
THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF MARTIN
AND COMPANY EXCAVATING FOR THE 2023 CRESTON ROAD IMPROVEMENTS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Law Offices of Peterson, Johnson, & Murray—Chicago, City Attorneys
200 W. Adams, Ste. 2125, Chicago, IL 60606

ORDINANCE NO: _____
Date Passed: September 25, 2023

AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF MARTIN AND COMPANY EXCAVATING FOR THE 2023 CRESTON ROAD IMPROVEMENTS

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City Engineering department is planning for a large-scale pavement resurfacing project along Creston Road later in 2024; and

WHEREAS, the City issued a Request for Proposals the repaving project (“the RFP”) which was published in the Rochelle News Leader on August 16 and 23, 2023 as well as on the City website; and

WHEREAS, in accordance with the RFP, on August 25, 2023, the City received and properly opened two (2) sealed proposals; and

WHEREAS, the two proposals received were from Martin & Company out of Oregon, Illinois, and Curran Contracting Company out of Crystal Lake, Illinois; and

WHEREAS, both proposals submitted met the specifications of the RFP, (a copy of the bid tabulation is attached herein as Exhibit A); and

WHEREAS, the proposal from Martin and Company was significantly lower in cost at \$444,735.50, compared to the proposal of Current Contracting which was \$573,215.00; and

WHEREAS, the Mayor and City Council finds that it is in the best interest of the City and its residents to accept and approve the Proposal from Martin and Company Excavating for the 2023 Creston Road improvements in the amount of \$444,735.50; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Rochelle as follows:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: The Mayor and City Council hereby accept and approve the Proposal of Martin and Company Excavating for the 2023 Creston Road Improvements and authorize the City Manager to execute any and all necessary agreements to memorialize the terms of said proposal (attached hereto as Exhibit B) in a form to be reviewed by the City Attorney.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 25th day of September 2023.

ATTEST:

City Clerk

Mayor

Exhibit A

City of Rochelle
2023 Creston Road Pavement Improvements
Bid Opening Checklist
Bid Opening: August 30, 2023 at 10:00 am

Name	Addendum 1	Hold Harmless Agreement	Affidavit of Non-Collusion	Bid Bond	Bid Proposal/ Schedule of Prices	Total Cost of Improvement
Martin & Company Oregon, IL	X	X	X	X	X	\$444,735.50
Curran Contracting Co Crystal Lake, IL	X	X	X	X	X	\$573,215.00
Northern Illinois Service Company Rockford, IL						No Bid
N-Trak Group Loves Park, IL						No Bid

Enclosure 1

Exhibit B (Proposal)

Bid Documents

Please complete and submit all bid Documents enclosed as listed below.
Please do not return the entire bid packet with the bid documents.
Failure to complete and submit all documents may result in your bid being rejected.
The City of Rochelle reserves the right to reject incomplete bids.

Documents Enclosed and to be Completed and Returned

1. Hold Harmless Agreement
2. Affidavit of Non-Collusion
3. Bid Bond (2 pages)
4. Bid Proposal (3 pages)

RETURN WITH BID

City of Rochelle
2023 Creston Road Pavement Improvements
Rochelle, Illinois 61068

**GENERAL CONTRACTOR OR SUBCONTRACTOR
HOLD HARMLESS AGREEMENT**

"The Contractor shall indemnify and hold harmless the municipality and its' agents and its' employees from and against all claims against the City of Rochelle, its' agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney fees that may be incurred by the City defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the City or any of its agents or servants by an employee of a Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under Workers' Compensation Acts, Disability Acts, or their Employee Benefit Acts."

Agreed By: Martin & Company Excavating, *Gerald Martin*
Bidder/Contractor (Print Name and Sign)

Date: 8/30/2023

Subscribed and sworn to before me this 30 day of August, 2023
2023.

Ryan M. Byrnes Notary Public

My Commission Expires: 1/31/2026



RETURN WITH BID

City of Rochelle
2023 Creston Road Pavement Improvements
Rochelle, Illinois 61068

AFFIDAVIT OF NON-COLLUSION

STATE OF IL

COUNTY OF LEE

Gerald Martin

(printed name)

being first duly sworn, deposes and says that he is the
President

(sole owner, member, Partner, President, Secretary, etc.) of
Martin & Company Excavating

(the party making the foregoing proposal or bid)

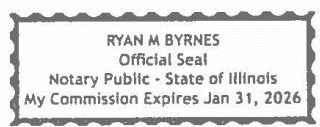
and that such bid is genuine and not collusive or a sham; that
said Bidder has not colluded, conspired, connived, or agreed,
directly or indirectly with any Bidder or person, to put in a sham
bid, or that such other person shall refrain from bidding, and has
not in any manner, directly or indirectly sought by agreement or
collusion or communication or conference, with any person, to fix
the bid price of affiant or any other Bidder, or to fix any
overhead, profit, or cost element of said Bid price, or of that of
any other Bidder, or to secure any advantage against the Owner, or
any person interested in the proposed Contract; and that all
statements contained in said proposal or bid are true; and
further, that such Bidder has not, directly or indirectly
submitted this Bid, or the contents thereof, or divulged
information or data relative thereto to any association or to any
member or agent thereof.

Gerald Martin Gerald Martin
Affiant signature and print name

Subscribed and sworn to before me this 30 day of August, 2023
2023.

Ryan M Byrnes Notary Public

My Commission Expires: 1/31/2026



RETURN WITH BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Martin & Company Excavating as Principal, and
Old Republic Surety Company as Surety, are hereby held and
firmly bound unto the City of Rochelle as OWNER in the penal sum of
\$7,500.00 for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

SIGNED THIS 28th DAY OF August, 2023.

The Condition of the above obligation is such that whereas the Principal
has submitted to City of Rochelle a certain BID, attached hereto and
hereby made a part hereof to enter into a contract in writing for the

City of Rochelle
2023 Creston Road Pavement Improvements
Rochelle, Illinois 61068

NOW THEREFORE,

- (a) If said BID SHALL BE REJECTED, OR
- (b) If said BID SHALL BE ACCEPTED and the Principal shall execute
and deliver a Contract in the Form of Contract attached
hereto (properly completed in accordance with said BID) and
shall furnish a surety PERFORMANCE BOND or other acceptable
surety as approved by the City Engineer, in the amount of
110% of the award contract value, for his faithful
performance of said contract, and for the payment of all
persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform
the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in
force and effect; it being expressly understood and agreed that the
liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

RETURN WITH BID

BID BOND

Page 2

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Martin & Company Excavating (I.S.)
Principal
BY Gerald Martin
Gerald Martin, President

Old Republic Surety Company
Surety

BY Daniel P. Curran
Daniel P. Curran, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: DANIEL P. CURRAN OF DAVENPORT, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE MILLION (\$25,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of September 2018.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6TH day of September 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1817



Signed and sealed at the City of Brookfield, WI this 28th day of August 2023


Assistant Secretary

CITY OF ROCHELLE
2023 CRESTON ROAD PAVEMENT IMPROVEMENTS
CITY OF ROCHELLE
ROCHELLE, ILLINOIS 61068

RETURN WITH BID

BID PROPOSAL

Proposal of Martin & Company Excavating
(hereinafter called "BIDDER"), organized and existing under the laws of the State
of Illinois doing business as a corporation.
(a corporation, a partnership, an individual, other)
To the City of Rochelle (hereinafter called "OWNER").

In compliance with your Notice to Bidders (Advertisement for Bids), BIDDER
hereby proposes to perform all WORK for the construction of the City of Rochelle
2023 Creston Road Pavement Improvements in strict accordance with the CONTRACT
DOCUMENTS, within the time set forth therein, and at the prices stated below.

- If this proposal is accepted and the undersigned fails to execute a contract and contract surety as required in the bid documents, it is hereby agreed that the bid bond or check shall be forfeited to the Owner.
- By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.
- BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by November 10, 2023.
- BIDDER certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Rochelle, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
- The undersigned BIDDER submits herewith the Schedule of Prices covering the work to be performed under this contract.
- The undersigned BIDDER has reviewed the attached specifications, standards, and special provisions for the Project.

Each item shall have a unit price and a total price. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.

- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid will be declared unacceptable if neither a unit price nor a total price is shown.

BIDDER acknowledges receipt of ADDENDUM(S): Addendum 1

City of Rochelle - 2023
2023 Creston Road Pavement Improvements
Rochelle, Illinois 61068

BIDDING SCHEDULE OF PRICES

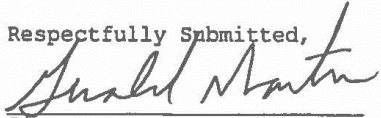
ITEM NO	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
1001	Pavement Removal	Sq Yd	4500	19.35	87,075.00
1002	Rem & Disp of Unsuitable Mat	Cu Yd	150	38.00	5,700.00
1003	Pipe Culvert Removal	Lin Ft	250	16.00	4,000.00
1004	Precast RCP Culvert, Ty 1, CI IV, 12"	Lin Ft	75	83.30	6,247.50
1005	Precast RCP Culvert, Ty 1, CI III, 24"	Lin Ft	85	123.00	10,455.00
1006	Precast Concrete FES 12"	Each	6	1,100.00	6,600.00
1007	Precast Concrete FES, 24"	Each	4	1,475.00	5,900.00
1008	Inlet to be Adjusted	Each	2	1,130.00	2,260.00
1009	Agg Base Crse, Ty B, (CA-2), 6"	Sq Yd	4250	5.66	24,055.00
1010	Agg Base Crse, Ty B, (CA-6), 6"	Sq Yd	4250	5.84	24,820.00
1011	Agg Surface Crse, Ty B, (CA-6)	Ton	100	20.00	2,000.00
1012	Subbase Granular Material, Type B	Ton	300	19.30	5,790.00
1013	Bit Materials (Prime Coat)	Gallon	400	2.99	1,196.00
1014	Bit Materials (Tack Coat)	Gallon	250	2.99	747.50
1015	HMA Binder Crse, N50, IL 19.0, 4"	Sq Yd	350	18.96	6,636.00
1016	HMA Binder Crse, N50, IL 19.0, 6"	Sq Yd	4100	28.23	115,743.00
1017	P HMA Surf Crse, Mix C, N50, IL 9.5, 2"	Sq Yd	4500	11.80	53,100.00
1018	HMA Shoulders, 6"	Sq Yd	1150	37.35	42,952.50
1019	Grading and Shaping of Ditches	Sq Yd	1800	9.11	16,398.00
1020	Thermoplastic Pavement Mark - Line, 4"	Lin Ft	6200	1.30	8,060.00
1021	Traffic Control and Protection	L. Sum	1	15,000.00	15,000.00
Bidder's Proposal for Making Entire Improvements					\$ 444,735.50

- 1) Each item shall have a unit price and a total price.
- 2) The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
- 3) If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 4) A bid will be declared unacceptable if neither a unit price nor a total price for entire improvements is shown.

City of Rochelle - 2023
2023 Creston Road Pavement Improvements
Rochelle, Illinois 61068

BID PROPOSAL SIGNATURES

Respectfully Submitted,



Signature

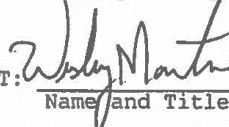
Gerald Martin

Name (Please Print)

President

Title (Please Print)

SEAL (If bid by a Corporation)

ATTEST:  Wesley Martin, Secretary / Treasurer
Name and Title (Please Print & Sign)

Business Address:

2456 E Pleasant Grove Road

Oregon, IL 61061

Phone Number:

815-732-2422

RETURN WITH BID

CITY OF ROCHELLE
2023 CRESTON ROAD PAVEMENT IMPROVEMENTS
ROCHELLE, ILLINOIS 61068

ADDENDUM NO. 1

This addendum is given to change or help clarify certain items in the plans, contract documents, and/or specifications.

1. Pay Item No. 1020 was incorrectly listed as Paint Pavement Mark - Line, 4". The correct item is Thermoplastic Pavement Mark - Line, 4"
2. Please remove and replace Bid Proposal/Schedule of Prices Documents in the Bid Documents.

This addendum must be returned with the Contractors bid. Each bidder shall confirm, in writing or email that they have received this addendum. Please return confirmations to the City of Rochelle at cward@rochelleil.us. **THIS ADDENDUM MUST BE RETURNED WITH THE BID**

END OF ADDENDUM

Date: August 28, 2023

By:

Sam Tesreau
City Engineer

Received by

Name: Gerald Martin

Signature: *Gerald Martin*

Business Name: Martin & Company Excavating

Date: 8/28/2023

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF MARTIN AND COMPANY EXCAVATING FOR THE 2023 CRESTON ROAD IMPROVEMENTS” which was adopted by the Mayor and City Council of the City of Rochelle on September 25, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 25th day of September 2023.

CITY CLERK