



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2020 PAVEMENT MARKING MAINTENANCE		
Presenter & Title:	Brian L. Schiber, P.E. Assistant Director of Public Works/City Engineer		
Date:	July 21, 2020		
<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
<input type="checkbox"/>	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: EMS-2 / QL-1			
Estimated Cost: \$ 45,000.00	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>This project entails the maintenance of pavement markings to improve the safety of pedestrians and the motoring public. A bid letting was conducted and advertised per City Code. On the date of the bid opening, only one bid was submitted by Superior Road Striping, Inc. from Melrose Park, Illinois. Their bid amount was within the budget. This company has worked for the City on several different projects over the years as a subcontractor and has performed satisfactorily.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires <u>5</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>			
<b>Recommendation / Suggested Action:</b> <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 2020 PAVEMENT MARKING MAINTENANCE with Superior Road Striping, Inc. in the amount not to exceed \$45,000.00.</p>			

**RESOLUTION NO. 2020-55**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT  
with Superior Road Striping, Inc. for  
“2020 Pavement Marking Maintenance”**

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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 Superior Road Striping, Inc. of Melrose Park, Illinois relating to the maintenance of pavement markings on various streets in the City.

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

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 17th day of August, 2020.

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

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

**CONTRACT DOCUMENTS**  
**FOR**  
**2020 PAVEMENT MARKING MAINTENANCE**  
**CITY OF GENEVA, ILLINOIS**

CONTRACTOR'S NAME: SUPERIOR ROAD STRIPING, INC.

STREET ADDRESS: 1980 N. HAWTHORNE AVENUE

CITY: MELROSE PARK STATE: ILLINOIS ZIP: 60160

AUGUST 2020

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## NOTICE TO BIDDERS

### **Time and Place of Opening of Bids**

Complete bids shall be submitted in sealed envelopes with the words "2020 PAVEMENT MARKING MAINTENENCE" clearly marked on them. Bids will be received by the City of Geneva, Illinois until 10:00 AM on July 20, 2020 at the office of the City Administrator, located at 22 South First Street, Geneva, IL 60134, at which time the bids will be publicly opened and read aloud. Proposals submitted after the time specified will be returned to the bidder unopened. Bids that are not complete will not be read out loud after opening and will be returned.

### **Description of Work**

This 2020 PAVEMENT MARKING MAINTENANCE project includes the removal and the replacement of pavement markings (including letters and symbols). Urethane shall be used for all the pavement markings. This work will be done on Bent Tree Drive from Fargo Boulevard to Fabyan Parkway, the adjacent streets and the northeast quadrant of the City. The City of Geneva will provide a map of locations at the preconstruction meeting

### **Instructions**

- 1) Bid packages are available at the preconstruction meeting.
- 2) Contact person and contact information: C. Elton Orozco 630-232-1279  
corozco@geneva.il.us
- 3) Bidders shall submit two (2) complete copies of their Bids.
- 4) All proposals shall be accompanied by a proposal guaranty equaling an amount not less than 5% of the bid amount. This guaranty may be in the form of a Bid Bond or cashier's check to the City of Geneva.
- 5) The City of Geneva, Illinois reserves the right to reject any or all bids and waive technicalities.
- 6) The quantities appearing in the summary of quantities are approximate and are prepared for comparison of bids. Payment to the Contractors will be made only for quantities of work completed & accepted and/or for materials furnished and used according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 7) Submission of a bid is conclusive assurance and warranty that the bidder understands all requirements for the performance of the work. The bidder shall be responsible for all errors and omissions in their bid package including those resulting from failure or neglect to conduct an in-depth examination of the site, the plans and the specifications. In no case will the City be responsible for any cost, expenses, losses or changes in anticipated profits resulting from any errors and omissions.
- 8) The bidder shall not take advantage of any errors or omissions in the bid documents.
- 9) Bidders may withdraw their proposal providing the bidder makes a request to withdraw their proposal in writing or in person no later than the date and before the time of the bid opening.

- 10) All employees and suppliers working on this project shall be paid no less than the prevailing wage determined by the Illinois Department of Labor at the time of the bid opening or as adjusted thereafter.
- 11) Items submitted to the City of Geneva will be subject to the Freedom of Information Act.
- 12) The Contractor and subcontractors shall certify that he/she is not in violation of, nor has been convicted, for a violation of the Illinois Public Construction Act.

## **INSTRUCTIONS TO BIDDERS**

By submitting a bid, the Contractor is affirming that he/she has carefully read and examined all of the contract documents and has 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/her 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 recalculated 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 business days to submit the signed contract documents. After all contract documents and work schedule are received, and the preconstruction meeting is held, a Notice to Proceed will be issued and only then can any site work start. Site work including Mobilization and delivery of materials.

The successful bidders shall submit a contract bond for an amount equaling the contract amount. The guarantor shall be a surety company authorized to do business in the State of Illinois.

Wherever removal is specified in this contract it is understood that cost associated with the disposal of same shall be included.

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

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

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

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

Before the contract is awarded the prospective Contractor may be required, by the City, to furnish additional information that will satisfy them such that the Bidder is adequately prepared to fulfill the contract requirements.

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 the Contractor. The 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 **2020 PAVEMENT MARKING MAINTENANCE** 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 2 business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

**SPECIAL PROVISIONS  
FOR  
CITY OF GENEVA  
2020 PAVEMENT MARKING MAINTENANCE**

These Special Provisions, the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, (hereinafter referred to as the Standard Specifications); the current Supplemental Specifications and Recurring Special Provision, and the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD); and the Supplemental Specifications and Recurring Special Provisions indicated on the check sheet included herein shall also apply. All the above shall govern the construction of this project. If there are any conflicts with the above the most stringent shall apply.

**INCLUDED CONSTRUCTION COSTS**

All costs associated with any work (material, equipment and/or labor) that are not listed as a line item but are germane to the completion of this project or any part thereof, shall be included.

**DESCRIPTION OF IMPROVEMENT**

For all work included in this contract all the materials, labor, equipment, and incidentals shall be included in the cost. The 2020 PAVEMENT MARKING MAINTENANCE project includes the removal and the replacement of pavement markings (including letters and symbols). Urethane shall be used to replace all the pavement markings. This work will be done on Bent Tree Drive from Fargo Boulevard to Fabyan Parkway, the adjacent streets and the northeast quadrant of the City. The City of Geneva will provide a map of locations at the preconstruction meeting.

**CONSTRUCTION SCHEDULE**

The Contractor shall submit a construction schedule in substantial conformance with the projected milestone dates below at the preconstruction meeting but no later than within 48 hours after the preconstruction meeting. No on site work shall be allowed before the work schedule is submitted:

<u>Item</u>	<u>Date</u>	<u>Comment</u>
Bid Opening	July 20, 2020	10:00AM at 22 S. First Street
City Council Award	August 3, 2020	
Notice of Award	August 4, 2020	
Preconstruction Meeting	August 6, 2020	2:00 PM at 1800 South Street
Notice to proceed	August 7, 2020	Tentative
Substantial 95% Completion	September 4, 2020	Restoration & Punch List Remaining
100% Completion	September 11, 2020	All Punch List Items Completed

## **GENERAL**

The City of Geneva has limited funds available to complete this project. Therefore, Contractors are hereby notified that the City of Geneva reserves the right to wave technicalities, delete part(s) of this contract or reject all bids. The aforementioned deletions shall not alter the contract unit prices. The Contractor shall be compensated at the contract unit price for any allowable quantity increase. If there is a change to a line item that is determined by the Engineer to cause the Contractor to not be able to complete the project within the specified timeframe, additional time will be allowed. However, this additional time will only be allowed to complete the additional work, unless the additional work becomes or is a controlling item.

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

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

Typically, all onsite construction activities shall be conducted between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday. However, City Ordinance does allow for longer workdays and working on Saturdays however, the Contractor shall not schedule any work on Saturdays, Sundays and holidays observed in the State of Illinois. During extremely high temperatures the City may allow earlier starts. Any work allowed outside of the above time period above shall be done only by written permission granted by the Engineer. **Any day on which work is not allowed, construction equipment shall NOT be started, cleaned, serviced, removed from or dropped off within the construction limits, the staging area, or on any other street in the City of Geneva.**

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

No compensation will be allowed for any completed work which was not marked for removal, field measured and inspected before completion or approved and accepted by the Engineer.

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

## **CONSTRUCTION LIMITS**

The Contractor shall confine his operations to the construction limits. All damages caused by the Contractor or his Subcontractors outside of the Construction Limits or unnecessary damage within the Construction Limits shall be restored at the Contractor's expense; no additional compensation will be allowed.

## **SAFETY AND PROTECTION**

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

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

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

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person could be the Contractor's superintendent.

## **INTERPRETATION OF BID DOCUMENTS**

Bidders' questions on the intent or meaning of the bid documents shall be in writing submitted to the Engineer. If possible, the Engineer will respond in writing to the questions in the form of an addendum which will be posted on the City's website. Bid holders are advised to check for addendums with the City of Geneva, Public Works Department at 630-232-1501 which is located at 1800 South Street, Geneva, Illinois and the City's website at 24 hours before the bids are submitted. Only questions answered as a transmittal or in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders' questions on the intent or meaning of any part(s) of the bid document received less than 10 days prior to the bid opening date will not be entertained.

## **EXECUTION OF THE CONTRACT**

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

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

## **DEFINITIONS**

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

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

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

### **BIDDER QUALIFICATIONS**

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

### **APPLICATION FOR PAYMENT**

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

Beginning with the second application for payment, the Contractor shall submit partial waivers of lien from all Subcontractors, and suppliers for all materials in the amount of the sum total of the first payment. Each subsequent pay request shall include a partial waiver of lien for the combined total of the previous pay requests. When the request for final payment is submitted, final waivers of lien shall be supplied by the Contractor for himself / herself, each Subcontractor, and all suppliers of materials or services under this contract. The Contractor shall also furnish an affidavit stating that all waivers submitted are the total amount of waivers required to be submitted. Applications for payment will NOT be processed unless the required waivers of lien are supplied. Failure of the Contractor to submit correct waivers of lien at the required time may cause a delay of payment.

If the Contractor does not complete the work as specified, or does not pay for damages to private property or outstanding fines levied, the City reserves the right to discount, withhold a part of or the whole final payment or use the contract bond to complete the work.

In the event that the Contractor for failure to conform to the requirements of these Special Provisions and/or any other mandates by this or other governmental agencies, the City reserves the right to deduct such fines from the payout amount due the Contractor.

### **MATERIAL CERTIFICATION**

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

### **CONSTRUCTION SCHEDULE**

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

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

If a road or any part of a road needs to be closed to vehicular traffic for non-emergency work the Engineer and emergency services must be notified no less than 48 hours in advance. An earnest effort shall be made to reopen the roadway to vehicular traffic as soon as possible. The Contractor shall furnish, erect, remove, and maintain all construction signs, barricades and other traffic control devices. TCP includes certified Flagger to control the flow of traffic when needed. All flaggers in non-emergency situations shall be certified. If the Contractor decides to utilize Flagger in emergency situations who are not certified, they shall be replaced by certified Flagger as soon as possible. The safety of the general public is paramount. All means necessary to ensure their safety and the safety of the workers shall be employed.

### **MAINTENANCE & CLEANING OF ROADWAY DURING CONSTRUCTION**

Beginning on the date the Contractor delivers equipment on site to start working on this project; he shall assume responsibility for the normal maintenance of the existing RIGHT-OF-WAY within the allowed limits of the construction activity. The limits include the staging area and/or any adjacent streets used to park, load, or unload construction equipment. This normal maintenance shall also include repair work deemed necessary by the Engineer because of any damage caused by the Contractor's activities or the movement of his equipment. All roadways used by the Contractor shall also be maintained clean. Residual material shall be blown or swept to the curb.

When necessary the Contractor shall sweep and clean the roadway and maintain it to the satisfaction of the Engineer during the construction process.

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

### **FLOW OF TRAFFIC**

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

### **PROTECTION OF PUBLIC & PRIVATE PROPERTY**

The Contractor shall exercise reasonable care to protect all existing features in the public RIGHT-OF-WAY that will remain in place including landscaping, fences, sprinkler systems, drain lines, power lines, and any other public or private property.

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

**PROPOSAL**

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

Proposal is submitted in duplicate by SUPERIOR ROAD STRIPING, INC

---

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform 2020 PAVEMENT MARKING MAINTENANCE 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 2020 PAVEMENT MARKING MAINTENANCE 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 Superior Road Striping Inc.

Signed By President Joan Yacid

Business Address 1980 N. Hawthorne Ave  
Melrose Park IL 60160

Insert Names of Officers:

President Joan Yacid

Secretary Joan Yacid

Treasurer Joseph Yacid

Attest By Secretary: Joan Yacid

**SCHEDULE OF PRICES: 2020 PAVEMENT MARKING  
MAINTENANCE**

<b>NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED CONTRACT QUANTITY</b>	<b>ESTIMATED UNIT PRICE</b>	<b>ESTIMATED COST</b>
1	PAVEMENT MARKING REMOVAL	SQ FT	10,034.00	\$ 0.75	\$ 7,525.50
2	URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1,541.30	\$ 5.50	\$ 8,477.15
3	URETHANE PAVEMENT MARKING - LINE 4 INCH	FOOT	21,525.00	\$ 0.55	\$ 11,838.75
4	URETHANE PAVEMENT MARKING - LINE 6 INCH	FOOT	2,500.00	\$ 1.10	\$ 2,750.00
5	URETHANE PAVEMENT MARKING - LINE 12 INCH	FOOT	1,600.00	\$ 3.00	\$ 4,800.00
6	URETHANE PAVEMENT MARKING - LINE 24 INCH	FOOT	600.00	\$ 5.50	\$3,300.00
	<b>GRAND TOTAL</b>				<b>\$ 38,691.40</b>

AFFIDAVIT OF EXPERIENCE

STATE OF IL )  
COUNTY OF COOK )SS

Joseph YARD being duly sworn, that he is  
V. President of Superior Road Striping 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:

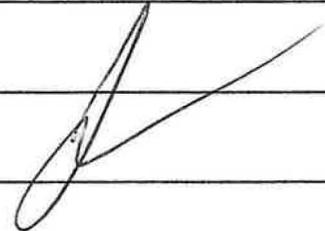
<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>DuPage County</u>	<u>Pavement Marking</u>	<u>459,000.00</u>
<u>MUNC</u>	<u>Pavement Marking</u>	<u>539,000.00</u>

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

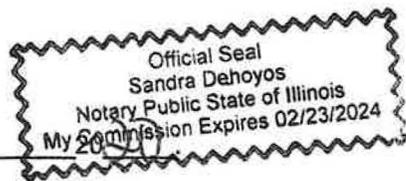
<u>Machine</u>	<u>Year Built</u>	<u>Machine</u>	<u>Year Built</u>
<u>Peterbilt</u>	<u>2018</u>		

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

All Aspects of Road Striping, Owner & V.P.  
Engineer or Owner

Signature: \_\_\_\_\_  


Subscribed and sworn to before me this 15 day of July



Sandra Dehoyos  
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

2020 PAVEMENT MARKING MAINTENANCE, 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, weather 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.

JOAN YARD

NAME

SUPERIOR ROAD STRIPING INC.

COMPANY

7-15-2020

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

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

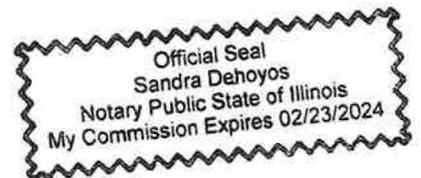
Supernov Road Striping Inc  
CONTRACTOR'S NAME

BY: Frank Younis President  
(TITLE)

Subscribed and sworn before me this 15

Day of July, 2020

Sandra Dehoyos  
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.

JOAN YARD  
NAME

Supanov ROAD STRIPING PC  
COMPANY

7-15-2020  
DATE

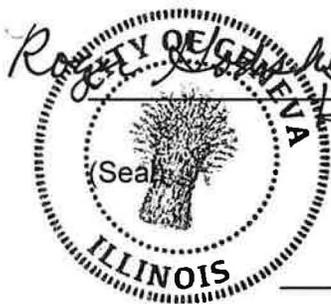


**CONTRACT:**

- 1) THIS AGREEMENT, made and concluded the 17<sup>th</sup> day of AUGUST, 2020 between the CITY of GENEVA, ILLINOIS acting by and through its MAYOR and CITY COUNCIL known as the party of the first part, and SUPERIOR ROAD STRIPING, INC. acting by and through his/there executors, administrators, successors or assigns, known as the party of the second part.
- 2) In consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in a workman like manner and in accordance with the plans and specifications, and in full compliance with all the terms of this agreement.
- 3) It is also understood and agreed that the Plans, Notice to Bidders, Instructions to Bidders, Special Provisions, Proposal, Schedule of Prices, and Contract Bond, Affidavits and Certifications and Addendum hereto attached for the 2020 PAVEMENT MARKING MAINTENENCE in the CITY of GENEVA, ILLINOIS, are essential documents to this contract and are a part hereof.
- 4) IN WITNESS WHEREOF, The above parties have executed these present on the date above.

Attest:

The City of GENEVA, ILLINOIS



*Rosemarie Resan, by Jeanne Forsan*  
Deputy Clerk

by *Stephanie K*  
CITY ADMINISTRATOR

Attest:

Corporation Name: SUPERIOR ROAD STRIPING, INC.

*Paul You*  
Secretary

*Paul You*  
President Party of the Second Part

(Seal)