



**RESOLUTION NO. 2023-56**  
**RESOLUTION AUTHORIZING ACCEPTANCE OF GENEVA CONSTRUCTION**  
**COMPANY’S S BID FOR THE 2023 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 Aurora, Illinois, in the form attached hereto as Exhibit “A”, relating to storm sewer replacement, seal coating, pavement patching, pavement marking and the resurfacing of various City Streets in the City of Geneva, IL in the amount not to exceed \$2,545,587.73.

**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 \_\_\_\_\_, 2023

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

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



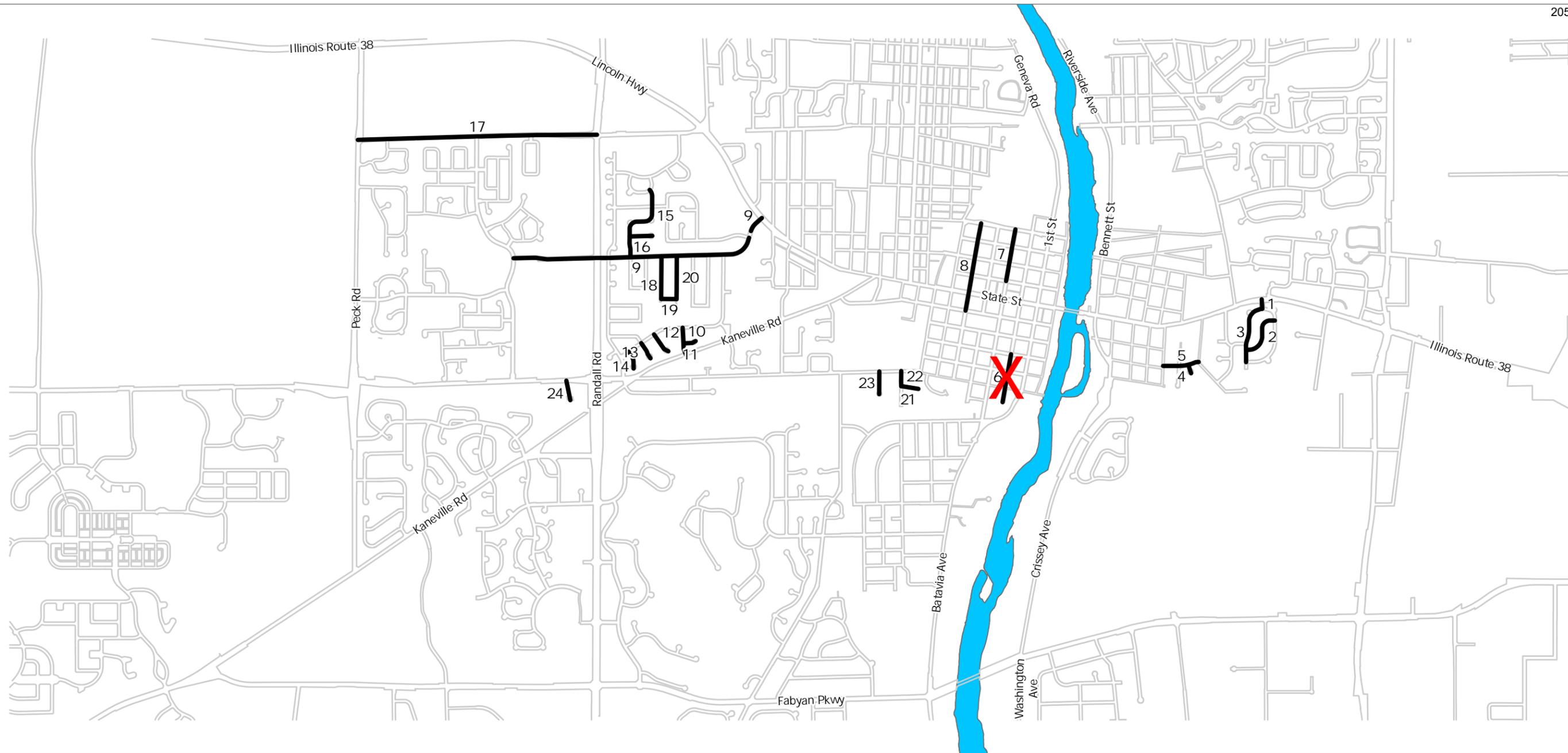
## 2023 STREET IMPROVEMENTS

BID TABULATION

April 8, 2023

ITEM	DESCRIPTION	UNIT	QTY	ENGINEERS ESTIMATE		Geneva Construction Co Aurora, Illinois Ph 630-892-4357 FX 630-892-7738		Builders Paving LLC Hillside, Illinois Ph 847-419-9000 Fx 847-419-9050		Plote Construction, Inc Hoffmann Estates, IL Ph 847-695-9300 FX 847-695-93.17	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	EARTH EXCAVATION	CU YD	60.00	\$ 65.00	\$ 3,900.00	\$ 60.00	\$ 3,600.00	\$ 75.00	\$ 4,500.00	\$ 165.00	\$ 9,900.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	15.00	\$ 65.00	\$ 975.00	\$ 68.00	\$ 1,020.00	\$ 60.00	\$ 900.00	\$ 165.00	\$ 2,475.00
3	TRENCH BACKFILL	CU YD	44.00	\$ 75.00	\$ 3,300.00	\$ 45.00	\$ 1,980.00	\$ 51.50	\$ 2,266.00	\$ 65.00	\$ 2,860.00
4	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	48.00	\$ 60.00	\$ 2,880.00	\$ 75.00	\$ 3,600.00	\$ 60.00	\$ 2,880.00	\$ 45.50	\$ 2,184.00
5	PREPARATION OF BASE	SQ YD	11,143.00	\$ 0.80	\$ 8,914.40	\$ 0.75	\$ 8,357.25	\$ 1.00	\$ 11,143.00	\$ 2.40	\$ 26,743.20
6	AGGREGATE BASE REPAIR, 12 INCH	SQ YD	140.00	\$ 33.00	\$ 4,620.00	\$ 34.00	\$ 4,760.00	\$ 42.00	\$ 5,880.00	\$ 75.00	\$ 10,500.00
7	BITUMINOUS MATERIAL (PRIME COAT)	GAL	17,697.00	\$ 2.00	\$ 35,394.00	\$ 0.01	\$ 176.97	\$ 2.00	\$ 35,394.00	\$ 0.01	\$ 176.97
8	AGGREGATE (PRIME COAT)	TON	125.00	\$ 15.00	\$ 1,875.00	\$ 5.00	\$ 625.00	\$ 1.00	\$ 125.00	\$ 0.01	\$ 1.25
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	6,706.00	\$ 81.75	\$ 548,215.50	\$ 83.00	\$ 556,598.00	\$ 78.50	\$ 526,421.00	\$ 81.00	\$ 543,186.00
10	HOT-MIX ASPHALT SURFACE COURSE (SPECIAL)	TON	10,883.00	\$ 90.00	\$ 979,470.00	\$ 92.20	\$ 1,003,412.60	\$ 87.00	\$ 946,821.00	\$ 88.50	\$ 963,145.50
11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	93.00	\$ 88.00	\$ 8,184.00	\$ 105.00	\$ 9,765.00	\$ 95.00	\$ 8,835.00	\$ 85.00	\$ 7,905.00
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH	SQ YD	225.00	\$ 125.00	\$ 28,125.00	\$ 130.00	\$ 29,250.00	\$ 125.00	\$ 28,125.00	\$ 110.00	\$ 24,750.00
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	15,812.00	\$ 8.60	\$ 135,983.20	\$ 10.00	\$ 158,120.00	\$ 11.00	\$ 173,932.00	\$ 9.40	\$ 148,632.80
14	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	640.00	\$ 10.00	\$ 6,400.00	\$ 13.00	\$ 8,320.00	\$ 13.00	\$ 8,320.00	\$ 11.30	\$ 7,232.00
15	DETECTABLE WARNINGS	SQ FT	512.00	\$ 35.00	\$ 17,920.00	\$ 38.00	\$ 19,456.00	\$ 38.00	\$ 19,456.00	\$ 25.50	\$ 13,056.00
16	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75 INCH	SQ YD	66,640.00	\$ 2.00	\$ 133,280.00	\$ 2.50	\$ 166,600.00	\$ 2.50	\$ 166,600.00	\$ 2.85	\$ 189,924.00
17	HOT-MIX ASPHALT SURFACE REMOVAL, 3.50 INCH	SQ YD	10,495.00	\$ 4.00	\$ 41,980.00	\$ 4.55	\$ 47,752.25	\$ 5.50	\$ 57,722.50	\$ 5.70	\$ 59,821.50
18	HOT-MIX ASPHALT SURFACE REMOVAL, 4.75 INCH	SQ YD	20,522.00	\$ 4.85	\$ 99,531.70	\$ 5.30	\$ 108,766.60	\$ 6.75	\$ 138,523.50	\$ 5.60	\$ 114,923.20
19	HOT-MIX ASPHALT SURFACE REMOVAL (PROFILE MILLING), 3.50 INCH TO 4.75 INCH	SQ YD	6,944.00	\$ 4.50	\$ 31,248.00	\$ 5.60	\$ 38,886.40	\$ 5.50	\$ 38,192.00	\$ 4.80	\$ 33,331.20
20	DRIVEWAY PAVEMENT REMOVAL	SQ YD	174.00	\$ 13.00	\$ 2,262.00	\$ 20.00	\$ 3,480.00	\$ 15.00	\$ 2,610.00	\$ 35.00	\$ 6,090.00
21	SIDEWALK REMOVAL	SQ FT	16,652.00	\$ 1.60	\$ 26,643.20	\$ 2.50	\$ 41,630.00	\$ 1.50	\$ 24,978.00	\$ 2.45	\$ 40,797.40
22	SOLID MEDIAN RAISED, REMOVAL AND REPLACEMENT	FOOT	70.00	\$ 85.00	\$ 5,950.00	\$ 100.00	\$ 7,000.00	\$ 95.00	\$ 6,650.00	\$ 76.50	\$ 5,355.00
23	CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	22.00	\$ 125.00	\$ 2,750.00	\$ 245.00	\$ 5,390.00	\$ 225.00	\$ 4,950.00	\$ 375.00	\$ 8,250.00
24	CLASS D PATCHES, TYPE II, 4 INCH	SQ YD	176.00	\$ 64.00	\$ 11,264.00	\$ 42.00	\$ 7,392.00	\$ 44.00	\$ 7,744.00	\$ 85.00	\$ 14,960.00
25	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	1,482.00	\$ 52.00	\$ 77,064.00	\$ 32.50	\$ 48,165.00	\$ 40.50	\$ 60,021.00	\$ 49.70	\$ 73,655.40
26	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	2.00	\$ 335.00	\$ 670.00	\$ 330.00	\$ 660.00	\$ 450.00	\$ 900.00	\$ 550.00	\$ 1,100.00
27	PERFORATED DRAIN TILE, 10 INCH	FOOT	210.00	\$ 175.00	\$ 36,750.00	\$ 80.00	\$ 16,800.00	\$ 36.50	\$ 7,665.00	\$ 255.00	\$ 53,550.00
28	INLET, TYPE-A, TYPE-I FRAME AND GRATE	EACH	2.00	\$ 3,100.00	\$ 6,200.00	\$ 1,810.06	\$ 3,620.12	\$ 2,300.00	\$ 4,600.00	\$ 4,450.00	\$ 8,900.00
29	INLET REMOVAL AND REPLACEMENT, TYPE-A, TYPE-11 FRAME AND GRATE	EACH	16.00	\$ 3,500.00	\$ 56,000.00	\$ 2,600.00	\$ 41,600.00	\$ 3,950.00	\$ 63,200.00	\$ 4,750.00	\$ 76,000.00
30	INLET REMOVAL AND REPLACEMENT, TYPE-B, TYPE-11 FRAME AND GRATE	EACH	2.00	\$ 4,200.00	\$ 8,400.00	\$ 3,500.00	\$ 7,000.00	\$ 3,950.00	\$ 7,900.00	\$ 4,950.00	\$ 9,900.00
31	MANHOLE REMOVAL AND REPLACEMENT, TYPE- A, 48 INCH, TYPE-11 FRAME AND GRATE	EACH	2.00	\$ 7,600.00	\$ 15,200.00	\$ 4,701.45	\$ 9,402.90	\$ 5,200.00	\$ 10,400.00	\$ 13,855.00	\$ 27,710.00
32	PAVEMENT MARKING REMOVAL	SQ FT	3,000.00	\$ 1.00	\$ 3,000.00	\$ 2.00	\$ 6,000.00	\$ 2.15	\$ 6,450.00	\$ 1.00	\$ 3,000.00
33	GROUT REMOVAL AND REPLACEMENT	EACH	82.00	\$ 110.00	\$ 9,020.00	\$ 160.00	\$ 13,120.00	\$ 200.00	\$ 16,400.00	\$ 885.00	\$ 72,570.00
34	BRICK PAVER, STONE AND MASONRY REMOVAL AND REPLACEMENT	SQ FT	188.00	\$ 12.00	\$ 2,256.00	\$ 16.50	\$ 3,102.00	\$ 16.00	\$ 3,008.00	\$ 35.00	\$ 6,580.00
35	SPOT CURB REMOVAL AND REPLACEMENT	FOOT	3,103.00	\$ 43.00	\$ 133,429.00	\$ 50.00	\$ 155,150.00	\$ 50.00	\$ 155,150.00	\$ 60.00	\$ 186,180.00
36	TRAFFIC CONTROL AND PROTECTION	L SUM	1.00	\$ 20,000.00	\$ 20,000.00	\$ 13,350.00	\$ 13,350.00	\$ 20,648.20	\$ 20,648.20	\$ 163,000.00	\$ 163,000.00
37	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1,465.00	\$ 5.50	\$ 8,057.50	\$ 6.00	\$ 8,790.00	\$ 6.40	\$ 9,376.00	\$ 5.00	\$ 7,325.00
38	MODIFIED URETHANE PAVEMENT MARKING - LINE 4 INCH	FOOT	67,217.00	\$ 0.82	\$ 55,117.94	\$ 0.65	\$ 43,691.05	\$ 0.70	\$ 47,051.90	\$ 0.82	\$ 55,117.94
39	MODIFIED URETHANE PAVEMENT MARKING - LINE 6 INCH	FOOT	12,630.00	\$ 1.25	\$ 15,787.50	\$ 1.15	\$ 14,524.50	\$ 1.25	\$ 15,787.50	\$ 1.10	\$ 13,893.00
40	MODIFIED URETHANE PAVEMENT MARKING - LINE 12 INCH	FOOT	2,796.00	\$ 2.50	\$ 6,990.00	\$ 2.25	\$ 6,291.00	\$ 2.50	\$ 6,990.00	\$ 2.50	\$ 6,990.00

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				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
41	MODIFIED URETHANE PAVEMENT MARKING - LINE 24 INCH	FOOT	1,403.00	\$ 5.50	\$ 7,716.50	\$ 6.00	\$ 8,418.00	\$ 6.40	\$ 8,979.20	\$ 5.00	\$ 7,015.00
42	PARKWAY RESTORATION	SQ YD	920.00	\$ 12.00	\$ 11,040.00	\$ 13.85	\$ 12,742.00	\$ 12.00	\$ 11,040.00	\$ 17.50	\$ 16,100.00
43	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH	SQ YD	83.00	\$ 43.00	\$ 3,569.00	\$ 50.00	\$ 4,150.00	\$ 58.50	\$ 4,855.50	\$ 75.00	\$ 6,225.00
44	SIDEWALK REPAIR (SPECIAL)	EACH	505.00	\$ 71.65	\$ 36,183.25	\$ 73.65	\$ 37,193.25	\$ 74.00	\$ 37,370.00	\$ 64.00	\$ 32,320.00
45	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	6.00	\$ 460.00	\$ 2,760.00	\$ 785.00	\$ 4,710.00	\$ 500.00	\$ 3,000.00	\$ 990.00	\$ 5,940.00
46	CONNECTION TO EXISTING DRAINAGE STRUCTURE	EACH	1.00	\$ 2,782.40	\$ 2,782.40	\$ 638.16	\$ 638.16	\$ 750.00	\$ 750.00	\$ 2,697.00	\$ 2,697.00
47	DETECTOR LOOP REPLACEMENT	FOOT	231.00	\$ 30.00	\$ 6,930.00	\$ 16.90	\$ 3,903.90	\$ 16.90	\$ 3,903.90	\$ 16.90	\$ 3,903.90
48	STORM SEWER, CLASS-B, TYPE- I, 10 INCH	FOOT	30.00	\$ 150.00	\$ 4,500.00	\$ 100.00	\$ 3,000.00	\$ 36.50	\$ 1,095.00	\$ 285.00	\$ 8,550.00
49	SEAL COATING	SQ YD	6,106.00	\$ 2.75	\$ 16,791.50	\$ 1.20	\$ 7,327.20	\$ 1.80	\$ 10,990.80	\$ 2.35	\$ 14,349.10
<b>BID TOTALS</b>					<b>\$ 2,687,279.59</b>	<b>\$ 2,709,287.15</b>	<b>\$ 2,740,500.00</b>	<b>\$ 3,098,771.36</b>			
<b>ALTERNATE</b>											
A10	HMA SURFACE COURSE (SPECIAL) FIBER ADDED	TON	10,883.00		\$ -	\$103.00	\$ 1,120,949.00	\$ 95.00	\$ 1,033,885.00	\$ 99.50	\$ 1,082,858.50
A24	CLASS D PATCHES, TYPE II, 4INCH	SQ YD	176.00		\$ -	\$50.00	\$ 8,800.00	\$ 50.00	\$ 8,800.00	\$ 88.00	\$ 15,488.00
A25	CLASS D PATCHES, TYPE IV, 4INCH	SQ YD	1,482.00		\$ -	\$37.50	\$ 55,575.00	\$ 46.00	\$ 68,172.00	\$ 52.50	\$ 77,805.00
<b>ALTERNATE HMA BID</b>						<b>\$1,185,324.00</b>	<b>\$ 1,110,857.00</b>	<b>\$ 1,176,151.50</b>			
<b>PROJECT COST IF ALTERNATE HMA IS USED</b>						<b>\$ 2,835,641.55</b>	<b>2,836,771.00</b>	<b>\$ 3,223,161.96</b>			



ITEM	STREET NAME	FROM	TO
1	RIDGE LANE	E STATE STREET	BRIAR LANE
2	VALLEY LANE	RIDGE LANE	BRIAR LANE
3	BRIAR LANE	RIDGE LANE	S END OF STREET
4	SPRING COURT	SPRING STREET	S END OF CUL DE SAC
5	SPRING STREET	SANDHOLM STREET	KANSAS STREET
<del>6</del>	<del>SECOND STREET</del>	<del>FRANKLIN STREET</del>	<del>S END OF STREET</del>
7	THIRD STREET	STEVENS STREET	HAMILTON STREET
8	FIFTH STREET	STEVENS STREET	W STATE STREET
9	WILLIAMSBURG AVENUE	W STATE STREET	FISHER DRIVE
10	STRATFORD DRIVE	PEPPER VALLEY DRIVE	KANEVILLE ROAD
11	REGENCY COURT	E END OF CUL DE SAC	STRATFORD DRIVE
12	CAPE WAY	PEPPER VALLEY DRIVE	S END OF CUL DE SAC

ITEM	STREET NAME	FROM	TO
13	DEERFIELD WAY	PEPPER VALLEY DRIVE	S END OF CUL DE SAC
14	ESSEX COURT	PEPPER VALLEY DRIVE	S END OF CUL DE SAC
15	WAKEFIELD LANE	BLOOMFIELD CIRCLE	WILLIAMSBURG AVENUE
16	PADDOCK COURT	E END OF CUL DE SAC	WAKEFIELD LANE
17	BRICHER ROAD	RANDALL ROAD	PECK ROAD
18	BEDFORD LANE	WILLIAMSBURG AVENUE	HARTFORD LANE
19	HARTFORD LANE	BRIDGEPORT LANE	BEDFORD LANE
20	BRIDGEPORT LANE	WILLIAMSBURG AVENUE	HARTFORD LANE
21	CRAWFORD STREET	E END OF STREET	S EIGHT STREET
22	S. EIGHTH STREET	SOUTH STREET	CRAWFORD STREET
23	MEAD COURT	SOUTH STREET	S END OF CUL DE SAC
24	LARK STREET	KESLINGER ROAD	S END OF STREET

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**CONTRACT DOCUMENTS**  
**FOR**  
**2023 STREET 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**

**MAY 2023**

*(This Document has 70 Pages Total)*

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NOTICE TO BIDDERS

**Time and Place of Opening of Bids**

Contractors shall submit complete bids in single, sealed envelopes with the words "2023 STREET IMPROVEMENTS" clearly marked on them. Bids will be received by the City of Geneva, Illinois until **10:00 a.m. on Monday; May 8, 2023** 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 2023 STREET IMPROVEMENTS include resurfacing of twenty (24) four different City streets for combined length of five point (5.1) one miles using WMA. There will be spot removal & replacement of curb & sidewalk, pavement patching, removal of trip hazards from, and the removal & replacement of inlets and manholes. The parkway shall be restored with topsoil, seed, mulch and fertilizer. There shall also be pavement marking also.

**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. The plans and specifications are not available on the City's website.
- 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.
- 6) 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.

City of Geneva  
2023 STREET IMPROVEMENTS

- 7) The bidder shall not take advantage of any errors or omissions in the bid documents.
- 8) Bidders may withdraw their proposal providing the bidder makes a request to withdraw their proposal in writing or in person before the scheduled time of the bid opening.
- 9) All employees and suppliers working on this project shall be paid no less than the prevailing wage determined by the Illinois Department of Labor at the time of the bid opening or as adjusted thereafter.
- 10) The Contractor 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 2023 STREET 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  
2023 STREET IMPROVEMENTS**

These Special Provisions, the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2023, (hereinafter referred to as the Standard Specifications); the current Supplemental Specifications and Recurring Special Provision, 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" all of the above shall be current 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 and Standards and any part thereof, shall be included in the associated bid price(s).

**DESCRIPTION OF IMPROVEMENT**

The 2023 STREET IMPROVEMENTS include resurfacing of twenty four (24) different City streets for combined length of five point one (5.1) miles. There will spot removal & replacement of curb and sidewalk. Sidewalk repairs to remove trip hazards shall be done as described herein. New inlets and manholes shall be placed, and some shall be removed and replaced. 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. The parkway shall 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 some of the streets listed in these special provisions and also on other city streets.

The depth of the pavement removal will vary from street to street. There will be four (4) different depths of milling; 1.75", 3.50", 5.00" and a profile milling that goes from 3.50" at the EOP to 5.00" at the centerline; see the proposed cross sections for the replacement thicknesses. 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 directed 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

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complete, but no more than 10 working days shall pass before pavement removal starts. No street 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 shall not be removed from any street if the amount of rain in the extended 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, all standing water shall be removed and the surface shall be dry 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 paid by the Contractor; no additional compensation will be allowed. Driveways disturbed during construction shall be restored in kind.

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

ITEM	STREET NAME	FROM	TO
1	RIDGE LANE	E STATE STREET	BRIAR LANE
2	VALLEY LANE	RIDGE LANE	BRIAR LANE
3	BRIAR LANE	RIDGE LANE	S END OF STREET
4	SPRING COURT	SPRING STREET	S END OF CUL DE SAC
5	SPRING STREET	SANDHOLM STREET	KANSAS STREET
6	SECOND STREET	FRANKLIN STREET	S END OF STREET
7	THIRD STREET	STEVENS STREET	HAMILTON STREET
8	FIFTH STREET	STEVENS STREET	W STATE STREET
9	WILLIAMSBURG AVENUE	W STATE STREET	FISHER DRIVE
10	STRATFORD DRIVE	PEPPER VALLEY DRIVE	KANEVILLE ROAD
11	REGENCY COURT	E END OF CUL DE SAC	STRATFORD DRIVE
12	CAPE WAY	PEPPER VALLEY DRIVE	S END OF CUL DE SAC
13	DEERFIELD WAY	PEPPER VALLEY DRIVE	S END OF CUL DE SAC
14	ESSEX COURT	PEPPER VALLEY DRIVE	S END OF CUL DE SAC
15	WAKEFIELD LANE	BLOOMFIELD CIRCLE	WILLIAMSBURG AVENUE
16	PADDOCK COURT	E END OF CUL DE SAC	WAKEFIELD LANE
17	BRICHER ROAD	RANDALL ROAD	PECK ROAD
18	BEDFORD LANE	WILLIAMSBURG AVENUE	HEARTFORD LANE
19	HARTFORD LANE	BRIDGEPORT LANE	BEDFORD LANE
20	BRIDGEPORT LANE	WILLIAMSBURG AVENUE	HEARTFORD LANE
21	CRAWFORD STREET	E END OF STREET	S EIGHT STREET
22	S. EIGHTH STREET	SOUTH STREET	CRAWFORD STREET
23	MEAD COURT	SOUTH STREET	S END OF CUL DE SAC
24	LARK STREET	KESLINGER ROAD	S END OF STREET

**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:

<u>Item</u>	<u>Date</u>	<u>Comment</u>
Bid Opening	May 1, 2023	10:00AM @ City Hall
City Council Award	June 5, 2023	
Notice of Award	June 6, 2023	
Preconstruction Meeting	June 8, 2023	1:00 PM @ Geneva Public Works
Notice to proceed	June 9, 2023	Tentative
Substantial 95% Completion	October 2, 2023	Punch List Remaining
100% Completion	October 16, 2023	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

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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 value of the remaining work does not exceed 5% of the contract.

Starting on the date the final payment is submitted, 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. 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 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 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 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 any deleterious material prior to seeding and mulching.

**No topsoil shall be worked from the roadway during or after pavement removal.**

### **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 REPAIR AND PREPARATION OF BASE COURSE.

#### **DELIVERY OF PROPOSALS**

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

#### **INTERPRETATION OF BID DOCUMENTS**

Bidders' questions on the intent or meaning of the bid documents shall be submitted in writing. Bidders' questions on the intent or meaning of any part(s) of the bid document received less than 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 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 an equal 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.

Prospective bidders without the HMA Plant Mix prequalification may qualify as the Contractor if they 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. These bidder shall include language in the written guarantee that the procured tonnage shall on this project: list this project by name. This written guarantee shall be inserted and shall become a part of the contract documents.

All Bidders 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 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 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 include 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 clean with a mechanical sweeper meeting current standards. Any residual deleterious material shall be removed 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 clean the roadway again 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 his equipment.

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 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

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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.

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.

#### **EARTH EXCAVATION**

##### **WORK DESCRIPTION**

This work shall be done in accordance with Section 202 of the Standard Specifications (in so far as it applies) and shall consist of the excavation and transportation of suitable and restricted-use material throughout the limits of this contract or the excavation, transportation and disposal of excavated material. This does not include excavation for structures or channel excavation.

##### **METHOD OF MEASUREMENT**

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This work shall be measured for payment in accordance with Section 202.07(b) of the Standard Specifications. The volume to be paid in cubic yards shall be computed from average dimensions taken in three directions.

**BASIS OF PAYMENT**

This work shall be paid at the contract unit price per cubic yard for EARTH EXCAVATION, which price shall include the cost of all labor, materials, incidentals and equipment necessary to complete this work as specified and to current standards.

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

**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 the cost of 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 shall 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. These items 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 calculated for payment according to Article 358.06(b) Measured Quantities. The work in connection with the repair and preparation of base, except materials, will be measured for payment in place and the area computed in square yards using the average length and width.

Additional granular material shall be measured for payment under the item SUBBASE GRANULAR MATERIAL, TYPE B and according to Article 311.08(b).

Additional material needed to repair old bituminous, brick or PCC base will be paid as provided for in the contract.

**BASIS OF PAYMENT:**

This work shall be paid for according to Article 358.07 at the contract unit price per square yard of PREPARATION OF BASE, which prices shall include all labor, incidentals and equipment necessary to complete the work to current standards. Materials needed to REPAIR the base will be paid for as follows: granular base course repairs will be paid for under the AGGREGATE BASE REPAIR, 12 INCH; HMA used to repair bituminous, brick or PCC base will be paid under HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50.

**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

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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 square yards using average measurements in two directions.

**BASIS OF PAYMENT:**

The work will be paid for at the contract unit price per square yard for AGGREGATE BASE REPAIR, 12 INCH, which price shall include all equipment, labor, material and incidentals necessary to complete this work to current standards and in accordance with these special provisions and Article 358.07 in so far as it applies.

**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 the cost of all labor, equipment, materials, and incidentals necessary to complete the work to current standards.

**HMA BINDER COURSE, IL-19.0, N50**

**WORK DESCRIPTION:**

The work consists of designing, producing, supplying and constructing HMA Binder course on a

prepared base. The binder course shall be placed at 2.25 inch or 3.50 inch as specified in the plans. 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 these 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 which price shall include the cost of all labor, equipment, materials, and incidentals necessary to complete the work to current standards and as described herein.

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

**WORK DESCRIPTION:**

The work consists of designing, producing and constructing Warm Mix Asphalt (WMA). This material shall be placed at a depth of 1.50 inch or 2.00 inch in thickness as specified on each cross section. 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 construed to 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 approved mix for the application. Please see the inserted WARM MIX ASPHALT (BDE).

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. The thicknesses for each street are specified in the plans.

**BASIS OF PAYMENT:**

The item will be paid for per ton of HOT-MIX ASPHALT SURFACE COURSE (SPECIAL) which price shall include the cost of 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 DRIVEWAY PAVEMENT, 10 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; PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH; per square feet for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH and PORTLAND CEMENT CONCRETE SIDEWALK, 7 INCH, which price shall include the cost of all labor, equipment, materials, and incidentals required to complete the work to current standards and in a workmanlike manner.

**DETECTABLE WARNINGS**

**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 the cost of all labor, equipment, materials, and incidentals required to complete the work to current standards and in a workmanlike manner.

**HMA SURFACE REMOVAL, 1.75 INCH**

**HMA SURFACE REMOVAL, 3.50 INCH**

**HMA SURFACE REMOVAL, 4.75 INCH**

**HMA SURFACE REMOVAL (PROFILE MILLING), 3.50 INCH TO 4.75 INCH**

**WORK DESCRIPTION:**

This task only covers the removal of the existing pavement to the specified depth and in accordance with Section 440 of the Standard Specifications in so far as it applies. Attention shall be directed to Article 440.04 except that milled pavement shall be paved with at least one lift of asphalt within 72 hours. Along the face of curb, the pavement surface will typically be milled down to the depth specified on each street. The relative depth of the milling shall vary depending on the elevation differential between the edge of pavement and that of the gutter flag. Inconsistencies along the gutter flag 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 for the removal and replacement of the damaged curb. The material removed shall be loaded directly onto a truck and removed from the site.

This work shall consist of saw cutting the HMA pavement to a depth not to exceed 5 inches at the butt joints, and the construction of temporary ramps at each butt 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 with the exception of the HMA material used to ramp the butt joints, this material shall be paid for per TON for HOT-MIX ASPHALT BINDER COURSE, MIX D, N50 (IL-9.5 mm) at the contract unit price. The temporary ramps shall be completely removed before the binder course is placed. Using HMA tailings from the cold

milling process as ramps will not be allowed to be used as temporary ramps. The square yards of HMA Surface Removal will only be paid for once even if more than one pass is made to remove the pavement to the specified depth and breadth.

**METHOD OF MEASUREMENT:**

This work shall be measured in two directions using the method of averages and calculate the removed area in square yards.

**BASIS OF PAYMENT:**

This work will be paid for at the contract unit price per square yard for HMA SURFACE REMOVAL, 1.75 INCH, HMA SURFACE REMOVAL, 3.50 INCH, HMA SURFACE REMOVAL, 4.75 INCH, HMA SURFACE REMOVAL (PROFILE MILLING), 3.50 INCH TO 5.00 INCH, which price will include all labor, equipment, materials (except HMA for temporary ramps), equipment and incidentals necessary to complete the work to current standards and as described here in.

**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 limits 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 Contractors 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 of removal. Any existing pavement damaged outside the removal limits shall be replaced to the satisfaction of the Engineer. No additional compensation will be allowed.

**METHOD OF MEASUREMENT:**

This work shall be measured in two directions using the method of averages for payment and calculate the removed area in 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 the cost of 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 the cost of all labor, materials, incidentals and equipment necessary to complete the work to current standards and in a workmanlike manner.

**SOLID MEDIAN RAISED, REMOVAL AND REPLACEMENT**

**WORK DESCRIPTION:**

This work shall be done in accordance with Section 606 of the Standard Specifications in so far as it applies. A solid PCC median shall be constructed at the east leg of the corner of Williamsburg Avenue and Cambridge Drive. The existing raised median shall be removed and disposed of as shown in the plan set. The new median shall be relocated approximately five (5) feet south of the existing raised median. (see Highway Standard #606301-04 attached).

The necessary excavation and granular material needed shall be paid for under EARTH EXCAVATION and SUBBASE GRANULAR MATERIAL, TYPE B.

Control lines shall be tooled into the wet concrete or it shall be cut in every 10 feet.

**METHOD OF MEASUREMENT:**

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

**BASIS OF PAYMENT:**

This work shall be paid for at the contract unit price per linear foot of SOLID MEDIAN RAISED, REMOVAL AND REPLACEMENT, which price shall include the cost of all labor, materials, incidentals and equipment necessary to complete the work to current standards and as described here in.

**PERFORATED DRAIN TILE, 10 INCH**

**WORK DESCRIPTION:**

This work consists of constructing storm sewer behind the curb on Fisher Drive. The location is shown in the plans. This work shall be done according to the applicable portions of Section 550 of the Standard Specifications and as described below.

The drain tile shall be enveloped in a poorly graded coarse aggregate meeting the CA-7 or CA-8 gradation placed no less than 12 inches above the top of the drain tile. The aggregate and the drain tile shall be completely wrapped with a nonwoven filter fabric. The rest of the trench shall be backed filled up to 4 inches below the back of curb with the excavated material from the site. The remaining 4 inches shall be restored with pulverized top soil which shall be compensated under the pay item PARKWAY RESTORATION. All backfill material shall be mechanically compacted to a density acceptable to the Engineer.

Connecting this drain tile to the existing drainage structure shall also be compensated separately under the pay item, CONNECTION TO EXISTING DRAINAGE STRUCTURE.

The section of drain pipe crossing the FAA driveway on Fisher Drive shall not be perforated, the trench shall be backfilled up to the bottom of the HMA driveway with granular material and the existing HMA driveway repaired. These three tasks shall be compensated separately.

**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, 10 INCH, which price shall include the cost of all labor, equipment, materials, and incidentals necessary to complete the work as described above and to current standards.

**INLETS, TYPE A, TYPE 1 FRAME AND GRATE**

**INLETS REMOVAL AND REPLACEMENT, TYPE A, TYPE 11 FRAME AND GRATE**

**INLETS REMOVAL AND REPLACEMENT, TYPE B, TYPE 11 FRAME AND GRATE**

**MANHOLES REMOVAL AND REPLACEMENT, TYPE A, TYPE 11 FRAME AND GRATE**

**WORK DESCRIPTION:**

This work consists of the removal and replacement of existing drainage structure and supplying and placing of new storm structures of the sizes and types listed above. When the storm sewer pipes are connected to the drainage structure, the voids around each pipe that enters the drainage structure shall be filled in with brick and mortared. Furthermore, each joint between the bricks used to fill the voids shall be mortared. The annulus on both faces of each point of connection on each drainage structures shall be

grouted and get a broom finish. The sections of Class-B TYPE-II pipe necessary to connect to the existing shall be of equal diameter. All costs associated with reconnection of the drainage structures to the existing pipe shall be included in the price of the line item. When couplings are needed, non-shear coupling shall be used. The location of each drainage structure to be removed and replaced is listed in the plan set. The Rim-to-Invert dimension of each structure is also listed.

**METHOD OF MEASUREMENT:**

This work shall be measured per each structure of size and type listed above.

**BASIS OF PAYMENT:**

These items shall be paid for at the contract unit price per each, INLETS, TYPE A, TYPE 1 FRAME AND GRATE; INLETS REMOVAL AND REPLACEMENT, TYPE A, TYPE 11 FRAME AND GRATE; INLETS REMOVAL AND REPLACEMENT, TYPE B, TYPE 11 FRAME AND GRATE; MANHOLES REMOVAL AND REPLACEMENT, TYPE A, TYPE 11 FRAME AND GRATE; which price shall include the cost of all labor, equipment, material, and incidentals necessary to complete the work to current standards and as described above.

**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. 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 for grouting by the Engineer.

**BASIS OF PAYMENT:**

This item shall be paid for at the contract unit price per each location where GROUT REMOVAL AND REPLACEMENT is completed, which price shall include the cost of 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. In the case where pavers are in place the Engineer shall give the Contractor the dimensions or the area to be worked on. The base shall be regraded with fine aggregate supplied by the Contractor and compacted mechanically. 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 in two directions and calculated to be paid for in 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 the cost of all labor, equipment, materials, and incidentals necessary to complete the work to current standards and as described herein.

**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 that was removed and replaced. All curb sections removed shall be at least five (5') feet in length. Longer sections of curb that was removed and replaced, control lines shall be tooled in or cut in every 10 feet.

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 base shall be mechanically compacted before the new curb is poured. The replacement of acceptable granular material below the curb shall be considered included in the cost of this line item. 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 Contractor; no additional compensation will be allowed.

The new curb and gutter constructed shall match the existing curb type and elevation to attain positive drainage. All curb and gutter worked under this line item 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 the cost of all labor, equipment, materials and incidentals necessary to complete the work to current standards and as described herein.

**TRAFFIC CONTROL AND PROTECTION**

**WORK DESCRIPTION**

This work shall consist of the Contractor supplying, maintaining, relocating and removing all traffic control panels and devices as needed and as specified in Section 700 and Section 107 of the Standard Specifications with special attention to Article 107.09 and Highway Standard 701901-08 in so far as they apply.

The Contractor shall contact the Engineer at least **72 hours** before beginning any of the TCP devices and signs are delivered on site. Traffic control signs on shall not be in place on neighborhood streets for more than ten (10) days before work starts on any neighborhood street. This time frame does not apply to message boards. The agency having jurisdiction over a specific roadway will decide when message boards are placed and how long they stay. When the work or task is complete that is relevant to a completed task those signs shall be removed.

The Contractor shall be required to use the latest version of the highway standards in place on the date the bids are opened.

**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 the cost of all labor, equipment, materials, devices, and transportation, to place maintain and removal as needed and incidentals necessary to complete the work to current standards and in a safe manner.

**MODIFIED URETHANE PAVEMENT MARKING – LETTERS AND SYMBOLS**

**MODIFIED URETHANE PAVEMENT MARKING - LINE 4 INCH**

**MODIFIED URETHANE PAVEMENT MARKING - LINE 6 INCH**

**MODIFIED URETHANE PAVEMENT MARKING - LINE 12 INCH**

**MODIFIED URETHANE PAVEMENT MARKING - LINE 24 INCH**

**WORK DESCRIPTION**

This work shall consist of the Contractor furnishing and applying pavement marking in accordance with Section 780 in so far as it applies.

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Special attention shall be placed on Article 780.04. This work shall be done between April 1<sup>st</sup> and November 15<sup>th</sup>. Before applying the pavement marking material the un-grooved pavement shall be surface cleaned according to the manufacturer of the material. The pavement marking material shall be applied according to Article 780.12, Article 1095.09 and Article 1105.06.

At least 10 calendar days shall pass before new pavement marking shall be applied. When existing pavement marking shall be re-marked the existing lines shall be first removed before the new pavement marking material is applied. Pavement Marking Removal shall be compensated separately and that work shall be done according the Section 783.

#### METHOD OF MEASUREMENT

All pavement marking lines shall be measured for payment in place in feet. Double lines will be measured as two separate lines. Letters and Symbols shall conform to the size and dimensions specified in the MUTCD and Highway Standard 780001, and will be measured based on the total areas listed in Table 1

#### BASIS OF PAYMENT

The above pavement marking materials shall be paid for at the contract unit price as follows: MODIFIED URETHANE PAVEMENT MARKING – LETTERS AND SYMBOLS shall be paid per square foot; MODIFIED URETHANE PAVEMENT MARKING - LINE 4 INCH; MODIFIED URETHANE PAVEMENT MARKING - LINE 6 INCH; MODIFIED URETHANE PAVEMENT MARKING - LINE 12 INCH; MODIFIED URETHANE PAVEMENT MARKING - LINE 24 INCH shall be paid for per foot, which price(s) shall include the cost of all labor, equipment, and materials necessary to complete the work to current standards and as specified.

### PARKWAY RESTORATION

#### WORK DESCRIPTION:

This work shall be done as described herein and according to Section 250 and Section 251 of the Standard Specifications. The Contractor shall furnish and place topsoil, seed, fertilizer, and hydraulic mulch (Method 3) see Article 251.03(c) of the Standard Specifications. The topsoil shall be pulverized and placed to a **compacted** minimum depth of four (4") inches. The topsoil will be placed in a manner such that after compaction and settling the final grade of the soil will be at the same elevation as the top of the adjacent curb, sidewalk, or driveway. To minimize the amount of material removed, the excavated material removed from the site can be reused to fill all voids. Reused topsoil shall be capped with pulverized topsoil. All disturbed grassed areas will be restored under this item.

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

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 in two directions using the method of averages calculated 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.

**METHOD OF MEASUREMENT:**

This work shall be measured in two directions 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 the cost of 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 1¼ 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 the cost of 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 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 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.

**DETECTOR LOOP REPLACEMENT AND/OR INSTALLATION (ROADWAY GRINDING, RESURFACING, & PATCHING OPERATIONS)**

**WORK DESCRIPTION:**

The following Traffic Signal Special Provisions and the “District 1 Standard Traffic Signal Design Details” supplement the requirements of the State of Illinois “Standard Specifications for Road and Bridge Construction” Sections 810, 886, 1079 and 1088.

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract’s electrical contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

**Notification of Intent to Work**

Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- Traffic Signal Maintenance and Operations Engineer at (847)705-4424
- IDOT Electrical Maintenance Contractor at (773) 287-7600

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District’s Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the “Standard Specifications.”

**Acceptance of Material**

The Contractor shall provide:

1. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the

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- contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
2. Four (4) copies of a letter listing the vendor's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
  3. One (1) copy of material catalog cuts.
  4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

Inspection of Construction

When the road is open to traffic, except as otherwise provided in Section 801 and 850 of the Standard Specifications, the Contractor must request a turn-on and inspection of the completed detector loop installation at each separate location. This request must be made to the Traffic Signal Maintenance and Operations Engineer at (847)705-4424 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the Contractor's expense.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid price, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements will be subject to removal and disposal at the Contractor's expense.

Restoration of Work Area

Restoration of the traffic signal work area due to the detector loop installation and/or replacement shall be included in the cost of this item. All roadway surfaces such as shoulders, medians, sidewalks, pavement shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

Removal, Disposal and Salvage of Existing Traffic Signal Equipment

The removal, disposal, and salvage of existing traffic signal equipment shall be included in the cost of this item. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

Detector Loop Replacement

This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the

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location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing coilable non-metallic conduit (CNC) located between the existing handhole and the pavement if it hasn't been damaged. CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes. All burrs shall be removed from the edges of the existing conduit which could cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, if it cannot be located, or if additional conduits are required for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 1" (25 mm) CNC. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Once suitable CNC raceways is established, the loop may be cut, installed, sealed and spliced to the twisted-shielded lead-in cable in the handhole. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" (6.3 mm) deep x 4" (100 mm) saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847)705-4424 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag, from an approved vendor, secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be included in the detector loop pay item.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane. The sealant shall be installed 1/8" (3 mm) below the pavement surface. If installed above the surface the excess shall be removed immediately.

Round loop(s) 6 ft (1.8 m) diameter may be substituted for 6 ft (1.8 m) by 6 ft (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop cable up to the edge of pavement, rather than the actual length of the wire in the slot. Drilling handholes, sawing the pavement, furnishing and installing CNC to the appropriate handhole, cable splicing to

provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

**METHOD OF MEASUREMENT:**

This work shall be measured for payment in feet, in place and according to Article 886.05 in so far as it applies.

**BASIS OF PAYMENT:**

Detector Loop Replacement shall be paid for at the contract unit price per foot (meter) of DETECTOR LOOP REPLACEMENT.

**Magnetic Detector Removal and Detector Loop Installation:**

This work shall consist of the removal of existing magnetic detectors, magnetic detector lead-in cable and magnetic detection amplifiers and related control equipment wiring, installation of detector lead-in cable, detector loops, detector amplifiers and related equipment wiring. The detector loop, cable, and amplifier shall be installed according to the applicable portions of the "Standard Specifications" and the applicable portions of the Special Provision for "Detector Loop Replacement." All drilling of handholes, furnishing and installing CNC, cable splicing, trench and backfill, removal of equipment, and removing cable from conduit shall be included in this item.

Magnetic Detector Removal and Detector Loop Installation shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I, per each for INDUCTIVE LOOP DETECTOR, and foot (meter) for ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14; 1 PAIR.

**SEAL COATING**

**WORK DESCRIPTION:**

This work shall consist of the seal coating of asphalt driveways and parking areas at approximately 6 different locations in the City of Geneva. All surfaces shall be cleaned with a blower. Where additional cleaning is needed to remove grease, gas and oils from the asphalt surface a degreasing agent that is ecofriendly shall be used. The degreasing agent shall be applied at the rate recommended by the manufacturer. Pavement marking for the seal coated areas shall be compensated under the appropriate modified urethane pavement marking line item. No pavement marking is included in this pay item.

After the surface is prepared the seal coating material shall be applied at the rate recommended by the manufacturer. The seal coating material while yet in its liquid state shall be worked in place with a squeegee. Cracks that are one (1/2") half inch and wider shall be cleaned out with a blower and filled.

**METHOD OF MEASUREMENT:**

This work shall be measured in two directions 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 SEAL COATING, which price shall include the cost of all labor, equipment, materials and incidentals necessary to complete the work to current standards and as described herein.

**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 **2023 STREET 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>
<u>1</u>	<u>04/26/23</u>	<u>GT</u>
<u>          </u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </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 **2023 STREET 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 \_\_\_\_\_

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(If a partnership)

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

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

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

Insert Names and Addresses of All Partners \_\_\_\_\_

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(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 Secretary:  
Treasurer





## **ADDENDUM #1**

**PROJECT NAME: 2023 STREET IMPROVEMENTS**

**DATE: 04/26/2023**

**This addendum shall be submitted with all bid package:**

The following additions shall be submitted with all bid documents. Bidders shall submit an alternate unit price per TON if fiber reinforcement is added to Item #10: HOT-MIX ASPHALT SURFACE COURSE (SPECIAL) and an alternate unit price per square yard for Item #24: CLASS D PATCHES, TYPE II, 4 INCH, and Item #25: CLASS D PATCHES, TYPE IV, 4 INCH if fiber reinforcement is added to the HMA used for patching. The following special provision describes the qualities of any fiber reinforcement that shall be added. An equivalent fiber reinforcement product meeting these specifications could be approved by the Engineer. The Contractor shall submit a material certification for any recommended fiber reinforcement product. If the City chooses to use fiber reinforcement in the HMA, the lowest qualified Bidder shall be selected using the alternate unit prices listed above. Bidders shall acknowledge receipt of this addendum in the designated Bid Form.

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### **SPECIAL PROVISION**

#### **REINFORCING FIBERS FOR ASPHALT**

##### **A. DEFINITIONS**

1. Reinforcing Fibers: High tensile strength aramid fiber blend specially formulated to reinforce hot mix asphalt.
2. Fiber reinforced asphalt concrete (FRAC): A mixture of hot or warm mix asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.

##### **B. REFERENCES**

1. ASTM D2172, Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures



## 2023 STREET IMPROVEMENTS

NO	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
1	EARTH EXCAVATION	CU YD	30.00	\$60.00	1,800.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	15.00	\$68.00	1,020.00
3	TRENCH BACKFILL	CU YD	43.00	\$45.00	1,935.00
4	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	48.00	\$75.00	3,600.00
5	PREPARATION OF BASE	SQ YD	7,065.00	\$0.75	5,298.75
6	AGGREGATE BASE REPAIR, 12 INCH	SQ YD	140.00	\$34.00	4,760.00
7	BITUMINOUS MATERIAL (PRIME COAT)	GAL	17,290.00	\$0.01	172.90
8	AGGREGATE (PRIME COAT)	TON	119.00	\$5.00	595.00
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	6,192.00	\$83.00	513,936.00
10	HOT-MIX ASPHALT SURFACE COURSE (SPECIAL)	TON	10,541.00	\$92.20	971,880.20
11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	86.00	\$105.00	9,030.00
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH	SQ YD	225.00	\$130.00	29,250.00
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	12,612.00	\$10.00	126,120.00
14	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	640.00	\$13.00	8,320.00
15	DETECTABLE WARNINGS	SQ FT	432.00	\$38.00	16,416.00
16	HOT-MIX ASPHALT SURFACE REMOVAL, 1.75 INCH	SQ YD	66,640.00	\$2.50	166,600.00
17	HOT-MIX ASPHALT SURFACE REMOVAL, 3.50 INCH	SQ YD	6,417.00	\$4.55	29,197.35
18	HOT-MIX ASPHALT SURFACE REMOVAL, 4.75 INCH	SQ YD	20,522.00	\$5.30	108,766.60
19	HOT-MIX ASPHALT SURFACE REMOVAL (PROFILE MILLING), 3.50 INCH TO 4.75 INCH	SQ YD	6,944.00	\$5.60	38,886.40
20	DRIVEWAY PAVEMENT REMOVAL	SQ YD	160.00	\$20.00	3,200.00
21	SIDEWALK REMOVAL	SQ FT	13,452.00	\$2.50	33,630.00
22	SOLID MEDIAN RAISED, REMOVAL AND REPLACEMENT	FOOT	70.00	\$100.00	7,000.00
23	CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	22.00	\$245.00	5,390.00
24	CLASS D PATCHES, TYPE II, 4 INCH	SQ YD	176.00	\$42.00	7,392.00
25	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	1,482.00	\$32.50	48,165.00



AFFIDAVIT OF EXPERIENCE

STATE OF Illinois )  
COUNTY OF Kane )SS

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 St. Charles</u>	<u>2022 STREETS</u>	<u>2,707,434.00</u>
<u>City of Aurora</u>	<u>2021 STREETS</u>	<u>5,281,290.50</u>
<u>Village of North Aurora</u>	<u>2022 STREETS</u>	<u>2,894,723.61</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>Car AT 1002 Pass</u>	<u>2020</u>	<u>GINOM</u>	<u>2019</u>
<u>Car Ram Dism. Hopper</u>	<u>2021</u>	<u>SKIDSTEER</u>	<u>2022</u>
<u>REMOTE EXCAV CRANE</u>	<u>2019</u>		

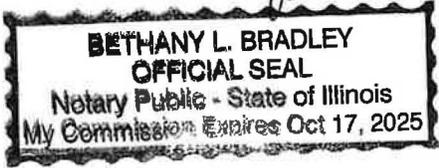
and that Dave Phillips will be assigned to work  
(Name of Superintendent)  
under this contract, and that his experience in this kind of work is as follows:

<u>Name of Job</u>	<u>Engineer or Owner</u>
<u>City of St. Charles</u>	<u>Chris G. Collins</u>
<u>Village North Aurora</u>	<u>Brendan Brouill</u>
<u>City of Aurora</u>	<u>Tim W. J. J. J.</u>

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

Subscribed and sworn to before me this 8th day of May 2023

Bethany L. Bradley  
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

2023 STREET 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.



NAME

**CASS W. PRICE**

**GENEVA CONSTRUCTION CO.**

COMPANY

05/08/22

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.

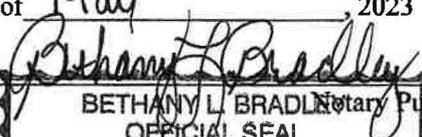
CONTRACTOR'S NAME

BY: 

(TITLE) **CASS W. PRICE** *VP*

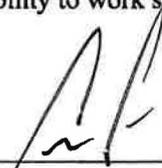
Subscribed and sworn before me this 8th

Day of May, 2023

  
BETHANY L. BRADLEY Notary Public  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires Oct 17, 2025

**CERTIFICATION FOR DRUG FREE WORK PLACE**

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

  
\_\_\_\_\_  
NAME **CASS W. PRICE**

**GENEVA CONSTRUCTION CO.**  
\_\_\_\_\_  
COMPANY

**05/09/23**  
\_\_\_\_\_  
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

## **ADDENDUM #1**

**PROJECT NAME: 2023 STREET IMPROVEMENTS**

**DATE: 04/26/2023**

**This addendum shall be submitted with all bid package:**

The following additions shall be submitted with all bid documents. Bidders shall submit an alternate unit price per TON if fiber reinforcement is added to Item #10: HOT-MIX ASPHALT SURFACE COURSE (SPECIAL) and an alternate unit price per square yard for Item #24: CLASS D PATCHES, TYPE 1I, 4 INCH, and Item #25: CLASS D PATCHES, TYPE 1V, 4 INCH if fiber reinforcement is added to the HMA used for patching. The following special provision describes the qualities of any fiber reinforcement that shall be added. An equivalent fiber reinforcement product meeting these specifications could be approved by the Engineer. The Contractor shall submit a material certification for any recommended fiber reinforcement product. If the City chooses to use fiber reinforcement in the HMA, the lowest qualified Bidder shall be selected using the alternate unit prices listed above. Bidders shall acknowledge receipt of this addendum in the designated Bid Form.

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### **SPECIAL PROVISION**

#### **REINFORCING FIBERS FOR ASPHALT**

##### **A. DEFINITIONS**

1. Reinforcing Fibers: High tensile strength aramid fiber blend specially formulated to reinforce hot mix asphalt.
2. Fiber reinforced asphalt concrete (FRAC): A mixture of hot or warm mix asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.

##### **B. REFERENCES**

1. ASTM D2172, Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
2. "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method"

##### **C. SUBMITTALS**

1. Submit the following as part of the bid package:
  - a. Representative fiber product sample.

- b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
  - c. Manufacturer’s instructions and general recommendations.
2. Submit a minimum of five unique project examples and references where the reinforcing fiber product was used within 250 miles of the project location.

**D. MATERIAL**

**1. Reinforcing Fiber Properties**

- a. Provide a reinforcing fiber blend of Virgin Polyolefins and Virgin Aramids that meets the requirements in Table 1.

**Table 1**

<b>Reinforcing Fiber Material Properties</b>			
<b>Property</b>	<b>Test Method</b>	<b>Aramid</b>	<b>Polyolefin</b>
Form	Manufacturer Certification	Monofilament	<b>Serrated</b>
Nominal Specific Gravity	ASTM D276	1.44	<b>0.91</b>
Tensile Strength (psi)	ASTM D7269	400,000	<b>NA</b>
Length (in)	Manufacturer Certification	0.75	<b>0.75</b>

- b. FORTA-FI®, provided by the Forta Corporation, is an acceptable product and meets the performance and material properties outlined in this section.
- c. Non-aramid fiber blends or aramid fiber blends with dosages less than 1 pound per ton will not be considered as an acceptable alternative to this specification.

**E. DELIVERY, STORAGE, AND HANDLING**

1. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
2. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
3. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.

**F. MIXING AND PRODUCTION**

1. Add Reinforcing Fibers at a dosage rate of 1 pound per ton of asphalt. Ton equivalents or dosage rates below 1 pound per ton will not be accepted.

2. Have a fiber manufacturer's representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.
3. Batch Plant. When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt into the mixture.
4. Drum Plant:
  - a. Inject fibers through the RAP collar using an automatic, metered air blown system to promote rapid and complete fiber dispersion. System must automatically record fiber addition data so as to remove human error. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber bundles at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
  - b. Manual feeding of the fibers may be allowed at the discretion of the project engineer, manufacturer, and producer.
  - c. Add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within  $\pm 10\%$  of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix. Include the following with the air blown system:
    - Low level indicators
    - No-flow indicators
    - A printout of feed rate status in pounds/minute
    - A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
    - Manufacturer's representative's approval of fiber addition system

#### G. QUALITY CONTROL

1. Aramid Dispersion Visual Test: Collect a 10kg sample of mix from the discharge chute during first 50 tons of production. Visually assess the state of aramid fibers in the sample according to Reference 2 and rate the sample as "Pass" or "Fail".
  - i. "Pass" = All fibers exist in an Individual State and no Undistributed Clips of fiber are detected.
  - ii. "Fail" = One or more Undistributed Clips are detected.
2. If a sample is rated as "Fail", adjust mixing operations to improve fiber dispersion and repeat Step 1 above.
3. If Visual Test results in three consecutive "Fail" ratings, plant mix samples should be sent to a third party laboratory for complete ADSR testing before production is allowed to commence.

4. In addition to Visual Test, use a shovel to inspect FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.
5. Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber bundle development, and repeat Steps 1 through 3 above to confirm adequate aramid fiber dispersion.

#### H. PLACEMENT

Follow manufacturer's and engineer's recommendations for placement of FRAC.

#### I. PAYMENT

Payment shall be based on per ton of asphalt mix.

**END OF TEXT FOR ADDENDUM #1**

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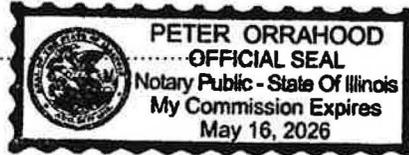


State Of Illinois  
County Of Kane

I, Peter Orrahood, a Notary Public in and for the County, in the State aforesaid, do hereby certify that Brian V. Konen, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, who is personally known to me, appeared before me this day and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act as Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and as the free and voluntary act of the Fidelity and Deposit Company of Maryland, for uses and purposes therein set forth.

Given under my hand and notarial seal this 20<sup>th</sup> day of April, 2023

*Peter Orrahood*



*Notary Public*

**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 20th day of April, 2023.



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.



**CONTRACT:**

- 1) THIS AGREEMENT, made and concluded the 5 day of JUNE, 2023 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 2023 STREET 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:

The City of GENEVA, ILLINOIS

Jeanne Ferrari Deputy Clerk

by Josephine Kelle

CITY ADMINISTRATOR

(Seal)

Attest:

Corporation Name: GENEVA CONSTRUCTION CO.



Josephine Kelle  
Secretary  
Treasurer

Al  
Vice President Party of the Second Part

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, 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 TWO MILLION, FIVE HUNDRED FORTY FIVE THOUSAND, FIVE HUNDRES EIGHTY SEVEN - 73/100 Dollars (\$ 2,545,587.73), 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 2023 STREET 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 6th day of June A.D. 2023

**PRINCIPAL**

GENEVA CONSTRUCTION COMPANY

(Company Name)

By: [Signature]  
(Signature)

VP  
(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

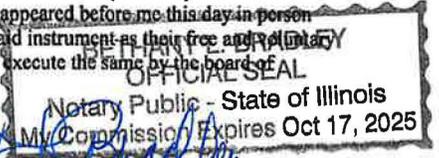
(Insert names of individuals signing on behalf or PRINCIPAL)

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 8th day of June A.D. 2023.

My commission expires 10-17-2025

[Signature]  
Notary Public



Fidelity and Deposit Company of Maryland  
(Name of Surety)

**SURETY**

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

State of Illinois

County of Kane

I, Peter Orrahood, 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 and Deposit Company Of Maryland appeared before me this day in

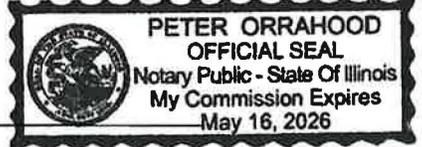
(Insert name of individual signing on behalf or SURETY)

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 6th day of June A.D. 2023.

My commission expires 5/16/2026

[Signature]  
Notary Public



Approved this 6th day of June, A.D. 2023

Attest:

Jeanne Fomari, Dep. Clerk

[Signature]  
City of Geneva  
(Awarding Authority)  
(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, deposeth 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

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