



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2019 SIDEWALK AND CURB MAINTENANCE PROJECT		
Presenter & Title:	Brian L. Schiber, P.E. Assistant Director of Public Works/City Engineer		
Date:	April 1, 2019		
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: EMS-2 / QL-1			
Estimated Cost: \$ 50,000.00		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>This project entails the removal and replacement of defective sidewalks, curbs and curb ramps on various city streets.</p> <p>Six (6) bids were received and summarized in the Bid Tabulation (attached). Strada Construction Company's unit prices: \$8.95 / sq. ft. for Sidewalk Removal and Replacement, \$32.00 / linear ft. for Curb Removal and Replacement, and \$23.00 / sq. ft. for the installation of Detectable Warnings represents the low bid. Strada Construction Company has done this type of work for the City of Geneva, IL in the past and have performed satisfactorily.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Tabulation of Quotes 			
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>Recommend approval of a resolution authorizing the City Administrator to execute a contract for the 2019 SIDEWALK AND CURB MAINTENANCE PROJECT with Strada Construction Company of Addison, IL in the amount not to exceed \$50,00.00.</p>			

RESOLUTION NO. 2019-30

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
with Strada Construction Company for
“2019 Sidewalk and Curb Maintenance Project”**

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

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Construction Contract with Strada Construction Company, relating to the removal and replacement of defective sidewalk and curb and the construction of curb ramps 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 1st day of April, 2019

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

Approved by me this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

City of Geneva
2019 Sidewalk and Curb Maintenance Project

BID TAB

Bid Opened: March 18, 2019 @ 10:00 AM

Description	Plan			ENGINEER'S ESTIMATE			STRADA CONSTRUCTION COMPANY			TRIGGI CONSTRUCTION, INC.			SCHRODER AND SCHRODER, INC.			SCANLON EXCAVATING AND CONCRETE, INC.			GLOBE CONSTRUCTION, INC.			CHICAGO CONSTRUCTION SERVICES, INC.		
	UNIT	MIN QTY	MAX QTY	UNIT PRICE	MIN COST	MAX COST	UNIT PRICE	MIN COST	MAX COST	UNIT	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	4,700.0	\$9.10	\$40,950.00	\$42,770.00	\$ 8.95	\$40,275.00	\$42,065.00	\$ 10.00	\$45,000.00	\$47,000.00	\$ 9.75	\$ 43,875.00	\$45,825.00	\$ 9.75	\$ 43,875.00	\$45,825.00	\$ 12.88	\$57,960.00	\$60,536.00	\$ 12.00	\$54,000.00	\$ 56,400.00
PCC CURB REMOVAL AND REPLACEMENT	LN FT	150.00	175.0	\$45.00	\$6,750.00	\$ 7,875.00	\$ 32.00	\$ 4,800.00	\$ 5,600.00	\$ 35.00	\$ 5,250.00	\$ 6,125.00	\$ 50.00	\$ 7,500.00	\$ 8,750.00	\$ 68.00	\$ 10,200.00	\$11,900.00	\$ 39.95	\$ 5,992.50	\$ 6,991.25	\$ 50.00	\$ 7,500.00	\$ 8,750.00
DETECTABLE WARNINGS	SQ FT	40.00	56.0	\$34.00	\$1,360.00	\$ 1,904.00	\$ 23.00	\$ 920.00	\$ 1,288.00	\$ 25.00	\$ 1,000.00	\$ 1,400.00	\$ 45.00	\$ 1,800.00	\$ 2,520.00	\$ 30.00	\$ 1,200.00	\$ 1,680.00	\$ 96.00	\$ 3,840.00	\$ 5,376.00	\$ 100.00	\$ 4,000.00	\$ 5,600.00
TOTALS					\$49,060.00	\$52,549.00		\$45,995.00	\$48,953.00		\$51,250.00	\$54,525.00		\$53,175.00	\$57,095.00		\$ 55,275.00	\$ 59,405.00		\$ 67,792.50	\$ 72,903.25		\$65,500.00	\$70,750.00

**CONTRACT DOCUMENTS
AND PROJECT SPECIFICATIONS
FOR
2019 SIDEWALK AND CURB MAINTENANCE PROJECT
CITY OF GENEVA, ILLINOIS**

CONTRACTOR'S NAME STRADA CONSTRUCTION COMPANY

STREET ADDRESS 1742 W ARMITAGE COURT

CITY ADDISON STATE ILLINOIS ZIP 60101

MARCH 2019

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NOTICE TO BIDDERS

Bids submitted in duplicate, in a sealed envelope with the words "2019 SIDEWALK AND CURB MAINTENANCE PROJECT" clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 AM ON MARCH 18, 2019** 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 – 4,700 SQ FT | PCC SIDEWALK, REMOVAL AND REPLACEMENT |
| 2) | 150 – 175 FT | PCC CURB REMOVAL AND REPLACEMENT |
| 3) | 40 - 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.

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 visited 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 **2019 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

2019 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 26, 2019 @ 10:00 AM; City Hall
City Council Award	May 21, 2019
Notice of Award	May 22, 2019
Preconstruction Meeting: 11:00 AM	June 11, 2019
Notice to Proceed	July 2, 2019 (Tentative)
Substantial Completion	August 10, 2019
Phase 100 % Completion	August 31, 2019

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 that 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:

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 thee 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 STRADA CONSTRUCTION CO

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform 2019 SIDEWALK AND CURB MAINTENANCE PROJECT in accordance with the Specifications and procedural documents attached.

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

The Undersigned acknowledges receipt of the following Addenda.

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



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

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

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform 2019 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 _____

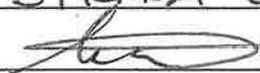
Signed By _____

Business Address _____

Insert Names and Addresses of All Partners

(If a corporation)

Corporate Name STRADA CONSTRUCTION CO

Signed By President 

Business Address 1742 W. ARMITAGE CT
ADDISON, IL 60101

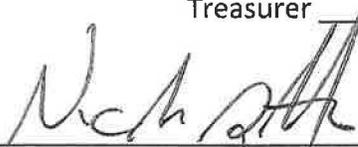
Insert Names of Officers:

President ANTONIO DIPOLA

Secretary NICK DIBENEDETTO

Treasurer _____

Attest By Secretary:



SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	MIN. QTY.	MAX. QTY.	UNIT PRICE
1	PCC SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	4,500	4,700	\$ 8.95
2	PCC CURB REMOVAL AND REPLACEMENT	LN FT	150	175	\$ 32.00
3	DETECTABLE WARNING	SQ FT	40	56	\$ 23.00

AFFIDAVIT OF EXPERIENCE

STATE OF IL)
COUNTY OF DUPAGE)SS

ANTONIO DIPAOLA being duly sworn, that he is
PRESIDENT of STRADA CONSTRUCTION CO
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

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

<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>VILLAGE OF ADDISON</u>	<u>SIDEWALK, CURB</u>	<u>\$ 200,000</u>
<u>VILLAGE OF PALATINE</u>	<u>SIDEWALK, CURB</u>	<u>\$ 350,000</u>
<u>VILLAGE OF MELROSE PARK</u>	<u>SIDEWALK, CURB</u>	<u>\$ 300,000</u>

and that STRADA CONSTRUCTION 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>CONSTRUCTION EQUIPMENT</u>			

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

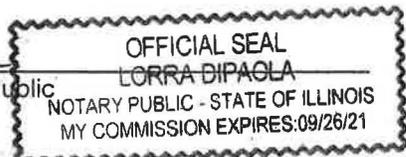
<u>Name of Job</u>	<u>Engineer or Owner</u>
<u>SEE ABOVE</u>	

Signature: Nick DiBenedetto

Subscribed and sworn to before me this 14th day of March 2019.

[Handwritten Signature]

Notary Public



CERTIFICATION FOR BID

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

2019 SIDEWALK AND CURB MAINTENANCE PROJECT

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

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

ANTONIO DIPAOLA
NAME

STRADA CONSTRUCTION C
COMPANY

3-15-19
DATE

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

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

STRADA CONSTRUCTION Co (Contractor) is not currently delinquent in the payment of any tax 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.

STRADA CONSTRUCTION Co
CONTRACTOR'S NAME

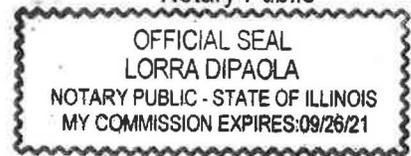
BY: 

(TITLE) PRESIDENT

Subscribed and sworn before me this 15th

Day of March, 2019

Notary Public



CERTIFICATION FOR DRUG FREE WORK PLACE

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

ANTONIO DI PAOLU
NAME

STRADA CONSTRUCTION CO
COMPANY

3-15-19
DATE

ADDENDUM #1

PROJECT NAME: 2019 SIDEWALK AND CURB MAINTENANCE PROJECT

DATE: 03/14/2019

Please include this sheet with bid package:

The following revisions and/or additions to the Plans and Specifications are to be included in the original Drawings and Specifications. This Addendum shall take precedence over anything contrary on the previously issued Drawings and Specifications and shall be referred to hereinafter as part of the Contract Documents. Bidders shall acknowledge receipt of this addendum in the Bid Form.

BID OPENING

- 1) Page #6; The Bid Opening date will be 10:00 AM on March 18, 2019.

END OF TEXT FOR ADDENDUM #1

P:\Engineering\2019 Projects\2019 Sidewalk and Curb Maint Project\BID DOCUMENTS\2019 Sidewalk & Curb Maintenance Proj Addendum 1.doc



CONTRACT:

- 1) THIS AGREEMENT, made and concluded the 18th day of March, 2019 between the CITY OF GENEVA, ILLINOIS acting by and through its MAYOR and CITY COUNCIL known as the Party of the First Part, and STRADA CONSTRUCTION COMPANY, his/there executors, administrators, successors or assigns, known as the Party of the Second Part.
- 2) Witnesseth: That for and in consideration of the payment and agreements mentioned in the Proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the Bonds referring to these presents, the Party of the Second Part agrees that at his/their own proper cost and expense shall do all work, furnish all equipment, materials and labor necessary to complete the work in accordance with the plans and specifications.
- 3) And it is also understood and agreed that the Notice to Bidders, Special Provisions, Schedule of Prices, Proposals and Bonds, Affidavits and Certifications hereto attached for the 2019 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:

Clerk

CITY OF GENEVA, ILLINOIS

by

CITY ADMINISTRATOR (Party of the First Part)

Attest:

Secretary

Corporation Name: STRADA CONSTRUCTION COMPANY

President

(Party of the Second Part)

(Seal)

CONTRACT BOND

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

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

firmly bound unto the City of Geneva, Illinois in the penal sum of 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 2019 SIDEWALK AND CURB MAINTENANCE PROJECT which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money; and further agrees to obtain a one (1) year maintenance bond to remain in effect for the duration of one (1) year after final payment.

NOW THEREFORE, If the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid City of Geneva, Illinois and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

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

this 29th day of April A.D. 2019

PRINCIPAL

STRADA CONSTRUCTION COMPANY
(Company Name)

By: [Signature]
(Signature)

PRESIDENT
(Title)

Attest: [Signature]
(Signature)

SECRETARY
(Title)

State of Illinois

County of Cook

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

herby certify that Antonio DiPaola Nick DiBenedetto to me personally known to be
(Insert names of individuals signing on behalf of PRINCIPAL.)

President and Secretary respectively of STRADA CONSTRUCTION COMPANY, a corporation, and who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed, and delivered said instrument as their free and voluntary act of said corporation, for the uses and purposes therein set forth and that they were duly authorized to execute the same by the board of directors of said corporation.
(Given under my hand and Notarial seal this 29th day of April A.D. 2019.)

My commission expires May 27, 2021

[Signature]
Notary Public



Erie Insurance Company
(Name of Surety)

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

State of Illinois

County of Cook

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

do hereby certify that Christopher J Bechtold, who is personally known to me to be the same person who
(Insert name of individual signing on behalf of SURETY)

signed the above and foregoing instrument as the Attorney-in-Fact for Erie Insurance Company appeared before me this day in person and acknowledge that they signed the name of Christopher J Bechtold 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 29th day of April A.D. 2019.

My commission expires May 27, 2021

[Signature]
Notary Public



Approved this 3rd day of June, A.D. 2019

Attest:

[Signature] Clerk

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint _____
_____ Christopher J. Bechtold, Richard G. Bechtold and Elizabeth Goeller _____

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, _____
_____ each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). _____

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

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

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

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

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

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

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



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

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

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



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

CERTIFICATE

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

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



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

this 24th day of April 20 19