	\$ 1,400.00	\$ 26.00	\$ 1,248.00	\$ 1,456.00	\$ 40.00	\$ 1,920.00	\$ 2,240.00
<b>TOTALS</b>					\$44,268.00	\$50,396.00		\$45,660.00	\$52,520.00		\$ 61,200.00	\$ 71,400.00		\$ 64,998.00	\$ 73,956.00		\$98,220.00	\$110,640.00

**CONTRACT**  
**AND PROJECT SPECIFICATIONS**  
**FOR**  
**2018 SIDEWALK AND CURB MAINTENANCE PROJECT**  
**CITY OF GENEVA, ILLINOIS**

**CONTRACTOR'S NAME:** SCHROEDER AND SCHROEDER, INC.

**STREET ADDRESS:** 7306 CENTRAL PARK AVENUE

**CITY:** SKOKIE **STATE:** ILLINOIS **ZIP CODE:** 60076

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MAY 2018

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## NOTICE TO BIDDERS

Bids submitted in duplicate, in a sealed envelope with the words "2018 SIDEWALK AND CURB MAINTENANCE PROJECT" clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 A.M. Monday, April 30, 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. The Contractor shall submit a unit price to remove and replace the following three items. This unit price shall be for furnishing of all equipment, materials, labor, and incidentals necessary to complete the work for the construction of a range of:

- |    |                     |                                       |
|----|---------------------|---------------------------------------|
| 1) | 4,500 - 5,000 SQ FT | PCC SIDEWALK, REMOVAL AND REPLACEMENT |
| 2) | 150 – 200 FT        | PCC CURB REMOVAL AND REPLACEMENT      |
| 3) | 48 - 56 SQ FT       | DETECTABLE WARNING                    |

All proposals shall be accompanied by a proposal guaranty equaling an amount not less than \$2,500.00. 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. The amount of the Contract Bond will be included in the Notice of Award.

The successful bidder shall also submit a current proof of insurance with the City of Geneva listed as 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.

The package is available on the City's web site at <http://www.geneva.il.us/bids.aspx> and also available at City of Geneva Public Works; 1800 South St. Geneva IL 60134.

Contact person: Dave Morris 630-232-1501 Ext. 3407 or [dmorris@geneva.il.us](mailto: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 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 a Notice to Proceed will then be issued and only then can any site work start. No site work (including Mobilization and delivery) shall begin before the Notice to Proceed is issued.

The Contractor shall furnish a contract bond for an amount that will be determined after the bids are opened. After the contract is awarded and before any site work starts, the Contractor shall submit the contract bond no less than 15 working days after receiving the notice of award by the City. The guarantor shall be a surety company authorized to do business in the State of Illinois.

Wherever removal is specified in this contract, the cost of disposal shall be included; mobilization and traffic control 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 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 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.

## SPECIAL PROVISIONS

### 2018 SIDEWALK AND CURB MAINTENANCE PROJECT

#### GENERAL/DESCRIPTION OF IMPROVEMENT

This work consists of removing and replacing sidewalk, curb and detectable warnings 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	April 30, 2018 @ 10:00 AM; City Hall
City Council Award	May 21, 2018
Notice of Award	May 22, 2018
Preconstruction Meeting: 11:00 AM	June 11, 2018
Notice to Proceed	July 2, 2018 (Tentative)
Substantial Completion	August 10, 2018
Phase 100 % Completion	August 31, 2018

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 it will be replaced right away and it is authorized by the Engineer. Typically, the Contractor shall complete replacements Monday to Thursday. Any deviations from this schedule will be approved by the 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 redoing items previously worked on due to defacing or vandalism, shall be done 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.

**PRECONSTRUCTION CONFERENCE**

Following the award of the Contract the Contractor shall attend a Preconstruction Conference as scheduled above. 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 according to the awarded contract unit price.

**1. Pay Requests**

Pay requests will be processed once per month.

**2. Retainage**

If more than one payment is necessary there will be a 10% retainage.

**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 the preceding payments. A final Waiver of Lien shall be for the closeout amount and it shall be submitted before the final payment is processed. The Contractor shall submit final Waivers of Lien for all work including subcontractors.

4. Material certification for all materials used in this project shall be submitted.

**SUBCONTRACTORS**

The Owner reserves the right to accept or reject any sub-Contractors due to past performance. The rejection of any subcontractor shall not be grounds to renegotiate a change in unit prices. The Contractor shall do more than 50% of the work in this contract with his or her own work forces.

**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. If water is trucked in, the source of the water must be disclosed and verified by the Engineer.

**RESIDENT NOTIFICATION**

The Contractor shall distribute notices provided by the City to the residents or businesses owners that are affected by this work. The notice shall be delivered twenty-four (24) to forty-eight (48) hours before work begins at that location.

**CONTROL BY CONTRACTOR**

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.

A reasonable amount of time shall be allowed by the Contractor after he calls for inspections of the form boards by the Engineer prior to placement of the concrete. The Contractor shall not claim additional compensation for any delay due to the Engineer exercising this right, for any corrective work which may be required as the result of the Contractor's errors or any removal and replacement of items not inspected or approved.

**FINAL CLEANUP**

The Contractor shall be responsible to maintain the roadway, driveways and utility structures void of all foreign materials deposited during the workday. At the end of each workday all accumulated foreign material in the right of way or in any utility structure shall be removed. If any large amount of material falls into any drainage structure it shall be removed immediately. The Contractor shall maintain the worksite in a clean and acceptable manner. If in the opinion of the Engineer the work site is not being maintained the City may elect to clean up the site and bill the Contractor for the cost of the cleanup.

**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:

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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 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**

**DESCRIPTION:**

This work shall consist of removing and replacing PCC sidewalk matching the existing width and thickness of the adjacent and / or abutting sidewalk. The Contractor shall saw cut the sidewalk as marked for removal. The Contractor shall also saw cut along the edge of driveway pavement before squares within driveways are removed. This work will be done in accordance with Sections 423, 424 and 440 of the Standard Specifications. The Contractor may need to regrade the existing aggregate before pouring.

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. The Contractor shall supply some aggregate to regrade the base when needed.

**METHOD OF MEASUREMENT:**

This work will be measured for payment for in place quantities in square foot.

**BASIS OF PAYMENT:**

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

**DETECTABLE WARNINGS**

**DESCRIPTION:**

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

The detectable warnings shall be red 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 and in accordance with current accessibility guidelines.

**METHOD OF MEASUREMENT:**

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

**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 adjacent size and type. Two Dowel bars shall be added at each cut end. Expansion joints shall be added 5 feet on either side of each inline frame & grate, and at each end of all curb segments replaced that are 10 feet and larger in length. The Contractor shall saw cut the limits marked by the Engineer and along the edge of pavement / 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:**

The Contractor is encouraged to minimize the grassed area that is disturbed because 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**

All saw cutting needed to separate the portion that will be removed from what will remain shall be included in the unit price(s) submitted. No additional compensation will be allowed for saw cutting.

**MOBILIZATION**

Mobilization shall be included in the unit price(s). No additional compensation will be allowed for mobilization.

**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:**

424001-10	Perpendicular Curb Ramps for Sidewalks
424016-04	Mid-Block Curb Ramps for Sidewalks
424026-02	Entrance / Alley Pedestrian Crossings
701501-06	Urban Lane Closure, Two Lane
701701-08	Urban Lane Closure, Multilane Intersection
701801-06	Urban Lane Closure, Crosswalk or Sidewalk Closure
701901-07	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.

All traffic control and protection shall be included in the unit prices submitted. No additional compensation will be allowed.

**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 the 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.

PROPOSAL

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

Proposal is submitted in duplicate by SCHROEDER & SCHROEDER, INC.  
7306 CENTRAL PARK, SKOKIE, IL 60076

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform 2018 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>
<u>1</u>	<u>4/6/18</u>	<u>CS</u>
<u>2</u>	<u>4/16/18</u>	<u>CS</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 SIDEWALK AND CURB MAINTENANCE PROJECT in accordance with the attached Specifications and Documents.

**RETURN WITH BIDS**  
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 SCHROEDER & SCHROEDER, INC.

Signed By President Chris Schroeder

Business Address 7306 CENTRAL PARK  
SKOKIE, IL 60076

Insert Names of Officers:

President CHRIS SCHROEDER

Secretary MARY L. BRUNT

Treasurer JOSEPH V. VRABEL

Attest By Secretary: Mary L. Brunt

**SCHEDULE OF PRICES**

ITEM NO.	DESCRIPTION	UNIT	MIN. QTY.	MAX. QTY.	UNIT PRICE
1	PCC SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	4,500	5,000	8.00
2	PCC CURB REMOVAL AND REPLACEMENT	LN FT	150	200	50.00
3	DETECTABLE WARNING	SQ FT	48	56	45.00

AFFIDAVIT OF EXPERIENCE

STATE OF ILLINOIS )  
COUNTY OF COOK )SS

CHRIS SCHROEDER being duly sworn, that he is  
PRESIDENT of SCHROEDER & SCHROEDER, INC.  
(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>VILLAGE OF GLENVIEW</u>	<u>SIDEWALK, CURB &amp; GUTTER</u>	<u>\$ 816,502</u>
<u>VILLAGE OF NORTHBROOK</u>	<u>SIDEWALK, CURB &amp; GUTTER</u>	<u>\$ 154,747</u>
<u>VILLAGE OF ARL HTS.</u>	<u>SIDEWALK, CURB &amp; GUTTER</u>	<u>\$ 298,380</u>

and that SCHROEDER & SCHROEDER, INC 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>GRADALL (3)</u>	<u>2007, 2014, 2018</u>	<u>FLATBED TRUCKS (6)</u>	<u>VARIOUS</u>
<u>SKIDSTEERS (12)</u>	<u>2005-2017</u>	<u>6-WHEEL DUMPS (4)</u>	<u>VARIOUS</u>
<u>SEMI-DUMPS (3)</u>	<u>2000, 2005, 2017</u>	<u>PICKUPS/VANS (8)</u>	<u>VARIOUS</u>

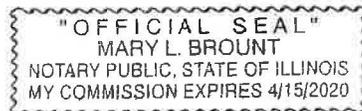
and that JOE VRABEL will be assigned to work  
(Name of Superintendent)  
under this contract, and that his experience in this kind of work is as follows:

<u>Name of Job</u>	<u>Engineer or Owner</u>
<u>VILLAGE OF GLENVIEW</u>	<u>GREG BOLDT</u>
<u>VILLAGE OF NORTHBROOK</u>	<u>JIM HUFF</u>
<u>VILLAGE OF ARL HTS.</u>	<u>JEFF MUSINSKI</u>

Signature: *Chris Schroeder*

Subscribed and sworn to before me this 30<sup>th</sup> day of APRIL, 2018.

*Mary L. Brout*  
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

2018 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.



NAME

SCHROEDER & SCHROEDER, INC  
COMPANY

4/30/18  
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

SCHROEDER & SCHROEDER, 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.

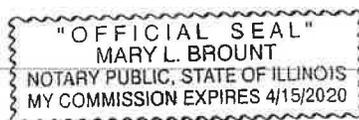
SCHROEDER & SCHROEDER, INC.  
CONTRACTOR'S NAME

BY: *Chris Schroeder*  
(TITLE) PRESIDENT

Subscribed and sworn before me this 30<sup>th</sup>

Day of APRIL, 2018

*Mary L. Brout*  
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.



NAME

SCHROEDER & SCHROEDER, INC.

COMPANY

4/30/18

DATE

*FINAL SHEET*

CONTRACT BOND

Bond #9877117

LET IT BE KNOWN TO ALL, that SCHROEDER AND SCHROEDER, INC., a corporation organized under the laws of the State of Illinois and licensed to do business in the State of Illinois, as

PRINCIPAL, and Ohio Farmers Insurance Company, a corporation and existing under the laws of the State of Ohio, 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 FIFTY THOUSAND --- 00/100 Dollars (\$ 50,000.00 ), 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 2018 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 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 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 by the City of Geneva, Illinois; 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, its awarding authority, and its employees 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 said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers  
this 8th day of August A.D. 2018

**PRINCIPAL**

SCHROEDER AND SCHROEDER, INC.

(Company Name)

By: Chris Schroeder President  
(Signature) (Title)

Attest: Mary S. Brant Secretary  
(Signature) (Title)

State of Ill.

County of COOK

I, Theresa M. Winandy a Notary Public in and for said county, in the State aforesaid, do

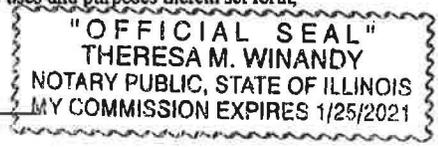
hereby certify that Chris Schroeder, Mary Brant to me personally known to be  
(Insert names of individuals signing on behalf or PRINCIPAL)

President and Secretary respectively of SCHROEDER AND SCHROEDER, 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 8th day of August A.D. 2018

My commission expires 1-25-2021

Theresa M. Winandy  
Notary Public



Ohio Farmers Insurance Company  
(Name of Surety)

SURETY  
By: Cathie M. Demitropoulos  
(Signature of Attorney-in-Fact)

State of Illinois

County of DuPage

I, Veronica E. Dorsey, a Notary Public in and for said county, in the State aforesaid,

do hereby certify that Cathie M. Demitropoulos, 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 Ohio Farmers Insurance Company appeared before me this day in

person and acknowledge that they signed the name of Cathie M. Demitropoulos 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 8th day of August A.D. 2018.

My commission expires 11/09/19

Veronica E. Dorsey  
Notary Public



Approved this 20th day of August, A.D. 2018

Attest:  
Roger Gudskesen  
Roger Gudskesen, Clerk

City of Geneva  
(Awarding Authority)  
Stephanie  
(Mayor) City Administrator

General  
Power  
of Attorney

POWER NO. 1212962 02

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY**

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact.* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of August A.D., 2018 .



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary



**CONTRACT:**

- 1) THIS AGREEMENT, made and concluded the 5<sup>th</sup> day of May, 2018 between the CITY of GENEVA, ILLINOIS acting by and through its MAYOR and CITY COUNCIL known as the Party of the First Part, and SCHROEDER AND SCHROEDER, INC., 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 2018 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:

[Signature] Clerk

(Seal)

City of GENEVA, ILLINOIS

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

Attest:

Corporation Name: SCHROEDER AND SCHROEDER

[Signature] Secretary

(Seal)

[Signature]  
President (Party of the Second Part)