



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2022 Infrastructure Program Geneva Construction		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	July 5, 2022		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
<input type="checkbox"/>	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: EMS-2			
Estimated Cost: \$1,827,000.00		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>The 2022 Infrastructure Program includes roadway restoration, storm sewer replacement, and pavement markings replacement throughout the community. A map showing the locations is attached for your review. Bids for this project were opened on June 13<sup>th</sup> with two (2) bids received. The lowest responsible bidder is Geneva Construction Company for \$1,790,499.67. Warm Mix Asphalt (WMA) was included as an Eco-friendly alternative to Hot Mix Asphalt (HMA) for an additional \$8,956.00. Geneva Construction Company is prequalified by IDOT and has performed satisfactory work for the City of Geneva. A minor contingency budget is recommended to be included in the overall not-to-exceed amount to account for any unforeseen field changes that may occur.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Bid Tabulation/Summary of Bids</li> <li>• Map of Streets</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to accept Geneva Construction's Bid in the amount of \$1,799,455.67 and authorize the City Administrator to approve up to \$27,544.33 in change orders for a total not to exceed amount of \$1,827,000.</p>			

**RESOLUTION NO. 2022-55**

**RESOLUTION AUTHORIZING ACCEPTANCE OF GENEVA CONSTRUCTION COMPANY'S BID FOR THE 2022 INFRASTRUCTURE PROGRAM**

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

**SECTION 1:** That the City Administrator is hereby authorized to accept, on behalf of the City of Geneva, the bid offered by Geneva Construction Company of St. Charles, Illinois, in the form attached hereto as Exhibit "A", relating to storm sewer replacement, pavement marking and the resurfacing of various City Streets in the City of Geneva, IL in the amount not to exceed \$1,827,000.00.

**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 \_\_\_\_ day of \_\_\_\_\_, 2022

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

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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



**2022 STREET AND DRAINAGE IMPROVEMENTS**

BID TABULATION

June 13, 2022

ITEM	DESCRIPTION	UNIT	QTY	ENGINEERS ESTIMATE		Geneva Construction Co, Aurora IL Ph 630-892-4357, FX 630-892-7738		Builders Paving LLC, Hillside IL Ph 847-419-9000; Fx 847-419-9050	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	EARTH EXCAVATION	CU YD	27.00	\$ 35.00	\$ 945.00	\$ 65.00	\$ 1,755.00	\$ 50.00	\$ 1,350.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	12.00	\$ 39.00	\$ 468.00	\$ 65.00	\$ 780.00	\$ 50.00	\$ 600.00
3	TRENCH BACKFILL	CU YD	130.00	\$ 38.50	\$ 5,005.00	\$ 74.20	\$ 9,646.00	\$ 66.00	\$ 8,580.00
4	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	12.00	\$ 45.00	\$ 540.00	\$ 60.00	\$ 720.00	\$ 50.00	\$ 600.00
5	PREPARATION OF BASE	SQ YD	6,300.00	\$ 1.50	\$ 9,450.00	\$ 0.80	\$ 5,040.00	\$ 1.50	\$ 9,450.00
6	AGGREGATE BASE REPAIR, 12 INCH	SQ YD	109.00	\$ 37.00	\$ 4,033.00	\$ 33.00	\$ 3,597.00	\$ 40.00	\$ 4,360.00
7	BITUMINOUS MATERIAL (PRIME COAT)	GAL	12,282.00	\$ 2.75	\$ 33,775.50	\$ 0.01	\$ 122.82	\$ 2.00	\$ 24,564.00
8	AGGREGATE (PRIME COAT)	TON	80.00	\$ 3.00	\$ 240.00	\$ 15.00	\$ 1,200.00	\$ 1.00	\$ 80.00
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	6,720.00	\$ 79.00	\$ 530,880.00	\$ 82.00	\$ 551,040.00	\$ 81.00	\$ 544,320.00
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	4,478.00	\$ 86.00	\$ 385,108.00	\$ 90.00	\$ 403,020.00	\$ 90.00	\$ 403,020.00
11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	64.00	\$ 80.00	\$ 5,120.00	\$ 88.00	\$ 5,632.00	\$ 90.00	\$ 5,760.00
12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	4,384.00	\$ 8.50	\$ 37,264.00	\$ 8.60	\$ 37,702.40	\$ 9.00	\$ 39,456.00
13	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	120.00	\$ 9.75	\$ 1,170.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00
14	DETECTABLE WARNINGS	SQ FT	232.00	\$ 35.00	\$ 8,120.00	\$ 35.00	\$ 8,120.00	\$ 35.00	\$ 8,120.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, 3.50 INCH	SQ YD	49,429.00	\$ 4.45	\$ 219,959.05	\$ 4.00	\$ 197,716.00	\$ 4.15	\$ 205,130.35
16	HOT-MIX ASPHALT SURFACE REMOVAL (PROFILE MILLING), 3.50 INCH TO 5.00 INCH	SQ YD	3,833.00	\$ 5.50	\$ 21,081.50	\$ 4.75	\$ 18,206.75	\$ 6.90	\$ 26,447.70
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	123.00	\$ 20.00	\$ 2,460.00	\$ 13.00	\$ 1,599.00	\$ 22.00	\$ 2,706.00
18	SIDEWALK REMOVAL	SQ FT	4,384.00	\$ 1.85	\$ 8,110.40	\$ 1.60	\$ 7,014.40	\$ 1.50	\$ 6,576.00
19	CLASS C PATCHES, TYPE II, 7 INCH	SQ YD	120.00	\$ 80.00	\$ 9,600.00	\$ 85.00	\$ 10,200.00	\$ 145.00	\$ 17,400.00
20	CLASS C PATCHES, TYPE III, 7 INCH	SQ YD	78.00	\$ 83.00	\$ 6,474.00	\$ 81.00	\$ 6,318.00	\$ 140.00	\$ 10,920.00
21	CLASS C PATCHES, TYPE IV, 7 INCH	SQ YD	767.00	\$ 75.00	\$ 57,525.00	\$ 78.00	\$ 59,826.00	\$ 135.00	\$ 103,545.00
22	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	50.00	\$ 78.00	\$ 3,900.00	\$ 52.00	\$ 2,600.00	\$ 75.00	\$ 3,750.00
23	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	2.00	\$ 150.00	\$ 300.00	\$ 335.00	\$ 670.00	\$ 300.00	\$ 600.00
24	INLET, TY-A, 24 INCH, TY-11 F&G	EACH	2.00	\$ 2,500.00	\$ 5,000.00	\$ 3,257.90	\$ 6,515.80	\$ 1,980.00	\$ 3,960.00
25	INLET REMOVAL AND REPLACEMENT, TY-A, 24 INCH, TY-11 F&G	EACH	1.00	\$ 3,500.00	\$ 3,500.00	\$ 4,238.96	\$ 4,238.96	\$ 2,399.00	\$ 2,399.00
26	MANHOLE REMOVAL AND REPLACEMENT, TY- A, 48 INCH, TY-1 F&G	EACH	1.00	\$ 11,000.00	\$ 11,000.00	\$ 7,640.78	\$ 7,640.78	\$ 6,399.00	\$ 6,399.00
27	PAVEMENT MARKING REMOVAL	SQ FT	3,000.00	\$ 1.35	\$ 4,050.00	\$ 1.00	\$ 3,000.00	\$ 1.05	\$ 3,150.00
28	GROUT REMOVAL AND REPLACEMENT	EACH	67.00	\$ 210.00	\$ 14,070.00	\$ 110.00	\$ 7,370.00	\$ 330.00	\$ 22,110.00
29	BRICK PAVER, STONE AND MASONRY REMOVAL AND REPLACEMENT	SQ FT	260.00	\$ 20.00	\$ 5,200.00	\$ 12.00	\$ 3,120.00	\$ 12.00	\$ 3,120.00
30	SPOT CURB REMOVAL AND REPLACEMENT	FOOT	3,458.00	\$ 38.50	\$ 133,133.00	\$ 43.00	\$ 148,694.00	\$ 46.00	\$ 159,068.00
31	TRAFFIC CONTROL AND PROTECTION	L SUM	1.00	\$ 34,000.00	\$ 34,000.00	\$ 13,650.00	\$ 13,650.00	\$ 11,804.15	\$ 11,804.15
32	URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	588.00	\$ 6.10	\$ 3,586.80	\$ 5.50	\$ 3,234.00	\$ 7.65	\$ 4,498.20
33	URETHANE PAVEMENT MARKING - LINE 4 INCH	FOOT	48,501.00	\$ 1.05	\$ 50,926.05	\$ 0.82	\$ 39,770.82	\$ 0.55	\$ 26,675.55
34	URETHANE PAVEMENT MARKING - LINE 6 INCH	FOOT	5,220.00	\$ 1.50	\$ 7,830.00	\$ 1.25	\$ 6,525.00	\$ 1.90	\$ 9,918.00
35	URETHANE PAVEMENT MARKING - LINE 12 INCH	FOOT	1,462.00	\$ 3.05	\$ 4,459.10	\$ 2.50	\$ 3,655.00	\$ 3.80	\$ 5,555.60
36	URETHANE PAVEMENT MARKING - LINE 24 INCH	FOOT	653.00	\$ 6.25	\$ 4,081.25	\$ 5.50	\$ 3,591.50	\$ 7.65	\$ 4,995.45
37	PARKWAY RESTORATION	SQ YD	1,100.00	\$ 12.50	\$ 13,750.00	\$ 12.00	\$ 13,200.00	\$ 12.00	\$ 13,200.00
38	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH	SQ YD	91.00	\$ 55.00	\$ 5,005.00	\$ 43.00	\$ 3,913.00	\$ 44.00	\$ 4,004.00
39	SIDEWALK REPAIR (SPECIAL)	EACH	300.00	\$ 75.00	\$ 22,500.00	\$ 71.65	\$ 21,495.00	\$ 71.65	\$ 21,495.00
40	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	19.00	\$ 600.00	\$ 11,400.00	\$ 460.00	\$ 8,740.00	\$ 456.00	\$ 8,664.00
41	CONNECTION TO EXISTING MANHOLE	EACH	3.00	\$ 2,000.00	\$ 6,000.00	\$ 2,782.40	\$ 8,347.20	\$ 1,071.00	\$ 3,213.00
42	PERFORATED DRAIN TILE, 8 INCH	FOOT	250.00	\$ 58.00	\$ 14,500.00	\$ 177.59	\$ 44,397.50	\$ 81.00	\$ 20,250.00
43	STORM SEWER, CLASS-B, TYPE-2, 8 INCH	FOOT	73.00	\$ 60.00	\$ 4,380.00	\$ 176.38	\$ 12,875.74	\$ 88.00	\$ 6,424.00
44	STORM SEWER REPLACEMENT, CLASS-B, TY-2, 15 INCH (TRENCHLESS TECHNOLOGY)	FOOT	320.00	\$ 250.00	\$ 80,000.00	\$ 290.00	\$ 92,800.00	\$ 342.00	\$ 109,440.00
<b>TOTALS</b>				<b>\$</b>	<b>1,789,899.65</b>	<b>\$</b>	<b>1,790,499.67</b>	<b>\$</b>	<b>1,878,878.00</b>

ITEM	DESCRIPTION	UNIT	QTY	ENGINEERS ESTIMATE		Geneva Construction Co, Aurora IL Ph 630-892-4357, FX 630-892-7738		Builders Paving LLC, Hillside IL Ph 847-419-9000; Fx 847-419-9050	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
							50% =		50%=
	<b>ALTERNATE</b>								
A14	HOT-MIX ASPHALT SURFACE COURSE, (SPECIAL), 1.50 INCH	TON	4,478.00	\$ 110.00	\$ 492,580.00	\$92.00	\$ 411,976.00	\$ 92.00	\$ 411,976.00
	<b>ALTERNATE TOTAL</b>			\$	<b>1,897,371.65</b>	\$	<b>1,799,455.67</b>	\$	<b>1,887,834.00</b>



## 2022 STREET AND DRAINAGE IMPROVEMENTS

LIST OF STREETS

Last Revised: 05/04/2022

ITEM	STREET NAME	FROM	TO
1	EXECUTIVE PLACE	E END OF ROAD	GLENGARRY DRIVE
2	JAMES STREET	SECOND STREET	THIRD STREET
3	SOUTH STREET	THIRD STREET	FOURTH STREET
4	WINDHAM COURT	N END OF CUL-DE-SAC	COUNTRY SQUIRE DRIVE
5	ASHBURY COURT	N END OF CUL-DE-SAC	COUNTRY SQUIRE DRIVE
6	GALWAY COURT	N END OF CUL-DE-SAC	FARGO BOULEVARD
7	CROYDON COURT	N END OF CUL-DE-SAC	FARGO BOULEVARD
8	HEATHER ROAD	ALLEN DRIVE	CONSIDINE ROAD
9	REDWING DRIVE	ALLEN DRIVE	WESTERN AVENUE
10	PIONEER COURT	FARGO BOULEVARD	S END OF CUL-DE-SAC
11	KANEVILLE ROAD	FARGO BOULEVARD	PECK ROAD
12	VIKING ROAD	KANEVILLE ROAD	FABIAN PARKWAY
13	ALLEY (BRITTA LANE)	MANCHESTER CIRCLE	MANCHESTER CIRCLE
14	CENTER STREET	RICHARDS STREET	ANDERSON BOULEVARD
15	PAVEMENT MARKING	VARIOUS LOCATION	

**CONTRACT DOCUMENTS**  
**FOR**  
**2022 STREET AND DRAINAGE IMPROVEMENTS**  
**CITY OF GENEVA, ILLINOIS**

**CONTRACTOR'S NAME: GENEVA CONSTRUCTION CO.**

**STREET ADDRESS: P. O. BOX 998**

**CITY: AURORA**

**STATE: ILLINOIS**

**ZIP CODE: 60507-0988**

**JULY 2022**

*(This Document has 53 Pages Total)*

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City of Geneva  
2022 STREET AND DRAINAGE IMPROVEMENTS

NOTICE TO BIDDERS

**Time and Place of Opening of Bids**

Contractors shall submit complete bids in single, sealed envelopes with the words "2022 STREET AND DRAINAGE IMPROVEMENTS" clearly marked on them. Bids will be received by the City of Geneva, Illinois until **10:00 a.m. on Monday; June 13, 2022** 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 2022 STREET AND DRAINAGE IMPROVEMENTS include the resurfacing of eleven (11) different City streets, for a combined length of approximately three (3) miles. The drainage improvements shall be done in two (2) alleys and on two (2) other streets. The project also includes curb and sidewalk improvements and pavement markings. All disturbed parkways shall be restored with topsoil, seed, mulch and fertilizer.

**Bidders Instructions**

- 1) Plans and specifications are available in the office of the Director of Public Works located at 1800 South Street Geneva, Illinois 60134-2547; Attn: C. Elton Orozco 630-232-1279. All Bidders shall submit \$50.00 per each copy of the plans and specifications. Bidders with an IDOT prequalification which includes HMA Plant Mix shall suffice. Bidders without the HMA Plant Mix prequalification may also submit a bid along with a written guarantee from a HMA producer for the tonnage shown in this plans and specifications and three (3) verifiable references showing they have completed comparable projects. The bidder shall include language that the guaranteed tonnage shall be used to pave the streets listed in this project. Bidders shall also include an alternate for WMA.
- 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 made out to the City of Geneva with the name of the project clearly written in the notes.
- 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 in place quantities and for 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.

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- 6) If the City chooses to use the alternate item (WMA), council reserves the right to award the contract based on the lowest base bid when WMA is used.
- 7) Submission of a bid is conclusive assurance and warranty that the bidder has examined the plans, specifications, visited the site 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.
- 8) The bidder shall not take advantage of any errors or omissions in the bid documents.
- 9) Bidders may withdraw their proposal providing the bidder makes a request to withdraw their proposal in writing or in person before scheduled date and time for the bids to be opened.
- 10) All employees and suppliers working on this project shall be paid no less than the prevailing wage determined by the Illinois Department of Labor at the time of the bid opening or as adjusted thereafter.
- 11) The Contractor shall certify that he/she is not in violation of, nor has been convicted, for a violation of the Illinois Public Construction Act.

### INSTRUCTIONS TO BIDDERS

By submitting a bid, the Contractor is affirming that he/she has carefully read and examined all of the contract documents and has visited the site and 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 for the amounts as described above can 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 a 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 in this contract, the disposal of same shall be 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 posting an "Addenda" on the City of Geneva's web site. Bidders are hereby notified that 24 hours before the scheduled bid opening it is the Bidders' responsibility to check the City of Geneva's website for all Addenda. Interpretations requested less than 72 hours before the scheduled bid opening does not allow enough time for a written response and therefore will not be responded to. A copy of each Addenda shall be submitted with the proposals.

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 2021 Street and Watermain Improvements

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 will complete soil testing on all the local streets listed in the bid documents. 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  
2022 STREET AND DRAINAGE IMPROVEMENTS**

These Special Provisions, the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, (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 to current codes or Standards or any part thereof, shall be included in the associated bid price(s).

**DESCRIPTION OF IMPROVEMENT**

The 2022 STREET AND DRAINAGE IMPROVEMENTS include resurfacing of eleven (11) different City streets for combined length of just under three (3) miles. These streets will also get curb and sidewalk removal and replacement. In addition to these streets, two concrete alleys will get pavement repairs and drainage improvements, the two hundred block of James Street will get a minor drainage improvement in the south parkway. Sidewalk repairs to remove trip hazards will be done on all streets described herein. The parkway will be restored with topsoil, seed and mulch after the concrete work is complete and before paving starts. Fertilizer shall be applied according to these special provision. Pavement marking shall be done on various city.

On the streets that will be resurfaced, typically 3.50 inches of the existing HMA pavement will be milled off and it will be resurfaced with 2.25 inch of Binder Course and 1.50 inch Surface Course. The Contractor shall provide a loaded truck to complete a proof roll as needed by the Engineer. Aggregate Base Repair shall be done to the depth specified or as approved by the Engineer.

After concrete is poured the Contractor shall allow enough curing time. Parkway restoration shall begin after the concrete is sufficiently cured. Pavement removal shall start right after parkway restoration is complete, but no more than 10 working days shall pass before pavement removal starts. No streets shall remain with the pavement partially removed for more than 24 hours. Streets with aggregate subbases shall be paved at least with the Binder Course within 72 hours after pavement removal is complete. This 72 hour requirement will be strictly enforced on streets that have Pozzolanic base. The existing pavement

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shall not be removed from any street if the amount of rain in the weather forecast will not allow for at least the first lift of asphalt to be placed before it rains. Any surface left exposed during a significant rain event shall be swept and all standing water shall be removed before the next lift of HMA is placed. If the subbase is left exposed to a significant rain event due to negligence or failure to follow these requirements, and additional undercutting becomes necessary due to the exposure to rain, the additional cost (labor, material and equipment) associated with this work shall be absorbed by the Contractor; no additional compensation will be allowed. Some frames and lids (or grates) shall be adjusted or replaced and some of the drainage structures will be marked for grouting. Replacements for the deteriorated frames and lids (or grates) shall be supplied by the City and the Contractor will be compensated to adjust the new frame and lids (or grates) to the correct elevation. Driveways disturbed during construction shall be restored in kind.

Sidewalks that does not warrant removal and replacement but have a trip hazard shall be repaired by cutting off the trip hazard. Each trip hazard will be marked by the Engineer.

The following list shows the streets and the construction limits of the improvements:

ITEM	STREET NAME	FROM	TO
1	EXECUTIVE PLACE	E of WESTHAVEN DRIVE	PECK ROAD
2	JAMES STREET	SECOND STREET	THIRD STREET
3	SOUTH STREET	THIRD STREET	FOURTH STREET
4	WINDHAM COURT	WILLIAMSBURG AVENUE	NORMANDY LANE
5	ASHBURY COURT	ANDOVER LANE	GREENWICH LANE
6	GALWAY COURT	WILLIAMSBURG AVENUE	NORMANDY LANE
7	CROYDON COURT	KANEVILLE ROAD	MARION COURT
8	HEATHER ROAD	COUNTRY CLUB PLACE	WEST END OF CUL-DE-SAC
9	REDWING DRIVE	COUNTRY CLUB PLACE	WEST END OF CUL-DE-SAC
10	PIONEER COURT	S RIVER LANE	FIRST STREET
11	KANEVILLE ROAD	FARGO BOULEVARD	PECK ROAD
12	VIKING ROAD	KANEVILLE ROAD	FABIAN PARKWAY
13	ALLEY (BRITTA LANE)	MANCHESTER CIRCLE	MANCHESTER CIRCLE
14	CENTER STREET	RICHARDS STREET	ANDERSON BOULEVARD
15	PAVEMENT MARKING	VARIOUS LOCATION	

**CONSTRUCTION SCHEDULE**

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

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<u>Item</u>	<u>Date</u>	<u>Comment</u>
Bid Opening	June 13, 2022	10:00AM @ City Hall
City Council Award	July 5, 2022	
Notice of Award	July 6, 2022	
Preconstruction Meeting	July 19, 2022	1:00 PM @ Geneva Public Works
Notice to proceed	July 19, 2022	Tentative
Substantial 95% Completion	September 26, 2022	Restoration & Punch List Remaining
100% Completion	October 3, 2022	All Punch List Items Completed

A revised general work schedules shall be submitted if the work falls behind or progresses faster than anticipated. The contractor 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 the WMA is selected for use, it will be used on all the streets that will be resurfaced under this contract.

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 and accepted, 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

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value of the 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 will be charged a \$50.00 fee for each additional copy 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**

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**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.**

Existing frames & lids, which are discarded when a drainage structure adjustment is done, shall be disposed of by the Contractor at an offsite location. The City will supply replacement frames, lids or grates. All costs associated with the removal, the placement. The disposal of the frames & lids or grates shall be included in the price of the line item DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED.

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 specified in this project it is understood that recycled material for the application and gradation specified in the Standard Specifications is allowed. 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

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underpayment penalty must be paid to workers for each month the wages remain unpaid.

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

#### **FREEDOM OF INFORMATION ACT**

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

#### **CONSTRUCTION LIMITS**

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

#### **SAFETY AND PROTECTION**

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety 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

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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.

No topsoil shall be dumped on the roadway after pavement removal is complete or after the Binder Course has been paved.

#### **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 price of the HMA Surface Removal item. Removal of pieces of asphalt and millings left behind by the milling machine by sweeper or other means is not considered Preparation of Base.

#### **DELIVERY OF PROPOSALS**

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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 5 days prior to the bid opening date will not be responded to. The Engineer will respond to the intent and meaning in the form of an addendum which will be posted on the City of Geneva's web site and made publicly available for inspection at the City of Geneva, Public Works Department; 1800 South Street, Geneva, Illinois. The addendums will be binding and shall become and be submitted as a part of the bids documents. 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 HMA Plant Mix pre-qualifications by Illinois Department of Transportation for a work-rating limit of more than the quantities listed in his proposal (with no restrictions) shall qualify as the Contractor.

Bidders without the HMA Plant Mix prequalification may qualify as the Contractor if they

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submit a bid along with a written guarantee from a HMA producer for the tonnage shown in this plans and specifications and three (3) verifiable references showing they have completed comparable projects. The bidder shall include language that the guaranteed tonnage shall be used to pave the streets listed in this project.

All Bidders shall include an alternate for WMA and shall show that they are able to complete more than 50% of the work with their own crew.

**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.

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

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results before any material is used on the job.

A Geotechnical Engineering firm will be contracted by the City to do the Quality Assurance (QA) for the City on all Hot-Mix Asphalt and Portland Cement Concrete mixes delivered on site. The Contractor shall notify the Engineer at least 48 hours prior to material deliveries so the necessary QA testing can be scheduled. The Contractor can use any qualified Geotechnical firm or its own qualified staff for Quality Control (QC). Copies of their reports shall also be submitted to the City.

**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, sidewalk, driveways and the restoration of the parkway 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 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 THROUGH DRIVEWAYS SHALL NOT BE PLACED MORE THAN TWENTY-FOUR (24) HOURS PRIOR TO THE POUR. If the time between PCC removal and replacement within the driveway or walk way will be more than 24 hours the Contractor will be required to place planks or stone to allow access. After the PCC in the driveway is poured, access shall not be given to vehicular traffic for a minimum of 72 hours. The Contractor is responsible to deliver to the City sidewalks, driveways and curbs that are not defaced and are free of damage and cracks, therefore additional curing time is allowed. This additional

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curing time shall be within the guidelines established by the engineer.

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

#### **WORK SUSPENSION**

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

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

Beginning on the date the Contractor takes delivery of material and/or equipment on site, he/she shall assume responsibility for the normal maintenance of the existing RIGHT-OF-WAY within the construction limits and the ingress and the egress where there is construction activity. This includes the staging area and/or any adjacent streets used to park, load, or unload construction equipment. Normal maintenance includes repair work deemed necessary by the Engineer because of any damage caused by the Contractor's activities or the movement of material and/or equipment but shall not include snow and ice removal.

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.

**The Contractor shall make a final passing on each street with a sweeper after all construction activities are complete and before the City accepts the project as complete.**

#### **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 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 let the Contractor know which hydrants he can use to fill up 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.

The Contractor shall provide business owners and motorists twenty-four (24) hours advance notice of parking restrictions with appropriate signs and/or barricades this will be paid for under line item

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**TRAFFIC CONTROL AND PROTECTION.** The City will supply the Contractor with notices to be handed out to residents and business owners on the streets and adjacent streets with the zone of influence of the public improvements.

**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.

**CLEAN CONSTRUCTION AND DEMOLITION DEBRIS**

The Contractor shall excavate a minimum amount of material from behind the curb, and if necessary, no more than three inches along sidewalks to allow only enough space for forming. This excavated material may be reused on this job. If the Contractor chooses to reuse this material, it shall be capped with pulverized topsoil and restored per the plan and specifications.

If any material is found to be contaminated preventing disposal as Clean Construction and Demolition Debris (CCDD), these locations shall be identified before removal by the Contractor. It shall be reused on site when possible. It shall be the responsibility of the Contractor to handle any contaminated material per current CCDD requirements to prevent any further contamination. Once contamination has been identified and verified, its removal and disposal shall be paid for per Section 109.04 of the Standard Specifications. Failure to properly notify the Engineer prior to removal of the contaminated material it shall result in no compensation to the Contractor for the disposal of the material if a load is rejected by a CCDD facility.

**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. 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. Some street signs will be marked for removal and replacement as part of this contract.

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

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

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During construction, if the Contractor encounters or otherwise become aware of any utility within the RIGHT-OF-WAY that will cause a conflict, he shall inform the Engineer. It shall be the Contractor's responsibility to direct the work and protect all utilities from damage.

**EXISTING UTILITIES**

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

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

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

**CONCRETE BREAKERS**

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

**TRENCH BACKFILL**

**WORK DESCRIPTION**

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

**METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

This work shall be paid at the contract unit price per cubic yard for TRENCH BACKFILL, which price

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shall include all labor, materials, incidentals and equipment necessary to complete the work to current standards and in a workmanlike manner.

**PREPARATION OF BASE**

**WORK DESCRIPTION:**

The work shall be done in accordance with Section 358 of the Standard Specifications. It will include blading, and preparing the base with a proper crown before paving. Sweeping the granular base or picking up pieces of asphalt and milled material after the HMA surface is milled does not qualify as preparation of base. This item will only be used as needed and as determined after the removal of the HMA surface. The Engineer will then indicate to the Contractor the area and the extent of any preparation of base.

**METHOD OF MEASUREMENT:**

This work shall be measured for payment in square yards.

**BASIS OF PAYMENT:**

This work shall be paid for at the contract unit price per square yard of PREPARATION OF BASE, which price shall include all labor, materials (except granular material), incidentals and equipment necessary to complete the work to current standards and in a workmanlike manner. If any granular material is needed it will be paid for at the contract unit price per cubic yard of SUBBASE GRANULAR MATERIAL, TYPE B, and as specified elsewhere in these Special Provisions.

**SUBBASE GRANULAR MATERIAL, TYPE B**

**WORK DESCRIPTION:**

This work shall consist of furnishing, placing, and compacting an approved granular material within the allowed limits on a subgrade that has been prepared. This granular material may be recycled material with a gradation allowed by the Standard Specifications. The supplier shall be an IDOT approved source and the gradation shall be acceptable to the City. This work shall be done in accordance to Section 311 of the Standard Specifications. Any location where additional excavation is approved by the Engineer, the aggregate used as subbase shall be paid for under this item.

**METHOD OF MEASUREMENT:**

This work shall be measured in place for payment in cubic yards.

**BASIS OF PAYMENT:**

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

**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 shall 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 in cubic yards (See Article 202.07(b)).

**BASIS OF PAYMENT:**

The work will be paid for at the contract unit price per cubic 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 and any other applicable Sections of the Standard Specifications. Please see the attached Hot Mix Asphalt – Prime Coat (BDE).

Close attention shall be placed on Article 406.02

**METHOD OF MEASUREMENT:**

This work shall be measured for payment as specified in Article 1032.02.

**BASIS OF PAYMENT:**

This work will be paid for at the contract unit price per pound for BITUMINOUS MATERIALS (PRIME COAT) and per ton for AGGREGATE (PRIME COAT) which price shall include all labor, equipment,

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materials, and incidentals necessary to complete the work to current standards.

**HMA BINDER COURSE, IL-19.0, N50**  
**HMA SURFACE COURSE, MIX "D", N50**

**WORK DESCRIPTION:**

The work consists of designing, producing, supplying and constructing HMA Binder and Surface courses on a prepared base. The Binder Course shall be placed at a typical depth of 2.25 inch and the surface course shall be placed at a typical depth of 1.50 inch. 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 BINDER COURSE, IL-19.0, N50 and HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and as described herein.

**HOT-MIX ASPHALT SURFACE COURSE, (SPECIAL), 1.50 INCH**

**WORK DESCRIPTION:**

The work consists of designing, producing and constructing Warm Mix Asphalt (WMA). This item is included as an alternate and the City may choose to use this to pave all streets listed in the contract. This work shall be done in accordance with Sections 406, 407, 408, 1030, and 1102 in so far as they apply. References to HMA in the Standard Specifications for this pay-item shall be WMA.

This material shall be produced with the same properties and proportions as HMA SURFACE COURSE, MIX-D, IL-9.5mm, N50, except that WMA technologies shall be applied. This material shall be produced and placed at temperatures between 215°F and 275°F. WMA technologies, defined here as the use of additives or processes that allows the production and placement of this material at lower temperatures. Minerals, chemicals or organics shall be incorporated into the asphalt binder stream in a dedicated delivery system, maintaining correct proportions according to the supplier's recommendations. The design shall be approved by the Engineer and the mix supplied shall be an IDOT acceptable mix for the application. Please see the attached WARM MIX ASPHALT (BDE).

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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 or as requested by the Engineer. The HMA shall be placed when the temperature in the shade is at least 45° F and rising. 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.

**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 (SPECIAL), 1.50 INCH which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and in a workmanlike manner.

**PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH**  
**PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH**  
**PORTLAND CEMENT CONCRETE SIDEWALK, 7 INCH**

**WORK DESCRIPTION:**

This work shall consist of constructing PCC Driveway Pavement, 7", PCC Sidewalk, 5" or PCC Sidewalk, 7" in accordance with Sections 423 and 424 of the Standard Specifications. Expansion joints for PCC driveways shall be installed at the abutment with the curb for the width of the driveway. Expansion joints for sidewalks shall be placed as specified in the Standard Specifications. A curing compound shall be applied per the manufacturer's requirements. All costs associated with the regrading of material required to adequately construct these pay items shall be included in the cost of the sidewalk or driveway from which the regrading was done. Any earth excavation needed to construct new sidewalk will be paid separately. All aggregate needed to regrade the base to the necessary grade will be paid for as SUBBASE GRANULAR MATERIAL, TYPE B.

**METHOD OF MEASUREMENT:**

Driveways will be measured for payment per square yard, and sidewalk will be measured per square feet in accordance with the Standard Specifications.

**BASIS OF PAYMENT:**

This work shall be paid for at the contract unit prices per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH; per square feet for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH and PORTLAND CEMENT CONCRETE SIDEWALK, 7 INCH, which price shall include all labor, equipment, materials, and incidentals required to complete the work to current standards and in a workmanlike manner.

**DETECTABLE WARNINGS**

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**WORK DESCRIPTION:**

Detectable warnings shall consist of a surface of truncated domes meeting the current requirements of the Section 424 of the Standard Specifications, the ADAAG, and the details in the plans. The truncated domes shall be arranged in the direction of travel in a rectangular pattern. Furthermore, they shall be installed according to the manufacturer's specifications. They shall be placed at all curb ramps, medians, pedestrian refuge islands, railroad crossings, and any other locations where pedestrians are required to access or cross a hazardous vehicular way and at any locations designated by the Engineer.

The product and method used to install detectable warnings shall come with the following documents and shall be approved by the Engineer prior to use.

- a) Manufacturer's certification stating the product is fully compliant with the ADAAG
- b) Manufacturer's 5-year warranty.
- c) Manufacturer's specifications stating the required materials, equipment, and installation procedures.

**METHOD OF MEASUREMENT:**

This work shall be measured for payment per square foot in accordance with PROWAG and the Standard.

**BASIS OF PAYMENT:**

This work shall be paid for at the contract unit price per square foot for DETECTABLE WARNINGS, which price shall include all labor, equipment, materials, and incidentals required to complete the work to current standards and in a workmanlike manner.

**HMA SURFACE REMOVAL, 3.50 INCH**

**HMA SURFACE REMOVAL (PROFILE MILLING), 3.50 INCH TO 5.00 INCH**

**WORK DESCRIPTION:**

This work shall consist of saw cutting the pavement to a depth not to exceed 5 inches at each construction limit to create a joint between the parts of the pavement that will be removed and that which will remain. The Contractor shall remove and dispose 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 edge of pavement, the pavement surface will typically be milled down to a depth of 3.50 inches. The relative depth of the milling will vary depending on the elevation differential between the

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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 due to negligence the Contractor damages any existing curb, it shall be replaced to the satisfaction of the Engineer; no additional compensation will be allowed. Repairs will include complete removal and replacement of the damaged section of curb/gutter the length of which shall be determined by the Engineer. In all cases, 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. The material removed shall be loaded directly onto a truck.

On Heather Road there will be profile milling that will change from 3.50 inch at the edge of pavement to 5.00 inch at the centerline of the roadway.

**METHOD OF MEASUREMENT:**

This work shall be measured using the method of averages for payment in square yards.

**BASIS OF PAYMENT:**

This work will be paid for at the contract unit price per square yard for HMA SURFACE REMOVAL, 3.50 INCH; or HMA SURFACE REMOVAL (PROFILE MILLING), 3.50 INCH TO 5.00 INCH, which price will include all labor, equipment, materials and incidentals necessary to complete the work to current standards.

**DRIVEWAY PAVEMENT REMOVAL**

**WORK DESCRIPTION:**

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

After the driveway pavement is removed, the granular sub-base shall be compacted before repaving the driveway. All the material removed shall be loaded immediately onto a truck and hauled away.

Driveways shall be replaced within 48 hours after removal. Any existing pavement damaged outside the removal limits shall be replaced to the satisfaction of the Engineer. No additional compensation will be allowed.

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**METHOD OF MEASUREMENT:**

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

**BASIS OF PAYMENT:**

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

**SIDEWALK REMOVAL**

**WORK DESCRIPTION:**

This work shall be done in accordance with applicable requirements of Section 440 of the Standard Specifications. It will include saw cutting across the sidewalk to separate the sidewalk to be removed from the sidewalk that will remain in place. Saw cutting the joints and the disposal of the spoils shall be included in the contract unit price of this item. The Contractor shall protect the parkway from unnecessary damage and rutting while removing the sidewalk. All material to be removed shall be loaded immediately onto a truck and disposed of off the jobsite. At no time shall the Contractor place the material to be removed on the jobsite.

**METHOD OF MEASUREMENT:**

This work shall be measured for payment per square foot in accordance with the Standard Specifications.

**BASIS OF PAYMENT:**

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

**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 Contractor shall protect the new pavement from all spills. Excess grout or spoils shall be removed immediately and at no time shall it be placed on, or left in the parkway, on the curb, 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

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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, MASONRY PLACEMENT, OR REMOVAL AND RE-PLACEMENT**

**WORK DESCRIPTION:**

This work consists of the removing and re-placing existing pavers and stones at various locations. 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 compacted mechanically then regraded with fine aggregate supplied by the Contractor. The pavers or stones 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 shall 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.

**METHOD OF MEASUREMENT:**

This work shall be measured for payment per square foot.

**BASIS OF PAYMENT:**

This work shall be paid for at the contract unit price per square foot for BRICK PAVER, STONE, MASONRY PLACEMENT, OR REMOVAL AND RE-PLACEMENT, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and in a workmanlike manner.

**SPOT CURB REMOVAL AND REPLACEMENT**

**WORK DESCRIPTION:**

This work consists of the spot removal, disposal, and replacement of curb and gutter as specified herein and 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. All curb sections removed shall be at least five (5') feet in length.

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

It will be the responsibility of the Contractor to protect the new curb from the weather and from vandalism. Any portion of the curb that the City does not accept shall be removed and replaced by the

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Contractor and no additional compensation will be allowed to replace it.

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

**METHOD OF MEASUREMENT:**

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

**BASIS OF PAYMENT:**

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

**TRAFFIC CONTROL AND PROTECTION**

**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 contact the Engineer at least **72 hours** before beginning any of the TCP devices are delivered on site.

The Contractor shall be required to use the latest version of the highway standards listed in the plan set

**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

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

**METHOD OF MEASUREMENT:**

This item shall be measured for payment per square yard.

**BASIS OF PAYMENT:**

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

**HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH**

**WORK DESCRIPTION:**

This work shall consist of the replacement of hot-mix asphalt (HMA) driveways with the HMA Surface Course specified in this bid document at the locations and matching the in-place, compacted thickness' up to 4 inches.

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

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**METHOD OF MEASUREMENT:**

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

**BASIS OF PAYMENT:**

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

**SIDEWALK REPAIR (SPECIAL)**

**WORK DESCRIPTION:**

The work consists of saw cutting sidewalk to remove trip hazards at locations meeting each of the following criteria. The method employed to remove sidewalk trip hazards shall be by Precision Concrete Cutting / Safe Step (see [www.safesidewalk.com](http://www.safesidewalk.com)) or an equal method that is approved by the Engineer. No grinding of sidewalks will be allowed.

**Sawing Criteria**

1. Sidewalk squares with elevation differences between 3/8 inch and 1 ¼ inch.
2. The Contractor shall submit a list to the Engineer identifying all sidewalk squares that had elevation differences that are greater than 1/4 inch or that are cracked and/or deteriorated and could not be repaired.
2. Sidewalk squares that contain a single crack with an elevation difference per the above criteria.
3. If saw cutting is needed at curb ramps either the curb or the sidewalk can be cut providing that after the cutting the flow line of the curb drains in a positive direction and the back of the curb is sloped in such a way that there is positive drainage across the curb to the flow line.
4. The Contractor shall not perform sawing on sidewalk that meets or exceeds the following deterioration levels and shall include them on the list in Item#2 above:
  - a. Spalling of more than 25% of the sidewalk surface.
  - b. Opened cracks greater than 1/8 inch or cracks with any elevation difference across the crack.

**Public Convenience and Safety**

1. The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of businesses, churches, and to allow access by pedestrians, emergency personnel, delivery and service vehicles at all times.
2. The Contractor shall properly barricade the work area all tools and equipment shall not be left or stored on the sidewalk or on private property.
3. Any temporary shutdown of existing access, shall be kept to a minimum and shall be maintained whenever possible.
4. Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

Limitations of Operations

1. The saw cutting shall be done with a dry cutting tool. The concrete dust resulting from the cutting operation, shall be controlled with a saw-mounted vacuum hood. Remaining debris, cuttings, and concrete dust shall be cleaned from the sidewalk surface as well as the surrounding area. Vacuums shall be equipped with HEPA filters. Surface dust and debris must be swept and removed from the site immediately.

Saw Cutting of Sidewalks, Driveways, and Curbs - Description

1. The Contractor shall take precautions during saw cutting operations not to disfigure, scar, or impair any surrounding surfaces, plantings or other assets (public or private).
2. All trip hazards marked for saw cutting shall be removed in accordance with the American with Disabilities Act Accessibility Guidelines (ADAAG). The surface of the cut shall be tapered at a 1:12 slope and must have smooth uniform appearance and texture with a coefficient of friction of at least 0.6.
3. The finished result of each cut shall be taken to a zero point of differential settlement along the entire length of the cut and to both edges of the sidewalk to eliminate trip hazards the full width of the sidewalk.
4. All saw cutting shall be done with a tool that is capable of cutting at any angle and able to remove the trip hazard completely up to all edges of the sidewalk.
5. Existing concrete, asphalt mixes, or other types of material used to shim raised sidewalks shall be removed from adjacent sidewalk stones prior to saw cutting sidewalk.

**METHOD OF MEASUREMENT:**

This work will be measured for payment per each repair.

**BASIS OF PAYMENT:**

This work shall be paid for at the contract unit price per each SIDEWALK REPAIR (SPECIAL), which price shall include all labor, equipment, materials and incidentals necessary to complete the work to current standards and in a workmanlike manner.

**DRAINAGE UTILITY STRUCTURES TO BE ADJUSTED**

**WORK DESCRIPTION:**

This work consists of the adjustment of existing storm, sanitary, or water vault frames within the construction limits. Class PP concrete shall be used to patch roads with a PCC base. During the adjustment operation, all deteriorated frames shall be replaced as directed by the Engineer. The City will

City of Geneva  
2022 STREET AND DRAINAGE IMPROVEMENTS

supply replacement frames, lids and/or grates to replace those that are broken or deteriorated. The adjustment shall include the use of a preformed bituminous joint sealant, which shall be placed between the frame and the PCC adjusting rings. Grout shall be acceptable for use between each PCC adjusting ring. The inside of the structure will be grouted with mortar mix no more than 2 feet below the bottom of the frame, the price of which shall be included in the price of the adjustment item.

The adjustment pay item shall include the disposal of the old frame, lids and/or grate and the reuse or placement of new frames, lids and/or grates supplied by the City.

For the Type-1 frame and grate the City may elect to use metallic adjusting rings inside the existing frames to raise the lids to the new elevations. If the City elects to use this type of adjusting ring, the City will supply and place the metallic adjusting ring. The Contractor will not be compensated for this work or any reasonable down time required for their installation. After the first lift of asphalt is placed the Contractor shall identify the structures he will need adjusted with metallic rings. In this case the Contractor shall determine the height of the adjusting rings needed.

**METHOD OF MEASUREMENT:**

This item shall be measured per each for each Drainage and Utility Structures to be Adjusted.

**BASIS OF PAYMENT:**

This work will be paid for at the contract unit price for each DRAINAGE UTILITY STRUCTURES TO BE ADJUSTED. The unit price shall include all labor, materials, incidentals and equipment necessary to complete the work to current standards and as described herein.

**PERFORATED DRAIN TILE, 8 INCH**

**WORK DESCRIPTION:**

This work consists of constructing storm sewer down the center of an alley paved with Portland Cement Concrete. The alley is located off Manchester Course. The location is shown in the plans. The material and installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications.

Connecting this drain tile to the existing drainage structure shall be compensated separately under the pay item CONNECTION TO EXISTING DRAIN MANHOLE.

The drain tile shall be enveloped in an aggregate meeting the gradation of CA-7. This material shall be placed up to 12 inches above the drain tile. The aggregate and the drain tile shall then be wrapped with a nonwoven filter fabric. The rest of the trench shall be backed filled up to the bottom of the pavement with CA-6 and mechanically compacted to density accepted by the Engineer.

City of Geneva  
2022 STREET AND DRAINAGE IMPROVEMENTS

The Portland Cement Concrete pavement shall be replaced in kind with a broom finish. This task shall be compensated under CLASS C PATCHES pay items using the appropriate mix design for the application according to Section 442 of the Standard Specifications see Article 442.02(a).

**METHOD OF MEASUREMENT:**

This work shall be measured for payment per linear foot.

**BASIS OF PAYMENT:**

This work will be paid at the contract unit price per linear foot for PERFORATED DRAINTIL, 8 INCH, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and in a workmanlike manner.

**STORM SEWER, CLASS-B, TYPE-2, 8 INCH**

**WORK DESCRIPTION:**

This work consists of constructing a storm sewer in front of #216 James Street. The material and installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications.

Connecting this drain tile to the existing drainage structure shall be compensated separately under the pay item CONNECTION TO EXISTING DRAIN MANHOLE.

**METHOD OF MEASUREMENT:**

This work shall be measured for payment per linear foot.

**BASIS OF PAYMENT:**

This work will be paid at the contract unit price per foot for STORM SEWER, CLASS-B, TYPE-2, 8 INCH, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and specifications.

**STORM SEWER REPLACEMENT, CLASS-B, TYPE-2, 15 INCH (TRENCHLESS TECHNOLOGY)**

**WORK DESCRIPTION:**

This work consists of replacing a 15 inch vitrified clay storm sewer on Center Street between Richards Street and Anderson Boulevard using trenchless technology. The installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications in so far as they apply and the pipe materials shall meet the class and type specified.

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**METHOD OF MEASUREMENT**

This work shall be measured for payment per linear foot.

**BASIS OF PAYMENT**

This work will be paid at the contract unit price per linear foot for STORM SEWER REPLACEMENT, CLASS-B, TYPE-2, 15 INCH (TRENCHLESS TECHNOLOGY), which price shall include all labor, equipment, materials, and incidentals necessary to complete the work to current standards and in a workmanlike manner.

**PROPOSAL**

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

Proposal is submitted in duplicate by                     **GENEVA CONSTRUCTION CO.**                      
                    **P.O. BOX 998**                    **AURORA, IL 60507-0998**                    

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform 2022 STREET AND DRAINAGE IMPROVEMENTS 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 2022 STREET AND DRAINAGE IMPROVEMENTS in accordance with the attached Specifications and Documents.

**RETURN WITH BIDS**

CITY OF GENEVA, ILLINOIS

**SIGNATURES**

(If an Individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

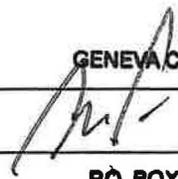
Business Address \_\_\_\_\_

Insert Names and Addresses of All Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name GENEVA CONSTRUCTION CO.

Signed By President  CASS W. PRICE, VICE PRESIDENT

Business Address P.O. BOX 998 AURORA, IL 60507-0998

Insert Names of Officers:

President JOHN P. BRYAN

Secretary MICHAEL P. BRYAN

Treasurer JOHN MILLER

Attest By <sup>Treasurer</sup> Secretary: 



2022 STREET AND DRAINAGE IMPROVEMENTS

SCHEDULE OF PRICES

NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	TOTALS
1	EARTH EXCAVATION	CU YD	27.00	65.00	1755.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	12.00	65.00	780.00
3	TRENCH BACKFILL	CU YD	130.00	74.20	9646.00
4	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	12.00	60.00	720.00
5	PREPARATION OF BASE	SQ YD	6,300.00	0.80	5040.00
6	AGGREGATE BASE REPAIR, 12 INCH	SQ YD	109.00	33.00	3597.00
7	BITUMINOUS MATERIAL (PRIME COAT)	GAL	12,282.00	0.01	122.82
8	AGGREGATE (PRIME COAT)	TON	80.00	15.00	1200.00
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	6,720.00	82.00	551,040.00
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	4,478.00	90.00	403,020.00
11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	64.00	88.00	5632.00
12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	4,384.00	8.60	37,702.40
13	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	120.00	10.00	1200.00
14	DETECTABLE WARNINGS	SQ FT	232.00	35.00	8120.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, 3.50 INCH	SQ YD	49,429.00	4.00	1,97,716.00
16	HOT-MIX ASPHALT SURFACE REMOVAL (PROFILE MILLING), 3.50 INCH TO 5.00 INCH	SQ YD	3,833.00	4.75	18,206.25
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	123.00	13.00	1599.00
18	SIDEWALK REMOVAL	SQ FT	4,384.00	1.60	7014.40
19	CLASS C PATCHES, TYPE II, 7 INCH	SQ YD	120.00	85.00	10,200.00
20	CLASS C PATCHES, TYPE III, 7 INCH	SQ YD	78.00	81.00	6318.00
21	CLASS C PATCHES, TYPE IV, 7 INCH	SQ YD	767.00	78.00	59,826.00
22	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	50.00	52.00	2600.00
23	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	2.00	335.00	670.00
24	INLET, TY-A, 24 INCH, TY-11 F&G	EACH	2.00	3257.90	6515.80
25	INLET REMOVAL AND REPLACEMENT, TY-A, 24 INCH, TY-11 F&G	EACH	1.00	4238.96	4238.96

NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	TOTALS
26	MANHOLE REMOVAL AND REPLACEMENT, TY- A, 48 INCH, TY-1 F&G	EACH	1.00	7640.78	7640.78
27	PAVEMENT MARKING REMOVAL	SQ FT	3,000.00	1.00	3000.00
28	GROUT REMOVAL AND REPLACEMENT	EACH	67.00	110.00	7370.00
29	BRICK PAVER, STONE AND MASONRY REMOVAL AND REPLACEMENT	SQ FT	260.00	12.00	3120.00
30	SPOT CURB REMOVAL AND REPLACEMENT	FOOT	3,458.00	43.00	148,694.00
31	TRAFFIC CONTROL AND PROTECTION	L SUM	1.00	13,650.00	13,650.00
32	URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	588.00	5.50	3234.00
33	URETHANE PAVEMENT MARKING - LINE 4 INCH	FOOT	48,501.00	0.82	39,770.82
34	URETHANE PAVEMENT MARKING - LINE 6 INCH	FOOT	5,220.00	1.25	6525.00
35	URETHANE PAVEMENT MARKING - LINE 12 INCH	FOOT	1,462.00	2.50	3655.00
36	URETHANE PAVEMENT MARKING - LINE 24 INCH	FOOT	653.00	5.50	3591.50
37	PARKWAY RESTORATION	SQ YD	1,100.00	12.00	13,200.00
38	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH	SQ YD	91.00	43.00	3913.00
39	SIDEWALK REPAIR (SPECIAL)	EACH	300.00	71.65	21,495.00
40	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	19.00	460.00	8740.00
41	CONNECTION TO EXISTING MANHOLE	EACH	3.00	2782.40	8347.20
42	PERFORATED DRAIN TILE, 8 INCH	FOOT	250.00	177.59	44,397.50
43	STORM SEWER, CLASS-B, TYPE-2, 8 INCH	FOOT	73.00	176.38	12,875.74
44	STORM SEWER REPLACEMENT, CLASS-B, TY-2, 15 INCH (TRENCHLESS TECHNOLOGY)	FOOT	320.00	290.00	92,800.00
	<b>FOR HMA:</b>	<b>TOTAL</b>			1,790,499.62
	<b>ALTERNATE</b>				
A14	HOT-MIX ASPHALT SURFACE COURSE, (SPECIAL), 1.50 INCH	TON	4,478.00	92.00	411,976.00
	<b>FOR WMA:</b>	<b>TOTAL</b>			411,976.00

AFFIDAVIT OF EXPERIENCE

STATE OF Illinois )  
 )SS  
COUNTY OF Kane )

Cass W. Price being duly sworn, that he is  
Vice President, of GENEVA CONSTRUCTION CO.  
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

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

<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>City of Aurora</u>	<u>STREET RESURFACE</u>	<u>5,400,000.00</u>
<u>Village of North Aurora</u>	<u>STREET RESURFACE</u>	<u>1,500,000.00</u>
<u>City of St Charles</u>	<u>STREET RESURFACE</u>	<u>1,200,000.00</u>

and that \_\_\_\_\_ 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>CAT Loader</u>	<u>2020</u>	<u>CAT SKIDSTEER</u>	<u>2020</u>
<u>CAT Loader</u>	<u>2020</u>		
<u>Gravel</u>	<u>2013</u>		

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

<u>Name of Job</u>	<u>Engineer or Owner</u>
<u>City of Aurora 2021</u>	<u>Tim Weigler</u>
<u>City of St. Charles 2021</u>	<u>Ken Jay</u>
<u>Village of North Aurora</u>	<u>Brandon Tomerelli</u>

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

Subscribed and sworn to before me this 13<sup>th</sup> day of June 2022.



Bobbi L Sadnavitch  
Notary Public

**CERTIFICATION FOR BID**

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

2022 STREET AND DRAINAGE IMPROVEMENTS

, 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.



**CASS W. PRICE**

NAME

**GENEVA CONSTRUCTION CO.**

COMPANY

6/13/22

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

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

**GENEVA CONSTRUCTION CO.**

CONTRACTOR'S NAME

BY:



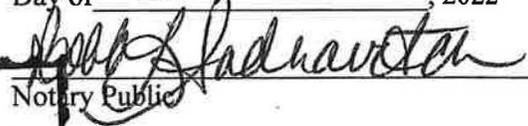
**CASS W. PRICE**

(TITLE)

*VP*

Subscribed and sworn before me this 13<sup>th</sup>

Day of June, 2022



**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.



**CASS W. PRICE**

NAME

**GENEVA CONSTRUCTION CO.**

COMPANY

6/13/2022

DATE

**HOT MIX ASPHALT – PRIME COAT (BDE)**

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

“Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP”

Add the following to Article 406.03 of the Standard Specifications.

- “(i) Vacuum Sweeper ..... 1101.19
- “(j) Spray Paver ..... 1102.06”

Revise Article 406.05(b) of the Standard Specifications to read:

“(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).

- (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is

fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

- (2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft  $\pm$  0.01 (1.21 kg/sq m  $\pm$  0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

**"406.14 Basis of Payment.** Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

**“407.02 Materials.** Materials shall be according to Article 406.02, except as follows.

Item	Article/Section
(a) Packaged Rapid Hardening Mortar or Concrete .....	1018”

Revise Article 407.06(b) of the Standard Specifications to read:

**“(b)** A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b).”

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

**“408.04 Method of Measurement.** Bituminous priming material will be measured for payment according to Article 406.13.”

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

**“408.05 Basis of Payment.** This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING.”

Revise Article 1032.02 of the Standard Specifications to read:

**“1032.02 Measurement.** Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer’s bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer.”

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh			
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	T 59
Residue by Evaporation,	%	50 min.	T 59
Sieve Test,	%	0.3 max.	T 59
Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec.,	dmm	20 max.	T 49
Softening Point,	°C	65 min.	T 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

**"1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

**"1102.06 Spray Paver.** The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

80348

## **WARM MIX ASPHALT (BDE)**

Effective: January 1, 2012

Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

### Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

**"1102.01 Hot-Mix Asphalt Plant.** The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of  $\pm 2$  percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).  
WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288



**CONTRACT:**

- 1) THIS AGREEMENT, made and concluded the 18<sup>th</sup> day of July, 2022 between the CITY of GENEVA, ILLINOIS acting by and through its MAYOR and CITY COUNCIL known as the party of the first part, and GENEVA CONSTRUCTION COMPANY acting by and through his/there executors, administrators, successors or assigns, known as the party of the second part.
- 2) In consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in an acceptable manner and in accordance with 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 2022 STREET AND DRAINAGE IMPROVEMENTS 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:



Deputy Clerk

The City of GENEVA, ILLINOIS

by [Signature]

CITY ADMINISTRATOR

Attest:

Corporation Name: GENEVA CONSTRUCTION CO.

[Signature] Secretary

[Signature] CASS W. PRICE, VICE PRESIDENT  
President Party of the Second Part

(Seal)

CONTRACT BOND

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

Fidelity and Deposit Company of Maryland 1299 Zurich Way, Schaumburg IL 60196, a corporation and existing under the laws of the State of

Illinois, 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 MILLION, SEVEN HUNDRED NINETYNINE THOUSAND, FOUR HUNDRES FIFTY FIVE - 67/100 Dollars (\$ 1,799,455.67), 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 2022 STREET AND DRAINAGE IMPROVEMENTS 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 14 day of July A.D. 2022

**PRINCIPAL**

GENEVA CONSTRUCTION CPMPANY  
(Company Name)

By: [Signature]  
(Signature)

CASS W. PRICE, VICE PRESIDENT  
(Title)

Attest: [Signature]  
(Signature)

Treasurer  
(Title)

State of Illinois  
County of Kane

I, Bethany L. Bradley a Notary Public in and for said county, in the State aforesaid, do hereby certify that Cass Price and John Miller to me personally known to be

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

Given under my hand and Notarial seal this 14th day of July A.D. 2022.

My commission expires 10-17-25

[Signature]  
Notary Public



**SURETY**

Fidelity and Deposit Company of Maryland  
(Name of Surety)

By: [Signature]  
(Signature of Attorney-in-Fact) Brian V. Konen

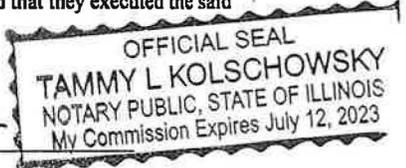
State of IL  
County of Kane

I, Tammy L Kolschowsky a Notary Public in and for said county, in the State aforesaid, do hereby certify that Brian V Konen, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney-in-Fact for Fidelity & Deposit Company of Maryland appeared before me this day in person and acknowledge that they signed the name of Brian V Konen 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 14 day of July A.D. 2022

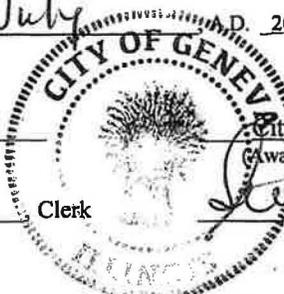
My commission expires 07/12/23

[Signature]  
Notary Public



Approved this 18th day of July A.D. 2022

Attest: [Signature]  
Deputy



[Signature]  
Clerk  
(City Administrator)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brian V. KONEN, Jerry S. KNUDTSON, Terry P. KARTHEISER and Tammy L. KOLSCHOWSKY, all of Aurora, Illinois, EACH**, its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of July, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 15th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of July, 2022.



Brian M. Hodges,  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND**

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

**Disclosure of Terrorism Premium**

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived . This amount is reflected in the total premium for this bond.

**Disclosure of Availability of Coverage for Terrorism Losses**

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

**Disclosure of Federal Share of Insurance Company's Terrorism Losses**

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

**Definition of Act of Terrorism**

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.







Named Insured: Geneva Construction Company  
Policy Number: Q390155296

ERIE INSURANCE  
COMMERCIAL GENERAL LIABILITY  
FIVESTAR CONTRACTORS  
ULTRAFLEX PACKAGE  
UL-RH (Ed. 7/16) UF-3886

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Named Insured: Geneva Construction Company

ERIE INSURANCE  
COMMERCIAL GENERAL LIABILITY  
ULTRAFLEX PACKAGE  
UL-UG (Ed. 6/13) UF-B297  
Policy Number: Q390155296

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS -  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" and "property damage" caused in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contact or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ULTRAFLEX EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### A. Damage to Premises Rented to You - Fire Legal Liability:

1. The following is added to Paragraph 1., **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

##### Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire; lightning; windstorm; hail; explosion; riot, civil commotion; vehicles; aircraft; smoke; vandalism; malicious mischief; water damage; or elevator collision.

2. Exclusions 2.c. through 2.n. of **Section I - Bodily Injury And Property Damage Liability** do not apply to this coverage. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

We do not cover liability assumed by the insured except in an "insured contract".

3. Paragraph 9.a. of "insured contract" of **Section V - Definitions** is replaced by the following:

9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire; lightning; windstorm; hail; explosion; riot; civil commotion; vehicles; aircraft; smoke; vandalism; malicious mischief; water damage; or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

#### B. Host Liquor Liability Coverage

The following is added to Paragraph 2.c. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the giving or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, or serving of alcoholic beverages.

#### C. Non-Owned Watercraft

Paragraph 2.g.2)a) **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

#### D. Incidental Medical Malpractice

1. The following is added to Paragraph 1., **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. The following is added to Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage:**

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
  - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
  - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice, or instruction.

- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
  - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice, or instruction.
3. The following is added to **Section V - Definitions**:  
 "Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:
- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- E. Volunteer Workers - Medical Payments**
- The following is added to Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**:
- We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured activities.
- F. Attorney's Fees**
- The following is added to **Section I - Supplementary Payments - Coverages A and B**:
- All reasonable attorneys' fees up to \$100 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

**G. Municipal Supervisors**

The following is added to **Section II - Who Is An Insured**:

Supervisors, if you are a municipality.

**H. The following is added to the definition of "products-completed operations hazard" of Section V - Definitions:**

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

**I. Waiver of Subrogation**

**Transfer of Right of Recovery Against Others to Us - Section IV - Conditions** is replaced by the following:

We waive any right of recovery we may have against the additional insured because of payments we have made under this Coverage Part. However, our rights may only be waived prior to the "bodily injury" or "property damage" caused by the "occurrence" which we have made payments under this Coverage Part.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

**J. Primary and Non-Contributory Insurance**

The following is added to Paragraph 4. - **Other Insurance** of **Section IV - Conditions**:

Where required by a written contract or agreement, this insurance is primary and non-contributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess or non-contributing, whichever applies, with this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT**  
**(ILLINOIS)**

*This enhancement endorsement modifies coverage provided in your Commercial Auto Policy (CAP; Ed. 4/96) and Policy Change Endorsement ACLA01. It provides coverage enhancements to the following portions of your Commercial Auto Policy:*

**WHEN AND WHERE THIS POLICY APPLIES**

*The following sentence is added to this section:*

Liability coverage for **hired autos**, as defined in the **Autos We Insure** Section of the policy, is provided for up to 45 days anywhere in the world, but coverage only applies to **hired autos** when the auto is hired, rented or borrowed for use in **your business** without a driver. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

*The following subparts are added to this section:*

**MEDICAL EVACUATION BENEFITS**

If an emergency evacuation is required because of injury you sustain outside of the United States resulting from an **accident** involving an **auto we insure**, and a physician determines that adequate medical care cannot be performed locally, we will pay for the following services and expenses:

1. medical services required for evacuation to the nearest adequate medical facility;
2. escort services if you are disabled as recommended by a physician;
3. ambulance service to the nearest airport, including air ambulance service upon departure;
4. special transportation costs to return you to the United States, including the cost of a stretcher, oxygen or other supplemental medical devices as deemed necessary by a physician; and
5. any expenses above the cost of a return airfare ticket held by you, or in the absence of a ticket the cost of an economy airfare ticket.

The maximum benefit payable under this coverage shall not exceed \$50,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

**REPATRIATION BENEFIT**

If you die from injuries suffered in a covered **accident** that occurs outside of the United States we will pay for expenses

incurred for the preparation and transportation of **your body** back to the United States. The maximum benefit payable under this coverage shall not exceed \$25,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

**AUTOS WE INSURE**

**2. Hired Autos**

*The sentence added to this section in Policy Change Endorsement ACLA01 is deleted and replaced by the following:*

Physical Damage coverage up to \$100,000 actual cash value is provided on an excess basis for **hired autos** if hired auto liability coverage has been purchased and if there is an **owned auto we insure** on the policy with physical damage coverage. A \$500 deductible applies per loss.

**LIABILITY PROTECTION**

**PERSONS WE PROTECT**

*The following paragraphs are added at the end of this section:*

4. any employee of yours while using an **auto you do not own, borrow or hire** in **your business** or personal affairs. *For purposes of this paragraph, item 2.b. under **PERSONS WE PROTECT** in the policy does not apply.*
5. any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest if there is no similar insurance available to that organization. Coverage is afforded until the 180<sup>th</sup> day after you acquire or form the organization or to the end of the policy period, whichever is earlier. Coverage does not apply to bodily injury or property damage resulting from an **accident** that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is shown as a **Named Insured** in the Declarations.

6. any person or organization with whom you agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy is an additional insured. Such person or organization is an additional insured only with respect to your ownership, maintenance or use of an auto we insure. The insurance provided for such additional insureds applies solely to liability arising out of your business operations. This coverage is primary and noncontributory with respect to the additional insured.

## LIMITATIONS ON OUR DUTY TO PAY

### What We Do Not Cover – Exclusions

*Exclusion 5. is deleted and replaced by:*

5. bodily injury to a fellow employee of anyone we protect arising out of and in the course of employment.

This exclusion does not apply if all employees are covered by a Workers Compensation & Employers Liability policy.

## PHYSICAL DAMAGE COVERAGES

### ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES)

*The following additional payments are added to this section:*

9. reasonable towing and labor costs up to \$75 per disablement to any owned auto that is insured as a commercial passenger auto, or up to \$150 per disablement for any light or medium duty truck not exceeding 26,000 pounds gross vehicle weight. Labor must be done at the sight of the disablement.
10. full replacement cost coverage for any owned auto or trailer that is involved in a total loss resulting from an accident or theft that occurs within 90 days of the purchase date. The owned auto or trailer must have been purchased new by you (never previously titled), and scheduled on the policy **Declarations**.
11. any unpaid amount due on the lease or loan for an owned auto we insure in the event of a total loss to that auto. The auto must have been leased or purchased new, and not previously titled to another person or corporation. Payment will apply less:
  - a. any amount paid under the Physical Damage Coverages section of this policy; and
  - b. any overdue loan or lease payments at the time of loss;
  - c. any financial penalties imposed under a lease for excessive use, abnormal wear or tear, high mileage, or other similar charges;
  - d. any security deposits not refunded by the lessor or financial institution;

- e. any costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease;
- f. any carry-over balances from previous leases or loans.

You are responsible for any deductibles that may apply.

12. up to \$200 per day for loss of income resulting from a Comprehensive or Collision loss to an auto we insure if the loss is caused by an interruption of business use of that auto. The following provisions apply:
  - a. Coverage starts 48 hours after the date of the loss that causes the downtime. Downtime refers to the exact number of days the auto is down and cannot be used for business purposes;
  - b. Payment ends on the date the auto is returned to you in useable condition, or a replacement auto is made available to you. However, this coverage shall not exceed 30 days from the time payment begins;
  - c. You are required to make necessary replacement or repairs to resume operations as soon as possible;
  - d. Payment under this coverage will be excess over any payments made under the Comprehensive or Collision coverage section of the policy;
  - e. Coverage does not apply if a similar replacement vehicle is available that you could use to continue or resume business operations.

## ADDITIONAL TRANSPORTATION EXPENSES

*The following optional coverage applies only if a premium is shown for COMMERCIAL AUTO ENHANCEMENT COVERAGE W/TRANSPORTATION EXPENSES on your Declarations.*

*Item 2. is deleted from PHYSICAL DAMAGE COVERAGES, ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES) in the policy and policy change endorsement ACLA01 and replaced by the following:*

2. transportation expenses resulting from a Comprehensive or Collision loss we cover. We will pay these expenses until:
  - a. the auto we insure is returned to you in reasonable condition; or
  - b. we offer settlement;

whichever comes first. The payment for transportation expenses resulting from a Comprehensive loss will not exceed \$65 per day nor total more than \$2,925 per loss unless a higher limit is purchased. The payment for transportation expenses resulting from a Collision loss will not exceed \$65 per day nor total more than \$2,925

per loss unless a higher limit is purchased. No waiting period applies.

This coverage is in addition to any Transportation Expenses Coverage purchased under this policy.

## **RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS**

### **WAIVER OF SUBROGATION**

*Condition 12. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:*

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after **accident** or loss to impair them.

We waive any right of recovery we may have against a person or organization identified as an additional insured because of payments we make for injury or damage arising out of the ownership, maintenance or use of an **auto** under a contract with that additional insured.

Policy #: Q875101817

ERIE INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
WC 00 03 13 (Ed. 1/86) UF-8641

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### **Schedule**

“Organizations for which the Named Insured has agreed to by written contract executed prior to the loss to furnish waiver”

(Please see the Miscellaneous Information Page for Schedule.)

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