



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2020 PAVEMENT MAINTENANCE		
Presenter & Title:	Brian L. Schiber, P.E. Assistant Director of Public Works/City Engineer		
Date:	September 16, 2020		
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: \$ 300,000.00		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>Six (6) bids were received for the 2020 PAVEMENT MAINTENANCE. The low bid of \$118,000.00 was submitted by Chicagoland Paving Contractors Inc. This Contractor has not done business with the COG before, but based on their references the paving work they did for other agencies has been acceptable and up to par.</p> <p>Due to favorable unit prices received staff request that Council allows additional patching and resurfacing, not to exceed budgeted amount. The Contractor communicated to staff that his current workload allows for an increase in contract quantities at the bid prices. Staff has currently identified three additional locations to add: Resurface N-S alley between Hamilton St. and State St. W of 3rd St.; Resurface N end of Kautz Rd. N of Geneva Dr to Corporate Limit; Patching on Briar Ln.; Oak St. to Valley Ln.</p>			
Attachments: (please list)			
<ul style="list-style-type: none"> • Resolution • Tabulation of Bids • Map of Locations 			
Voting Requirements:			
<p>This motion requires <u>6</u> affirmative votes for passage.</p> <p>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.</p>			
Recommendation / Suggested Action: (how item should be listed on agenda)			
<p>Recommend the award of the contract for the 2020 PAVEMENT MAINTENANCE at the scheduled Council meeting on October 5th, to Chicagoland Paving Contractors Inc. of Lake Zurich, Illinois, not to exceed \$300,000.00.</p>			

RESOLUTION NO. 2020-74

**RESOLUTION AUTHORIZING EXECUTION OF
Contract with Chicagoland Paving Contractors Inc. for the 2020 PAVEMENT
MAINTENANCE**

**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 Chicagoland Paving Contractors Inc, relating to pavement patching and the resurfacing of various City Streets in the City of Geneva, IL for the amount not to exceed \$300,000.00.

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 5th day of October, 2020

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

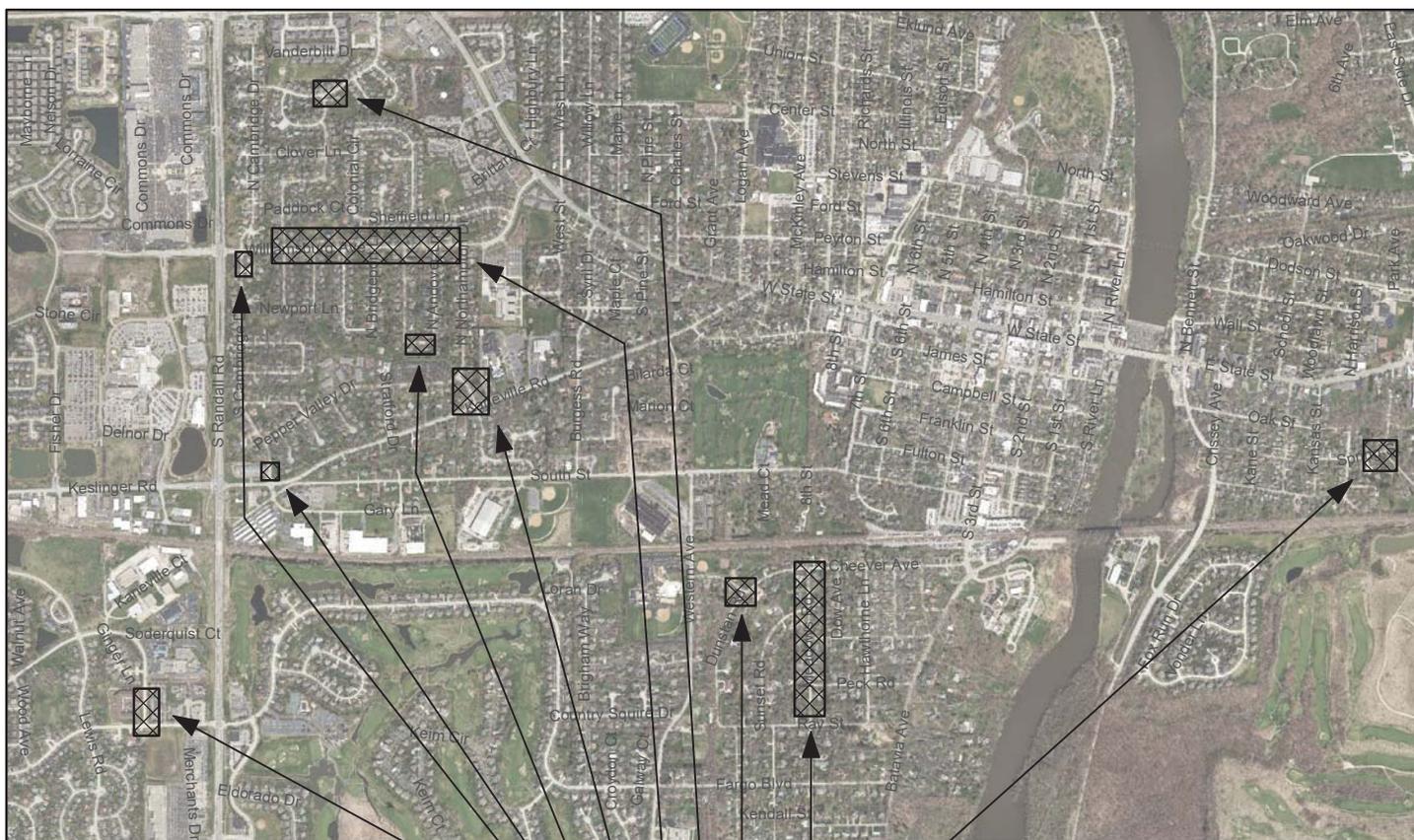
Approved by me this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

2020 Pavement Maintenance Geneva, IL August 2020



Project Locations

Legend

 Project Area (Sq. Yds.)



2020 PAVEMENT MAINTENANCE
BID TABULATION

September 14, 2020

ITEM	DESCRIPTION	UNIT	QTY	ENGINEERS ESTIMATE		Chicagoland Paving Contractors, Inc. 225 Tesler Rd Lake Zurich, IL 60047		Schroeder Asphalt Services, Inc. PO Box 831 Huntley, IL 60142		J. A. Johnson Paving Co. 1025 E Addison Court Arlington Heights, IL 60005		Geneva Construction Co, Aurora IL Ph 630-892-4357, FX 630-892-7738		Brothers Asphalt Paving, Inc. 315 S Stewart Ave Addison, IL 60101		Builders Paving LLC, Hillside IL 4413 Roosevelt Rd Suite 108 Hillside, IL 60162	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	AGGREGATE BASE REPAIR, 12 INCH	SQ YD	50.00	\$ 100.00	\$ 5,000.00	\$ 20.00	\$ 1,000.00	\$ 30.00	\$ 1,500.00	\$ 75.00	\$ 3,750.00	\$ 40.00	\$ 2,000.00	\$ 70.00	\$ 3,500.00	\$ 20.00	\$ 1,000.00
2	BITUMINOUS MATERIAL (PRIME COAT)	GAL	1,390.30	\$ 4.00	\$ 5,561.20	\$ 0.01	\$ 13.90	\$ 0.01	\$ 13.90	\$ 0.01	\$ 13.90	\$ 3.50	\$ 4,866.05	\$ 1.20	\$ 1,668.36	\$ 0.10	\$ 139.03
3	AGGREGATE (PRIME COAT)	TON	8.34	\$ 6.00	\$ 50.04	\$ 0.01	\$ 0.08	\$ 1.00	\$ 8.34	\$ 1.00	\$ 8.34	\$ 31.00	\$ 258.54	\$ 20.00	\$ 166.80	\$ 1.00	\$ 8.34
4	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.50mm, N50	TON	544.99	\$ 117.70	\$ 64,145.32	\$ 85.00	\$ 46,324.15	\$ 82.00	\$ 44,689.18	\$ 81.00	\$ 44,144.19	\$ 76.00	\$ 41,419.24	\$ 90.00	\$ 49,049.10	\$ 77.00	\$ 41,964.23
5	HOT-MIX ASPHALT SURFACE REMOVAL, 2.00 INCH	SQ YD	5,561.20	\$ 6.00	\$ 33,367.20	\$ 2.00	\$ 11,122.40	\$ 2.00	\$ 11,122.40	\$ 2.90	\$ 16,127.48	\$ 3.10	\$ 17,239.72	\$ 2.00	\$ 11,122.40	\$ 3.75	\$ 20,854.50
6	CLASS D PAVEMENT PATCHING, 2 INCH	SQ YD	2,127.50	\$ 65.00	\$ 138,287.50	\$ 20.00	\$ 42,550.00	\$ 19.25	\$ 40,954.38	\$ 18.50	\$ 39,358.75	\$ 22.00	\$ 46,805.00	\$ 20.00	\$ 42,550.00	\$ 24.00	\$ 51,060.00
7	GROUT REMOVAL AND REPLACEMENT	EACH	4.00	\$ 350.00	\$ 1,400.00	\$ 200.00	\$ 800.00	\$ 250.00	\$ 1,000.00	\$ 400.00	\$ 1,600.00	\$ 250.00	\$ 1,000.00	\$ 330.00	\$ 1,320.00	\$ 250.00	\$ 1,000.00
8	BRICK PAVER, STONE AND MASONRY REMOVAL AND REPLACEMENT	SQ FT	72.00	\$ 60.00	\$ 4,320.00	\$ 25.00	\$ 1,800.00	\$ 27.00	\$ 1,944.00	\$ 20.00	\$ 1,440.00	\$ 13.00	\$ 936.00	\$ 27.50	\$ 1,980.00	\$ 12.00	\$ 864.00
9	CURB REMOVAL AND REPLACEMENT	FOOT	66.00	\$ 50.00	\$ 3,300.00	\$ 55.00	\$ 3,630.00	\$ 110.00	\$ 7,260.00	\$ 105.00	\$ 6,930.00	\$ 63.00	\$ 4,158.00	\$ 110.00	\$ 7,260.00	\$ 105.00	\$ 6,930.00
10	URETHANE PAVEMENT MARKING - LINE 4 INCH	FOOT	2,059.00	\$ 1.50	\$ 3,088.50	\$ 2.00	\$ 4,118.00	\$ 2.75	\$ 5,662.25	\$ 1.75	\$ 3,603.25	\$ 2.20	\$ 4,529.80	\$ 1.92	\$ 3,953.28	\$ 1.75	\$ 3,603.25
11	URETHANE PAVEMENT MARKING - LINE 6 INCH	FOOT	186.00	\$ 2.00	\$ 372.00	\$ 2.85	\$ 530.10	\$ 3.25	\$ 604.50	\$ 2.50	\$ 465.00	\$ 3.00	\$ 558.00	\$ 2.75	\$ 511.50	\$ 2.50	\$ 465.00
12	URETHANE PAVEMENT MARKING - LINE 12 INCH	FOOT	258.00	\$ 4.00	\$ 1,032.00	\$ 5.65	\$ 1,457.70	\$ 6.50	\$ 1,677.00	\$ 5.00	\$ 1,290.00	\$ 4.00	\$ 1,032.00	\$ 5.50	\$ 1,419.00	\$ 5.00	\$ 1,290.00
13	URETHANE PAVEMENT MARKING - LINE 24 INCH	FOOT	23.00	\$ 8.00	\$ 184.00	\$ 11.50	\$ 264.50	\$ 13.20	\$ 303.60	\$ 10.00	\$ 230.00	\$ 7.00	\$ 161.00	\$ 10.50	\$ 241.50	\$ 10.00	\$ 230.00
14	TRAFFIC CONTROL AND PROTECTION	L.SUM	1.00	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00	\$ 6,000.00	\$ 6,000.00	\$ 4,250.00	\$ 4,250.00	\$ 6,600.00	\$ 6,600.00	\$ 6,000.00	\$ 6,000.00
15	PARKWAY RESTORATION	SQ YD	22.33	\$ 40.00	\$ 893.20	\$ 20.00	\$ 446.60	\$ 70.00	\$ 1,563.10	\$ 55.00	\$ 1,228.15	\$ 40.00	\$ 893.20	\$ 110.00	\$ 2,456.30	\$ 40.00	\$ 893.20
16	MOBILIZATION	L.SUM	1.00	\$ 15,000.00	\$ 15,000.00	\$ 2,942.56	\$ 2,942.56	\$ 4,400.00	\$ 4,400.00	\$ 4,510.94	\$ 4,510.94	\$ 1,500.00	\$ 1,500.00	\$ 1,370.00	\$ 1,370.00	\$ 7,141.45	\$ 7,141.45
TOTALS					\$ 284,000.96		\$ 118,000.00		\$ 123,052.65		\$ 130,700.00		\$ 131,606.55		\$ 135,168.24		\$ 143,443.00

CONTRACT DOCUMENTS
FOR
2020 PAVEMENT MAINTENANCE
CITY OF GENEVA, ILLINOIS

CONTRACTOR'S NAME: CHICAGOLAND PAVING CONTRACTORS, INC.

STREET ADDRESS: 225 TELSER ROAD

CITY: LAKE ZURICH STATE: ILLINOIS ZIP: 60047

OCTOBER 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 Maintenance" clearly marked on them. Bids will be received by the City of Geneva, Illinois until **10:00 a.m. on Monday; September 14, 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

The 2020 Pavement Maintenance includes HMA pavement patching at various locations, the resurfacing of Meadows Road from Cheever Avenue to Ray Street and some Curb removal & replacement. The parkway will be restored with topsoil, seed and mulch.

Bidders Instructions

- 1) The bid package for this project is only available on the City's web site at <http://www.geneva.il.us/bids.aspx>. The contact person will be C. Elton Orozco 630-232-1279.
- 2) **Bidders shall submit two (2) complete copies of their Bids.**
- 3) 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.
- 4) The City of Geneva, Illinois reserves the right to reject any or all bids and waive technicalities.
- 5) 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.
- 6) Submission of a bid is conclusive assurance and warranty that the bidder has examined the plans, specifications and 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.
- 7) The bidder shall not take advantage of any errors or omissions in the bid documents.

City of Geneva
2020 Pavement Maintenance

- 8) 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.
- 9) 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.
- 10) 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 the site and is aware of the requirements necessary to complete more than 50% of the work with his/her own forces and as otherwise listed in this contract. The Contractor shall comply with all applicable laws.

All Bidders shall submit a five (5%) percent bid bond, and the successful Bidder shall submit a contract bond for the full amount (100%) of his bid. In both cases the guarantor shall be a surety company authorized to do business in the State of Illinois. A cashier's check made out to the City of Geneva, Illinois for the amounts above may be submitted in lieu of the bonds.

The Bidder shall list the unit price for each line item, the total cost for each line item and the total bid amount. If there is any discrepancy, the overall cost will be recalculated using the unit prices submitted. The Bidder shall be responsible for all errors and/or omissions in his submittal.

Only complete proposals which are made out upon the supplied proposal forms will be considered. The proposal forms shall not be separated from the complete set of documents.

Wherever removal is specified or implied in these bid documents, it is understood that the disposal of same is included in the unit price.

Bidders in doubt as to the true meaning of any part of the contract documents shall submit to the Engineer a written request for an interpretation thereof. The Engineer will give an interpretation of the matter in question by issuing an "Addenda" and sending same to each person receiving a set of the bid documents. Interpretations requested less than 72 hours before the scheduled bid opening does not allow enough time for a written response and will not be responded to. All Addenda will be posted on the City's website no less than 24 hours before the opening of the bid. It is the responsibility of the bidders to check for addendums to include them with their submittals.

After the contract has been awarded by the City Council, the Contractor shall receive a Notice of Award. After the award, the Contractor shall then have a maximum of 15 business days to submit the necessary documentation, the Contractor may be required by the City, to furnish any or all of the following information:

- a. Performance record
- b. Information about plant or permanent place of business
- c. An itemized list of equipment
- d. Financial statement
- e. Other information showing the ability to complete the 2020 Pavement Maintenance

A Notice to Proceed will be issued when the Contractor has submitted all the necessary documentation. No site work shall begin before the Notice to Proceed is issued.

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Bids and Contracts shall be signed by the Contractor, partners in a Partnership, or the president of the Corporation making the submission. A proxy having Power of Attorney who can show proof that they are duly authorized to sign on the behalf of the entity making the submission may also sign the documents on their behalf. In the case of a corporation bids shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

The City does not guarantee the existence, non-existence, or locations of any structures, nor the character of any sub-surface material which may be shown on the plans. The inclusion of such structures or materials is based on the best data available. The City has completed soil testing bidders are allowed to review the results of this testing.

The unit prices submitted by the Contractor shall be guaranteed for more than 90 days after the bid opening.

**SPECIAL PROVISIONS
FOR
CITY OF GENEVA
2020 Pavement 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); the current edition of the Standard Specifications for Water and Sewer Construction in Illinois, and the "Manual of Test Procedures of Material" in effect on the date of invitation for bids; and the Supplemental Specifications and Recurring Special Provisions indicated on the check sheet included herein. 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, in accordance with current codes & industry standards and practices, shall be included in the bid price.

DESCRIPTION OF IMPROVEMENT

The 2020 Pavement Maintenance includes pavement patching and the resurfacing of Meadows Road and S. Northampton Drive. The improvements also include some pavement marking, Curb removal & replacement, parkway restoration with topsoil, seed and mulch.

On Meadows Road and S. Northampton Drive 2.00 inches of the existing HMA pavement will be removed and replaced with 2.00 inch of Surface Course. See the attached maps for the limits.

The pavement patching shall be removed 2.00 inches of removal and replacement. Please see the pavement patching map that is attached.

After the pavement is removed the Engineer shall determine if AGGREGATE BASE REPAIR, 12 INCHES will be needed. Some locations may be marked for undercutting. The areas marked for undercutting will be removed to a minimum depth of 12 inches.

The Contractor will schedule his work such that sufficient cure time will be allowed.

CONSTRUCTION SCHEDULE

The Contractor shall submit a construction schedule at the preconstruction meeting in substantial conformance with the projected milestone dates listed below but no later than within 48 hours after the

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pre-construction meeting. No on-site work (including the staging of any equipment or materials on the site) shall be allowed before the Notice to Proceed is issued:

<u>Item</u>	<u>Date</u>
Bid Opening	September 14, 2020 @ 10:00 AM; City Hall
City Council Award	October 5, 2020
Notice of Award	October 6, 2020
Preconstruction Meeting: 11:00 AM	October 8, 2020
Notice to Proceed	October 12, 2020 (Tentative)
Substantial Completion	November 13, 2020
Phase 100 % Completion	November 20, 2020

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

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

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 waive 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 and this change was determined to cause a delay such that the Contractor is not able to complete the work within the time specified in this contract, additional time will be allowed by the Engineer. However, this additional time will only be allowed to complete the additional work, unless the additional work becomes or is a controlling item.

If there is a change in construction schedule by the City, please be advised that the unit prices submitted by bidders will be binding for no less than 90 days.

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

Should the Contractor fail to meet any of the completion deadlines listed above or as they have been revised, the Contractor shall be liable to the City of Geneva, and liquidated damages will be assessed according to Section 108.09 of the Standard Specifications for each calendar day of overrun. Substantial completion for the purpose of this contract is defined as completion up to the point that the value of the

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remaining work does not exceed 5% of the contract.

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

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

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

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

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

If requested the Contractor will be given three (3) copies of the plans and specifications if requested.

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

allowable percentage in the Standard Specifications unless designated otherwise in the contract documents.

All saw cutting to separate that portion to be removed from that which shall remain, will not be paid for separately, and shall be included in the unit price of the item that is being removed and/or replaced.

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

PREVAILING WAGE REQUIREMENTS

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

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

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

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

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

FREEDOM OF INFORMATION ACT

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

CONSTRUCTION LIMITS

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

SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety regulations as they pertain to this project, including the safety of, and the prevention of damage, injury or loss to:

1. All employees working on the site, the public, other persons and organizations;
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; 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. His or her name and contact information shall be submitted in writing by the Contractor to the Owner.

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

RESTORATION LIMITS

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

BASE CLEANING

Prior to applying the bituminous prime coat and/or paving, the existing base shall be mechanically swept cleaned of all dust, dirt, weeds, and other harmful materials to the satisfaction of the Engineer.

All loose HMA remaining from the pavement removal or the paving of the roadway shall be removed to the satisfaction of the Engineer. This work is considered to be included in the unit prices submitted.

DELIVERY OF PROPOSALS

On or before the bid opening date and time specified in the Notice to Bidders, sealed bids shall be received at the City Administrator's office located in City Hall at 22 South First Street, Geneva, Illinois 60134-2547. Bids that are not received on time and in the specified format will not be accepted.

INTERPRETATION OF BID DOCUMENTS

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

EXECUTION OF THE CONTRACT

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

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

DEFINITIONS

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

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

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

BIDDER QUALIFICATIONS AND REQUIREMENTS

Construction companies with pre-qualifications by Illinois Department of Transportation for a work-rating limit of more than the quantities listed in his proposal (with no restrictions) who also can complete more than 50% of the work with their own forces will be eligible for bidding as the Contractor.

The two apparent low bidders will be required to file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate. All uncompleted contracts awarded to them, low bids pending award for Federal, State, County, Municipal, and private work shall be listed on this affidavit. A copy of this affidavit when completed may be sent electronically, but an original shall be mailed to the City of Geneva, Public Works Department, 1800 South Street, Geneva, Illinois 60134-2547 immediately thereafter.

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.

City of Geneva
2020 Pavement Maintenance

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

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

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

MATERIAL CERTIFICATION

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

CONSTRUCTION SCHEDULE

At the preconstruction conference, the Contractor shall submit, a written and detailed construction schedule. He/she shall list starting and completion dates, location of off-site disposal site and location of equipment and material storage. 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. Changes to the work schedule of more than two weeks will require the Contractor to submit a revised work schedule.

If an exact start date is not set at the preconstruction meeting, the Contractor shall submit one to the Engineer no more than 72 hours after the preconstruction meeting and prior to the start of any site work.

The Contractor shall schedule the removal and replacement of curb before the existing HMA Surface Course removal starts.

If a road or any part of a road needs to be closed to vehicular traffic for non-emergency work the Engineer and emergency services must be notified no less than 48 hours in advance. An earnest effort shall be made to reopen the roadway to vehicular traffic as soon as possible. The Contractor, as part of the TRAFFIC CONTROL AND PROTECTION (TCP) item, shall include the cost to furnish, erect, remove, and maintain all construction signs, barricades and other traffic control devices. TCP also includes certified Flaggers to control the flow of traffic when needed. All flaggers in non-emergency situations shall be certified. Flaggers in emergency situations who are not certified shall be replaced by certified

Bid Title:	Pavement Maintenance
Category:	Requests For Bids and Proposals
Status:	Open

Description:

The 2020 pavement maintenance program includes HMA pavement patching at various locations, the resurfacing of Meadows Road from Cheever Avenue to Ray Street, and some curb removal & replacement. The parkway will be restored with topsoil, seed and mulch. See related documents for full details.

Publication Date/Time:

8/25/2020 4:00 PM

Closing Date/Time:

9/14/2020 10:00 AM

Contact Person:

Elton Orozco

Civil Engineer

Geneva Public Works Department

Ph: 630-232-1279

corozco@geneva.il.us

Related Documents:

[2020 Pavement Maintenance Bid](#)

[Return To Main Bid Postings Page](#)

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Chicagoland Paving Contractors Inc.

225 Telser Rd
Lake Zurich, IL 60047-1582

OWNER:

(Name, legal status and address)

City of Geneva
22 S 1st St
Geneva, IL 60134-2203

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2020 Pavement Maintenance

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this 4 day of September , 2020


(Witness)


(Witness)

Chicagoland Paving Contractors Inc.

(Contractor as Principal) (Seal)

 V.P.
(Title) William R. Bowes

West Bend Mutual Insurance Company

(Surety) (Seal)


(Title) PAUL F PRAXMARER , Attorney-In-Fact

Int.



THE SILVER LINING®

Bond No. 2445251

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Ten Million Dollars (\$10,000,000)**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to 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.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 4th day of September, 2020



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

2020 Pavement Maintenance Geneva, IL August 2020



Project Locations

Legend

 Project Area (Sq. Yds.)





Soderquist Ct

Ginger Ln

Kaneville Rd

54.8

448.4

Fargo Blvd

Randall Ct

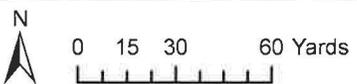
Pioneer Ct

Prairie Ct

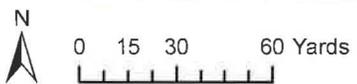
Marchante Ct

Lewis Rd

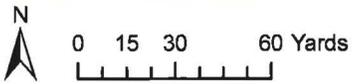
Lewis Rd



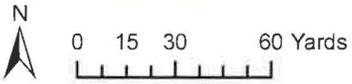
2020 Pavement Maintenance



2020 Pavement Maintenance



2020 Pavement Maintenance

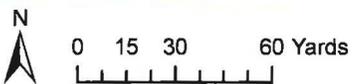


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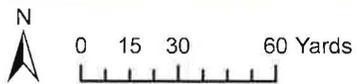


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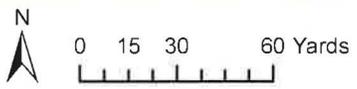
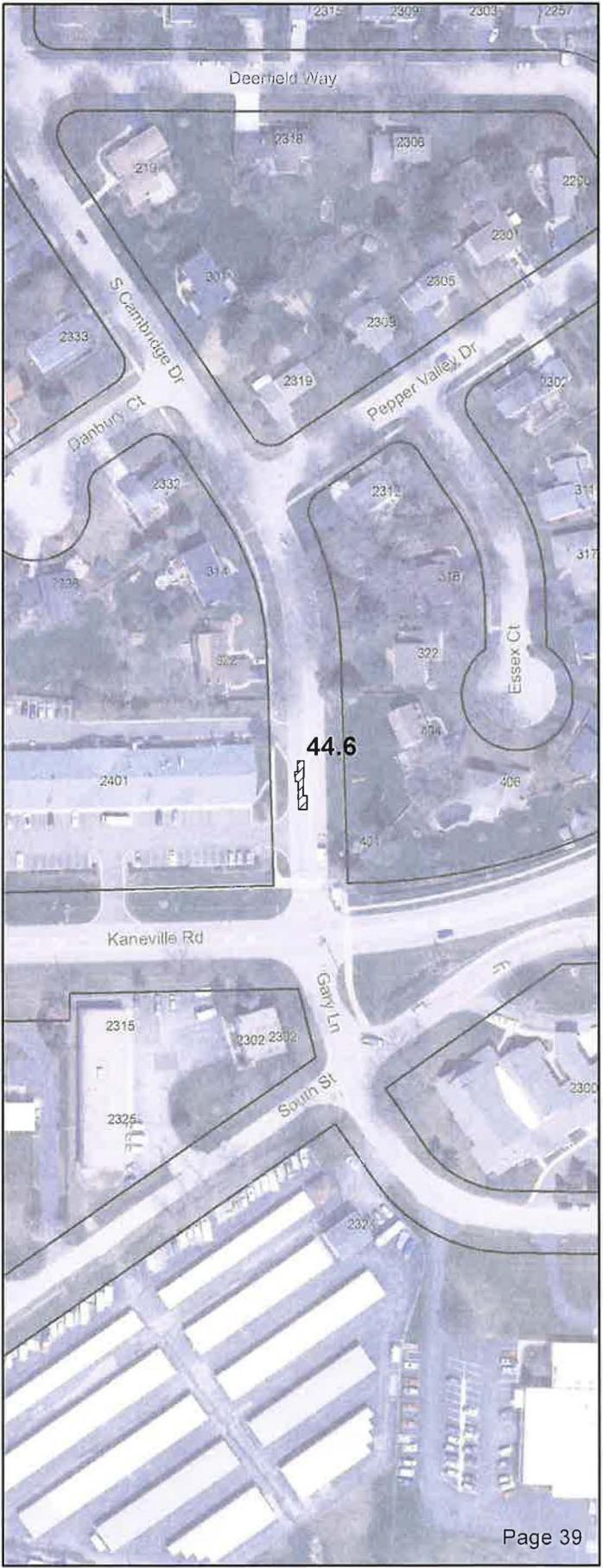
Normandy



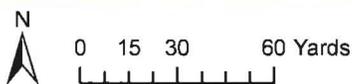
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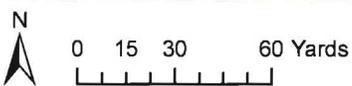


2020 Pavement Maintenance
Meadows Rd. Resurfacing



2020 Pavement Maintenance





2020 Pavement Maintenance





CONTRACT:

- 1) THIS AGREEMENT, made and concluded the 5TH day of SEPTEMBER, 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 CHICAGOLAND PAVING CONTRACTORS, 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 MAINTENANCE 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:

Juanita

 _____, Deputy Clerk

The City of GENEVA, ILLINOIS

by *Stephanette*

 CITY ADMINISTRATOR

Attest:

Corporation Name: CHICAGOLAND PAVING CONTRACTORS, INC.

Jucik
 _____ Secretary

William R. Bowes

 Vice President Party of the Second Part

(Seal)

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Office@chicagolandpaving.com

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: 
Kevin Meartz, President

CONTRACT BOND

LET IT BE KNOWN TO ALL, that we CHICAGOLAND PAVING CONTRACTORS, 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 West Bend Mutual Insurance Company, a corporation and existing under the laws of the State of Wisconsin, with authority to do business in the State of Illinois, as SURETY, are held and firmly bound unto the City of Geneva, Illinois in the penal sum of ONE HUNDRED EIGHTEEN THOUSAND, - 00/100 Dollars (\$ 118,000.00), lawful money of the United States, well and truly to be paid unto City of Geneva, State of Illinois, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay the City of Geneva, State of Illinois this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the 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 2020 PAVEMENT MAINTENANCE 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 8th day of October A.D. 2020

PRINCIPAL

CHICAGOLAND PAVING CONTRACTORS, INC.

(Company Name)

By: [Signature] v.p.
(Signature) (Title)

Attest: Chris Keller witness
(Signature) (Title)

State of IL

County of Cook

I, Elie Heidegger, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Chris Keller + William R. Bowes to me personally known to be
(Insert names of individuals signing on behalf of PRINCIPAL)

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

Given under my hand and Notarial seal this 9 day of Oct A.D. 2020.

My commission expires 11/5/22 [Signature]
Notary Public

SURETY

West Bend Mutual Insurance Company By: [Signature]
(Name of Surety) (Signature of Attorney-in-Fact) Paul F. Praxmarer

State of Illinois

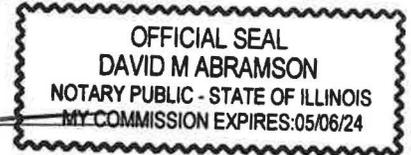
County of McHenry

I, David M. Abramson, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Paul F. Praxmarer, 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 West Bend Mutual Insurance Company appeared before me this day in person and acknowledge that they signed the name of Paul F. Praxmarer 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 October A.D. 2020.

My commission expires May 6, 2024 [Signature]
Notary Public



Approved this 15th day of October, A.D. 2020

Attest: [Signature]
Deputy, Clerk

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



THE SILVER LINING®

Bond No. 2447666

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Ten Million Dollars (\$10,000,000)**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8th day of October, 2020



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

City of Geneva
2020 Pavement Maintenance

Flaggers as soon as possible. At the pre-construction meeting the Contractor shall supply the City with a current list of names of their employees who have been certified as Flaggers who will be working on this project. All means necessary to ensure public and employees' safety shall be employed.

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

Any road or section of road that is open to vehicular traffic shall also provide access to the driveways except when PCC is being poured through the driveway. FORM BOARDS FOR PCC POURS WITHIN DRIVEWAYS SHALL NOT BE PLACED MORE THAN TWENTY-FOUR (24) HOURS PRIOR TO THE POUR. If the time between PCC removal and replacement within the driveway or walk way will be more than 24 hours the Contractor will be required to place planks or stone to allow access. After the PCC in the driveway is poured, access shall not be given to vehicular traffic for a minimum of 72 hours.

The Engineer shall provide a written punch list to the Contractor when the project is 95% complete.

WORK SUSPENSION

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

MAINTENANCE & CLEANING OF ROADWAY DURING CONSTRUCTION

Beginning on the date the Contractor takes delivery of material and/or equipment on site, he/she shall assume responsibility for the normal maintenance of the ROW.

The Contractor shall be responsible to sweep and clean the roadway to the satisfaction of the Engineer during the construction process. Surplus material shall be stock piled or stored at the designated staging area or at a site allowed by the Engineer but shall not be left on the street indefinitely. If the streets are not kept free of construction debris, the Engineer may direct the Contractor to stop all other work and clean the street(s).

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 included; 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 to the owners' satisfaction before the final payment is released.

PAVING ACTIVITY

Prior to placing the HMA Surface Course, the entire road surface shall be swept with a mechanical sweeper meeting current standards. Any residual deleterious material shall be removed with a shovel

City of Geneva
2020 Pavement Maintenance

before it is primed. Before applying Prime Coat, the Engineer shall be notified and allowed time to inspect it. If in the opinion of Engineer the roadway is not sufficiently cleaned the Contractor shall wash down the roadway and allowed to dry before the Prime Coat is applied. No additional compensation shall be allowed for the cleaning of the roadway or the disposal of the material from the sweeper. The City will supply the water to wash the roadway down if necessary.

Along the centerline of the roadway, hand working of the asphalt with a rake, lute, or other hand tools shall be kept to a bare minimum. The asphalt along the centerline and edges shall not be spread or pushed on top of or over the fresh mat but shall be placed in such a manner that on the second pass enough material is placed along the longitudinal joint to properly close it.

RESTRICTED STREET USE

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

NOTIFICATIONS

The Contractor shall not close any portion of any street to vehicular and/or foot traffic prior to notification and consent of the Engineer. If the street will be closed to vehicular traffic, the emergency dispatch (630-232-4739) shall also be notified. In non-emergency situations this notice shall be sent at least twenty-four (24) hours in advance. In cases of emergency the Contractor shall immediately notify emergency dispatch and then the Engineer.

In cases where an elderly or physically challenged person needs access, the Contractor shall allow ingress and egress within a reasonable distance and shall maintain this access or facilitate the residents' ingress and egress as needed or as is possible. If it is practical and will minimize the time an elderly or physically challenged resident will not have access, the Contractor shall pour their driveway, sidewalk and/or curb in two pours. The other option would be to pour it before other driveways. The cost to comply with the terms of this requirement shall be included in the cost of the contract.

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 typically will not stop and the streets will not be closed unless approved otherwise by the Engineer.

USE OF CITY WATER

The Contractor will be permitted use of City water for this project at no charge from hydrants designated by the Engineer or from hydrants at the waste water treatment plant or at a hydrant at Public Works.

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When water use is allowed from designated hydrants, the water shall be metered. The Contractor can obtain a hydrant meter from the City of Geneva's Public Works Department. Use of a water hose larger than two (2") inches shall ONLY be connected onto hydrants at the public works facility at 1800 South Street. This water can then be trucked to the location where it will be used. The Contractor may be allowed up to a two (2") inch water hose on most hydrants in town. The following deposit is required for all meters obtained through the City: \$1,000.00 for a two (2) inch or larger water meter and \$200.00 for meters smaller than two (2) inch. After the project is completed, the Contractor will return the meter to the City of Geneva Department of Public Works, and the deposit will be returned. During periods of drought or high demand for potable water, or as the Engineer deems necessary, the Contractor may be directed to only use Gray Water from the wastewater treatment plant. If the Contractor is directed to use gray water from the waste water treatment plant, he will need to truck the water to the construction site. The Contractor may choose to use gray water for the entire project. All costs associated with this shall be included in the total cost of the contract. No additional compensation shall be allowed.

MAILBOXES AND STREET SIGNS

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

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

PROTECTION OF PUBLIC & PRIVATE PROPERTY

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

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

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

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

EXISTING UTILITIES

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

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

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

AGGREGATE BASE REPAIR, 12 INCH

WORK DESCRIPTION:

This work consists of repairing and preparing an area of the aggregate base the location of which will be designated by the Engineer. Following the removal of the existing pavement, the area will be proof rolled in the presence of the Engineer to determine the extent of the necessary repair. This work shall include removal, disposal, and compaction of the subbase. The new aggregate shall be placed in lifts not greater than 6.00 inches each and compacted to the density requirements of Section 301 of the Standard Specifications by the use of a mechanical compactor. If the subgrade is too dry such that compaction cannot be attained, water may be added. After this, the Engineer may request a final proof roll of the area. The work shall be done in accordance with the applicable portions of Section 358 of the Standard Specifications

METHOD OF MEASUREMENT:

This work shall be measured for payment in square yards.

BASIS OF PAYMENT:

The work will be paid for at the contract unit price per square yard for AGGREGATE BASE REPAIR, 12 INCH, which price shall include all equipment, labor, material and incidentals necessary to complete this work to current standards and in accordance with these special provisions and the Standard Specifications.

BITUMINOUS MATERIALS (PRIME COAT)

AGGREGATE (PRIME COAT)

WORK DESCRIPTION:

The Contractor shall remove all dust, dirt and all deleterious material from the surface with a mechanical vacuum sweeper before the prime or tack coat is applied. At no time will the Contractor use a blower to remove the dust from the pavement. The Contractor shall protect the motoring public, adjoining pavement, curbs, or structures during the application of the bituminous materials prime coat. After application, the truck shall then be weighed again in order to determine the net weight of the prime coat that has been placed. FRESH OIL signs shall be installed in advance of the area to be primed with bituminous materials and shall be maintained until the prime coat is adequately cured. This work shall (both items) be done in accordance with Sections 403, 406, 408, 1032.02 in so far as they apply and any other applicable Sections of the Standard Specifications.

Close attention shall be placed on Article 406.02.

METHOD OF MEASUREMENT:

This work shall be measured for payment

BASIS OF PAYMENT:

This work will be paid for at the contract unit price per gallon for BITUMINOUS MATERIALS (PRIME COAT) and per ton for AGGREGATE (PRIME COAT) which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards.

HMA SURFACE COURSE, MIX-D, IL-9.5mm, N50, 2.00 INCH

WORK DESCRIPTION:

The work consists of designing, producing, supplying and constructing HMA Binder and Surface courses on a prepared base. The work shall be done according to Section 406 of the Standard Specifications. The mix supplied shall be an IDOT approved mix for the application it is being used. The roadway shall be kept open to traffic according to Article 701.17(c) (3). Prime coat shall be applied to the base at the rate designated elsewhere in the special provisions. The HMA shall be placed when the temperature in the shade is at least 45° F and rising. The material shall be delivered to the site at a temperature range of 250 °F to 350 °F. Surface testing of the new asphalt shall be done at the Engineer's discretion if it is determined that the pavement does not meet the requirements of Article 406.11. The HMA Binder Course shall be placed no more than 72 hours after the pavement has been milled.

METHOD OF MEASUREMENT:

This item will be measured for payment according to Article 406.13 per ton except as modified above.

BASIS OF PAYMENT:

The item will be paid for per ton of HOT-MIX ASPHALT SURFACE COURSE, MIX D, IL-9.5mm, N50, 2 INCH, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and in a workmanlike manner.

HMA SURFACE REMOVAL, 2.00 INCH

WORK DESCRIPTION:

This work shall consist of saw cutting the pavement to a depth not to exceed 2 inches at the construction limits, removing and disposing of the existing Hot-Mix Asphalt by cold milling, and the construction of temporary ramps at each joint. The temporary ramps shall be constructed according to Article 406.08(a). The Hot-Mix Asphalt (HMA) ramps shall be constructed immediately after the milling is complete and shall extend across the entire width of the pavement at all the construction limits. All cost associated with this work will be included in the cost of this item with the exception of the HMA material placed at the ramps. HMA material used to construct ramps at the butt ends shall be paid for per TON for HOT-MIX ASPHALT BINDER COURSE, MIX D, N50 (IL-9.5 mm). The temporary ramps shall be completely removed before the binder course is placed. Placing HMA tailings from the cold milling process will not be an acceptable alternative for construction of temporary ramps. The square yards of HMA Surface Removal will only be paid for once regardless if more than one pass is made to remove the pavement to the specified depth.

Along the face of curb, the pavement surface will typically be milled down 1.75 inch as specified and it will be replaced by 2.00 inch of HMA. The relative depth of the milling will vary depending on the elevation differential between the edge of pavement and that of the gutter flag. The finish surface course shall be typically 0.25 inch above the face of the curb. The elevation of the face of curb will not be used as the only means by which the pavement thickness will be established. Inconsistencies along the face of the curb shall not translate onto the edge of pavement causing unacceptable variations along the edge of pavement. The Contractor shall be responsible for protecting the curb and gutter from damage. If the Contractor, due to negligence, damages any existing curb, it shall be replaced to the satisfaction of the Engineer at the Contractor's expense. Repairs will include complete removal and replacement of the damaged section of curb/gutter the length of which shall be decided by the Engineer. In all cases of said repair, the length of section to be removed shall be a minimum of five (5) feet. This work shall be done in accordance with Section 440 of the Standard Specifications except as specified otherwise in the Special Provisions. All material from the milling operation shall be completely removed from the roadway as one operation with the pavement milling operation. This material will be left to remain on the street and shall be loaded onto a truck as it is swept up or picked up.

METHOD OF MEASUREMENT:

This work shall be measured for payment in place and the area computed in square yards in accordance with the Standard Specifications.

BASIS OF PAYMENT:

This work will be paid for at the contract unit price per square yard for HMA SURFACE REMOVAL, 2.00 INCH, which price will include all labor, equipment, materials and incidentals necessary to complete the work to current standards and in a workmanlike manner.

CLASS D PAVEMENT PATCHING, 2.00 INCH

WORK DESCRIPTION:

This work consists of the removal of the existing pavement of varying Types to the specified depth and the replacement of same with an IDOT approved HMA surface course for the application. It shall be done in accordance with Section 442 of the Standard Specifications in so far as it applies. Special attention shall be placed on Article 442.08.

METHOD OF MEASUREMENT:

This work shall be measured in place per square yard at locations marked by the Engineer.

BASIS OF PAYMENT:

This item shall be paid for at the contract unit price per square yard for CLASS D PAVEMENT PATCHING, 2.00 INCH completed, which price shall include all labor, equipment, material, and incidentals necessary to complete the work as described herein.

GROUT REMOVAL AND REPLACEMENT

WORK DESCRIPTION:

This work consists of the removal of loose grout and/or dirt from around the inside of the Inlets as needed; measuring down from the top of the structure to a depth not more than two (2') feet. After all loose grout is removed, new grout shall be used to fill the voids. This work shall be done after the surface course has been paved but the grout shall NOT be mixed directly on the new pavement and the new pavement shall protect the pavement from all spills. Excess grout or spoils will not be placed on or left in the parkway, in the curb line, or on the sidewalk.

METHOD OF MEASUREMENT:

This work shall be measured per each item at locations marked by the Engineer.

BASIS OF PAYMENT:

This item shall be paid for at the contract unit price per each inlet and/or manhole where GROUT REMOVAL AND REPLACEMENT was completed, which price shall include all labor, equipment, material, and incidentals necessary to complete the work as described herein.

BRICK PAVER, STONE AND MASONRY REMOVAL AND REPLACEMENT

WORK DESCRIPTION:

This work consists of the placing of new pavers or removing & re-placing existing brick pavers and stones at various locations. At locations where pavers exist, they shall be removed and kept for re-use. If the dimensions are not specified in the contract documents, the Engineer shall mark the area to be removed and replaced. The base shall be graded and recompacted mechanically then regraded with fine aggregate supplied by the Contractor. The pavers, stones or masonry when placed at grade shall be placed or re-placed in such manner to encourage positive drainage. They shall be placed to match the existing pattern or as specified in the contract documents. Fine aggregate shall be added to the joints and

compacted. It will be the Contractor's responsibility to protect the pavers or stones for reuse keeping in mind the difficulty in replacing older pavers and stones where a matching color and/or style is no longer manufactured or available. The placement of the masonry wall at the southeast corner of Second Street and Campbell Street shall be completed under this pay item with the City supplying the masonry blocks. The removal of the existing concrete wall, the necessary over dig and the aggregate needed shall all be paid for separately.

METHOD OF MEASUREMENT:

This work shall be measured for payment per square foot for the face area.

BASIS OF PAYMENT:

This work shall be paid for at the contract unit price per square foot for BRICK PAVER, STONE, MASONRY REMOVAL AND REPLACEMENT, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and as described herein.

CURB REMOVAL AND REPLACEMENT

WORK DESCRIPTION:

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

Before the proposed curb is placed, minor grading, germane to this item, may be needed to ensure a minimum depth of proposed curb can be placed. The replacement of acceptable granular material below the curb shall be considered included in the cost of curb removal and replacement.

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

The new curb and gutter constructed shall match the existing curb type, flowline and elevation to encourage positive drainage. All curb and gutter shall be depressed as directed by the Engineer.

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

TRAFFIC CONTROL AND PROTECTION

WORK DESCRIPTION

Under this item traffic control shall be provided for all streets and locations listed in the Special Provisions. The Contractor shall furnish personnel and all devices needed.

Section 700 and Section 107 of the Standard Specifications with special attention to Article 107.09 in so far as they apply.

The Contractor shall be required to use the latest applicable version of the highway standards as traffic conditions and working conditions warrant.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

PARKWAY RESTORATION

WORK DESCRIPTION:

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

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

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

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

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

METHOD OF MEASUREMENT:

This item shall be measured for payment per square yard.

BASIS OF PAYMENT:

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

PROPOSAL

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

Proposal is submitted in duplicate by Chicago based Paving Contractors

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform 2020 PAVEMENT MAINTENANCE in accordance with the Plans, 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>9.9.20</u>	<u>WRB</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 MAINTENANCE in accordance with the attached Specifications and Documents.



ADDENDUM #1

PROJECT NAME: 2020 PAVEMENT MAINTENANCE

DATE: 09/09/2020

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.

Where "BINDER" appears in the Special Provisions it shall be replaced with "SURFACE".

- 1) Page #18: **HMA SURFACE COURSE, MIX-D, IL-9.5mm, N50, 2.00 INCH** under subtopic WORK DESCRIPTION:
 - a. "The HMA Binder Course shall be placed no more than 72 hours after the pavement has been milled" shall be revised to:
 - b. "The HMA Surface Course shall be placed no more than 72 hours after the pavement has been milled".
- 2) Page #19: **HMA SURFACE REMOVAL, 2.00 INCH** under subtopic WORK DESCRIPTION:
 - a. "HMA material used to construct ramps at the butt ends shall be paid for per TON for HOT-MIX ASPHALT BINDER COURSE, MIX D, N50 (IL-9.5 mm). The temporary ramps shall be completely removed before the binder course is placed." shall be revised to:
 - b. "HMA material used to construct ramps at the butt ends shall be paid for per TON for HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50 (IL-9.5 mm). The temporary ramps shall be completely removed before the surface course is placed".

END OF TEXT FOR ADDENDUM #1

P:\Engineering\2020 Projects\2020 Pavement Maintenance\BID DOCUMENTS\Bid Documents 2020 Pavement Maintenance\Bid Documentation\2020 Pavement Maintenance Addendum 1.doc

RETURN WITH BIDS
CITY OF GENEVA, ILLINOIS

SIGNATURES

(If an Individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

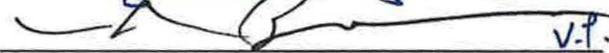
Signed By _____

Business Address _____

Insert Names and Addresses of All Partners _____

(If a corporation)

Corporate Name Chicagoland Paving Contractors

Signed By ^{vice}  V.P.

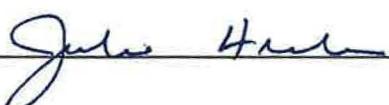
Business Address 225 Telser Rd., Lake Zurich
IL 60047

Insert Names of Officers:

President Kevin Meertz

Secretary / V.P. William R. Bowes

Treasurer _____

Attest By ^{Asst.} Secretary: 

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Office@chicagolandpaving.com

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: *Kevin Meartz*
Kevin Meartz, President

**2020 PAVEMENT MAINTENANCE
SCHEDULE OF PRICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICES	COST
1	AGGREGATE BASE REPAIR, 12 INCH	SQ YD	50.00	20 ⁻	1,000 ⁻
2	BITUMINOUS MATERIAL (PRIME COAT)	GAL	1,390.30	.01	13.90
3	AGGREGATE (PRIME COAT)	TON	8.34	.01	.08
4	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.50mm, N50	TON	544.99	85 ⁻	46,324.15
5	HOT-MIX ASPHALT SURFACE REMOVAL, 2.00 INCH	SQ YD	5,561.20	2 ⁻	11,122.40
6	CLASS D PAVEMENT PATCHING, 2 INCH	SQ YD	2,127.50	20 ⁻	42,550 ⁻
7	GROUT REMOVAL AND REPLACEMENT	EACH	4.00	200 ⁻	800 ⁻
8	BRICK PAVER, STONE AND MASONRY REMOVAL AND REPLACEMENT	SQ FT	72.00	25 ⁻	1,800 ⁻
9	CURB REMOVAL AND REPLACEMENT	FOOT	66.00	55 ⁻	3,630 ⁻
10	URETHANE PAVEMENT MARKING - LINE 4 INCH	FOOT	2,059.00	2 ⁻	4,118 ⁻
11	URETHANE PAVEMENT MARKING - LINE 6 INCH	FOOT	186.00	2.85	530.10
12	URETHANE PAVEMENT MARKING - LINE 12 INCH	FOOT	258.00	5.65	1,457.70
13	URETHANE PAVEMENT MARKING - LINE 24 INCH	FOOT	23.00	11.50	264.50
14	TRAFFIC CONTROL AND PROTECTION	L SUM	1.00	1,000 ⁻	1,000 ⁻
15	PARKWAY RESTORATION	SQ YD	22.33	20 ⁻	446.60
16	MOBILIZATION	L SUM	1.00	2,942.56	2,942.56
	TOTALS				118,000.00

AFFIDAVIT OF EXPERIENCE

STATE OF IL)
)SS
COUNTY OF Cook)

William R. Bawes being duly sworn, that he is
v.p., of Chicagoland Paving
(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>please see attached</u>		

and that Chicagoland Paving 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>see attached</u>			
<u>machine to T.B.D.</u>			

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

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

Signature: [Handwritten Signature]

Subscribed and sworn to before me this 14 day of Sept 2020.

[Handwritten Signature]
Notary Public



Patching References

Village of Hawthorn Woods

2017 Pavement Patching
Contract Amount: \$60,000.00
Erika Frable
847-438-5500

City of Naperville

2017 Street Patching Program
Contract Amount: \$ 144,900.00
Omar Santos
630-305-5204

Village of Lake Villa

2017 Pavement Patching
Contract Amount: \$ 49,970.00
Ryan Horton
847-356-6100

Village of Lindenhurst

2017 Pavement Patching (LCML)
Contract Amount: \$ 75,000.00
Charles Hernandez
847-356-1765

City of Highland Park

2017 Pavement Patching (2015, 2016)
Contract Amount: \$ 288,900.00
Lisa Roberts
847-926-1189

Lake County Public Works

Asphalt Patch & Seal Coating
Contract Amount: \$ 176,000.00
Heather Galan
847-377-7141

**Chicagoland Paving
Equipment List Updated 1/6/2017**

ITEM #	YEAR	MAKE & MODEL	VIN #	Unit #	Limit
001	1989	Super Pac Roller	4431320		
002	2004	Wolfpac 2500 Stone Roller	32003002		
003	1984	Dynapac CC-21 Roller	489030		
004	2003	Cat C8-224D Roller	8RZ01538		
005	1986	953 Crawler Loader	20Z729	#15	
006	* 2005	Lee Boy Paver 8500 LD	8500T-43147	#11	
007	1995	Barber Greene BG 225	6YK00513		
008	1994	311 Backhoe	9LJ00768-		
009	515B	Dresser loader	3307		
010	1988	Caterpillar 140 Grader	72U10456		
011	1994	480F Case Tractor	JJ0218771	#4	
012	2001	Cat Comp Roller CB-224D	8RZ00979	#66	
013	1996	Cat Compactor Roller	4KN477/98216604	#62	
014	2002	Cat CB-224D	8RZ01495		
015	1987	Air Compressor Le Roi 185			
016	1994	Le Roi Air Compressor 185	3293X16		
017	1998	Ingersoll Rand Compressor	287468UC1221		
018	1994	Ingersoll Rand Compressor	94635		
019	1999	Le Roi Q185 Compressor	3520X11		
020	1988	Cat Crawler Loader	20201437	#6	
021	2003	Cat CB-224D Roller	8RZ01855	#55	
022	1994	Hyster Roller C766B	8772P	#64	
023	2002	Cat 315C Excavator	CFT01154		
024	1989	Hypac Roller C766A	A209C1628K	#60	
025	1996	Cat CS563C Roller	98210549	#62	
026	2002	Cat CB-334D Asphalt Roller	4CZ00599		
027	2005	Cat CB224E Roller	22400807		
028	2003	Case 90 XT Uniloaders	JAF0352833	#3	
029	2006	Case 450 Uniloaders	N6M421630		
030	2003	Case 90XT Uniloaders	JAF0319999		
031	2003	Case 90XT Uniloaders	JAF0377035		
032	2002	Case Tractor 570MXT	JJG0300308	#15	
033	2005	Cat 304CR Excavator	NAD02545		
034	1996	Caterpillar Excavator 315	6YM1592		
035	2006	Kent KF4 Breaker	9085		
036	2003	Kent KF4 Breaker	7200		
037	2003	Kent KF4 Breaker	6998		
038	1999	Cat Trackloader 953C	2ZN02372		
039	2003	Alitec Cold Planer CP24ATD	3902400403		
040	2003	Case 90XT Uniloaders	JAF0392653		
041	2003	Lee Boy Paver 8500LD	3258LD	#9	
042	2003	Alitec Cold Planer CP24ATD	3902410503		
043	2007	Lee Boy Paver 8500 T	47088	#12	
044	2007	Dynapac CC-122 Roller	60213545		
045	2008	Case 450 Uniloaders	N8M484261	#24	

**Chicagoland Paving
Equipment List Updated 1/6/2017**

046	2008	Lee Boy Paver 8515	49333	
047	2009	Case Skidsteer 450	N9M400885	
048	1986	Cat 963 Truck Loader	18201605	
049	2004	Takeuchi Tractor Loader TL140	21402001	
050	1996	Caterpillar Paver	6ZN00136	
051	2004	Case Tractor 570MXT	JJG0301613	
052	2003	Hypac Roller	901A22901593	
053	1996	Wirtgen 1900 DC Cold Planer	0520080251420387	
054	2002	Wirtgen W2000 Cold Planer	06.20.0261	
055	2011	Lee Boy 8515 Paver	67752	
056	2006	Bomag MP 1300 Milling Maching	0089	
057	1994	CAT 938F Loader	1KM00475	
058	2014	Case SR250-T4A Uniloaders	NEM477777	
059	2006	Midland SPR-6 Road Widener	137	
060	2015	Case SR250 Uniloaders	JAFSR250KEM478534	
061	2011	Case SR250-T4A Uniloaders	JAFSR250ABM434146	
062	2005	Hypac C784 Roller	901A22901642	
063	2015	Case SR250 Uniloaders	NEM478581	

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 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, 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 William R. Bowes

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

9/14/20
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

Chicagoland Paving (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.

Chicagoland Paving
CONTRACTOR'S NAME

BY: [Signature]
(TITLE) V.P.

Subscribed and sworn before me this 14

Day of Sept, 2020

[Signature]
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 William R. Bowas

**Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047**

9/14/00

DATE