



# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talarico, Civil Engineer  
**Subject:** 2022 Sidewalk Cutting Program  
**Date:** May 31, 2022

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On May 5, 2022, the Village of Lombard held a bid opening for the 2022 Sidewalk Cutting Program. This municipal partnership initiative consisted of Lombard, Bartlett, and 6 other Chicagoland area communities. Sidewalk cutting is a cost-effective way to remove potential trip hazards and proactively maintain village sidewalks that have begun to settle unevenly. Trip hazards between ½" and 2 ½" are removed by cutting down the trip hazard to create a smooth, ADA compliant transition between adjacent sidewalk squares.

Two qualified bid proposals were received and the low bidder was Hard Rock Concrete Cutters, Inc. out of Wheeling, Illinois. Hard Rock has satisfactorily completed projects of similar size and scope for other municipalities in the Chicagoland area.

## **RECOMMENDATION**

Staff recommends awarding the contract to Hard Rock Concrete Cutters, Inc. for the Village of Bartlett's 2022 Sidewalk Cutting Program.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION # 2022-\_\_\_\_-R, A RESOLUTION APPROVING THE 2022 SIDEWALK CUTTING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, INC.**

VILLAGE OF LOMBARD

2022 SIDEWALK SAW CUTTING PROGRAM  
Bid Tabulation

<b>DATE:</b> May 5, 2022		<b>NAME &amp; ADDRESS OF BIDDER</b>	<b>CONTRACT QUANTITIES</b>	<b>Hard Rock Concrete Cutters, INC.</b>		<b>Murphy Construction Services, LLC</b>	
<b>TIME:</b> 10:00 AM				<b>601 Chaddick Dr.</b>		<b>16W273 83rd Street, Suite D</b>	
<b>DOCUMENT # RFB 2022-23</b>				<b>Wheeling, Illinois 60090</b>		<b>Burr Ridge, IL 6027</b>	
<b>DOCUMENT NAME: Sidewalk Saw Cutting</b>				<b>Notes</b>			
NO	ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Lombard(Zones 4, 5, & 6)	Square	400	39.83	\$15,932.00	56.00	\$22,400.00
2	Bartlett	Square	850	39.83	\$33,855.50	56.00	\$47,600.00
3	Bensenville	Square	200	39.83	\$7,966.00	56.00	\$11,200.00
4	Elmhurst	Square	500	39.83	\$19,915.00	56.00	\$28,000.00
5	West Chicago	Square	400	39.83	\$15,932.00	56.00	\$22,400.00
6	Wheaton	Square	280	39.83	\$11,152.40	56.00	\$15,680.00
7	Woodridge	Square	1,300	39.83	\$51,779.00	56.00	\$72,800.00
8	DuPage County	Square	650	39.83	\$25,889.50	56.00	\$36,400.00
<b>GRAND TOTAL</b>					<b>\$182,421.40</b>		<b>\$256,480.00</b>

Prepared by: Mike Spolar, Village Engineer, 05/05/2022

**RESOLUTION 2022 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S  
2022 SIDEWALK CUTTING PROJECT AGREEMENT BETWEEN  
THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, INC.**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** 2022 Sidewalk Cutting Project Agreement dated June 7, 2022, between the Village of Bartlett and Hard Rock Concrete Cutters, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 7, 2022

APPROVED: June 7, 2022

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - \_\_\_\_\_ enacted on June 7, 2022, and approved on June 7, 2022, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



Contractor's Name

Hard Rock Concrete Cutters, Inc.

Contractor's Address

601 Chaddick Drive

City

Wheeling

State

IL

Zip Code

60090

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

Cook

Section Number

22-00000-GM-06

Street Name/Road Name

2022 Sidewalk Cutting Program

Type of Funds

MFT

CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature

Date

Signature and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer/Superintendent of Highways

**For a Municipal Project**

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

Village President

**Department of Transportation**

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Bartlett	2022 Sidewalk Cutting Program	Cook	22-00000-GM-06

1. THIS AGREEMENT, made and concluded the 7th day of June, 2022 between the Village of Bartlett, known as the party of the first part, and Hard Rock Concrete Cutters, Inc., its successor, and assigns, known as the party of the second part.

2. For and 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 this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00000-GM-06 in Village of Bartlett, approved by the Illinois Department of Transportation on N/A documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett  
Local Public Agency Type Name of Local Public Agency

Clerk	Date
<input type="text"/>	<input type="text"/>

(SEAL)

Party of the First Part	Date
By: <input type="text"/>	<input type="text"/>

*(If a Corporation)*

Corporate Name
<input type="text"/>

President, Party of the Second Part	Date
By: <input type="text"/>	<input type="text"/>

(SEAL)

*(If a Limited Liability Corporation)*

LLC Name
<input type="text"/>

Manager or Authorized Member, Party of the Second Part
By: <input type="text"/>

*(If a Partnership)*

Partner	Date
<input type="text"/>	<input type="text"/>

Attest: Secretary	Date
<input type="text"/>	<input type="text"/>

Partner	Date
<input type="text"/>	<input type="text"/>

(SEAL)

Partners doing Business under the firm name of  
 Party of the Second Part

*(If an individual)*

Party of the Second Part	Date
<input type="text"/>	<input type="text"/>

# INVITATION FOR BIDS

## RFB # 2022-23

### 2022 SIDEWALK SAW CUTTING PROGRAM FOR THE GOVERNMENTAL AGENCIES OF:



**THE VILLAGE OF LOMBARD, THE VILLAGE OF BARTLETT, THE VILLAGE OF BENSENVILLE,  
THE CITY OF ELMHURST, THE CITY OF WEST CHICAGO, THE CITY OF WHEATON,  
THE VILLAGE OF WOODRIDGE, AND THE DUPAGE COUNTY DIVISION OF TRANSPORTATION**

Bid Opening Date:	May 5, 2022
Bid Opening Time:	10:00
Bid Opening Location:	Lombard Public Works Department 1051 S. Hammerschmidt Avenue
Bid Opening Room:	Conference Room
Bid Deposit:	5%
Performance Bond:	Yes

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**VILLAGE OF LOMBARD PUBLIC WORKS  
1051 S. HAMMERSCHMIDT AVENUE  
LOMBARD, IL 60148  
(630) 620-5740**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148 until 10:00 A.M. local time on May 5, 2022 and then at said office publicly opened and read aloud for the following:

**RFB NO: 2022-023**

**REQUEST FOR BIDS (RFB) ON: 2022 SIDEWALK SAWING PROGRAM FOR THE  
GOVERNMENT AGENCIES OF: VILLAGE OF LOMBARD, VILLAGE OF BARTLETT,  
VILLAGE OF BENSENVILLE, CITY OF ELMHURST, CITY OF WEST CHICAGO,  
CITY OF WHEATON, VILLAGE OF WOODRIDGE,  
AND DUPAGE COUNTY DIVISION OF TRANSPORTATION**

TIME AND PLACE OF OPENING BIDS

Notice is hereby given that the Village of Lombard, Illinois, acting through the Department of Public Works, will receive sealed bids at the Public Works Facility, 1051 S. Hammerschmidt Avenue, Lombard, Illinois until May 5, 2022 at 10:00 AM, local time for the **2022 SIDEWALK SAWING PROGRAM**, at which time the bids will be publicly opened and read. Bid proposals for this project will be considered to determine the lowest responsible bidder. Judgment on award of the contract shall be based not only on cost, but also on past performance, experience and ability to perform the work. The Village of Lombard reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations and other considerations the law allows in determining the definition of 'responsible bidder'. Bids will be acted upon by the President and Board of Trustees.

DESCRIPTION OF WORK

The Village of Lombard seeks contractors for removing vertical surface discontinuities in sidewalks between ½ " to 2½ ". All vertical surface discontinuities will be sawcut in complete accordance with the Americans with Disabilities Act. Vertical surface discontinuities ½" or greater will be sawed back at a maximum slope of 1:12 or less.

AVAILABILITY OF CONTRACT DOCUMENTS

Prospective Bidders **must** purchase contract documents through Quest Construction Data Network (QUESTCDN). This can be done via a link on the Village of Lombard website ([www.VillageofLombard.org](http://www.VillageofLombard.org)) or on the QUESTCDN website ([www.questcdn.com](http://www.questcdn.com)). QUESTCDN is a web based platform for construction project advertisements, bid documents and plan holder lists. Prospective bidders will need the seven digit QUESTCDN project number 8187858 to locate the job on the QUESTCDN website search page. There is a \$30.00 nonrefundable cost for downloading the contract documents in a pdf format. **Bids will not be accepted from any prospective bidder who has not purchased contract documents through QUESTCDN.**

Notwithstanding the foregoing, plans and specifications may be **examined** at the following locations:

- 1) Office of the Director of Public Works, 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148;
- 2) QUESTCDN The Village electronically posts Plans, Advertisements, Plan Holders Lists and Addenda to QUESTCDN. For any additional services or assistance contact QUESTCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com).

3) Subscribers to **Dodge Data & Analytics** may view the documents thru their service agreement. For any additional services data subscribers should contact Dodge Data & Analytics. Telephone: 800-393-6343 Web: <http://construction.com/dodge> E-Mail: [support@construction.com](mailto:support@construction.com)

4) Subscribers to **ConstructConnect** may view the documents thru their service agreement. For any additional services ConstructConnect data subscribers should contact ConstructConnect, 28 North Clark Street, Ste. 450 Chicago, IL 60602 Telephone: 877-737-6482. Web: [www.ConstructConnect.com](http://www.ConstructConnect.com)

**HOWEVER, EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE.**

**BID SECURITY**

All bid proposals must be accompanied by a bid bond, certified check, bank cashier's check or bank draft payable to the Village of Lombard for five percent (5%) of the amount of the bid as provided in the General Requirements. No proposals or bids will be considered unless accompanied by such bond, check or draft.

**REJECTION OF BIDS**

The Village reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

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additional services data subscribers should contact Dodge Data & Analytics. Telephone: 800-393-6343 Web: <http://construction.com/dodge> E-Mail: [support@construction.com](mailto:support@construction.com)

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<p><b>HOWEVER, EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE. Corrie B. Krula</b></p>
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**BID SECURITY**

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**SCHEDULE OF PRICES**

Village of Lombard, Illinois



Company Name: Hard Rock Concrete Cutters, Inc.

PROJECT

Address: 601 Chaddick Drive

2022 MPI 2022 SIDEWALK  
SAWING PROGRAM  
RFB # 2022-23

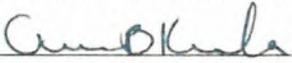
City, State, Zip Code: Wheeling, IL 60090

Item No.	Community	EACH	Estimated Quantity	Unit Price	Extended Price
1	<b>Lombard (Zones 4, 5, &amp; 6)</b>	Square	<b>400</b>	\$ 39.83	\$ 15,932.00
2	<b>Bartlett</b>	Square	<b>850</b>	\$ 39.83	\$ 33,855.50
3	<b>Bensenville</b>	Square	<b>200</b>	\$ 39.83	\$ 7,966.00
4	<b>Elmhurst</b>	Square	<b>500</b>	\$ 39.83	\$ 19,915.00
5	<b>West Chicago</b>	Square	<b>400</b>	\$ 39.83	\$ 15,932.00
6	<b>Wheaton</b>	Square	<b>280</b>	\$ 39.83	\$ 11,152.40
7	<b>Woodridge</b>	Square	<b>1300</b>	\$ 39.83	\$ 51,779.00
8	<b>DuPage County Division of Transportation</b>	Square	<b>650</b>	\$ 39.83	\$ 25,889.50
	<b>TOTAL</b>				\$ 182,421.40

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Hard Rock Concrete Cutters, Inc.  
Typed/Printed Name: Corrie B. Krula Date: 5/3/2022  
Title: President Telephone Number: 847-850-7713  
E-mail corrie@hrccinc.com

## GENERAL TERMS AND CONDITIONS

### 1. INTENT

It is the intent of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, hereafter referred to as "Government Agencies", to jointly bid the cutting of sidewalks to address deficiencies and obtain compliance with the Americans with Disabilities Act.

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's manager or board of trustees/council, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

**Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).**

### 2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

**Bidders shall maintain pricing for a minimum of ninety (60) days from opening date.**

### 3. AWARD

**The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor.** Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

### 4. TERM

The term of this Agreement shall be one (1) year from the date of award. All participating parties reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

### 5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Government Agencies requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Government Agencies.

In the event awarded Contractor (s) is unavailable, the Government Agencies reserve the right to use whatever contractor is available to minimize and/or mitigate damages to the Government Agencies.

**6. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**

The Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing Corrie B. Krula
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform scope of work identified herein

**7. DOCUMENT OBTAINED FROM OTHER SOURCES**

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village will NOT rebid the project absent extraordinary circumstances.

**8. SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Government Agencies to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lombard will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

**9. CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

9.1 A performance bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency as security for the faithful performance of the Government Agency's contract; and

9.2 A payment bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency.

9.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus as determined by A.M. Best Ratings.

**10. ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, submit questions via email to: [spolarm@villageoflombard.org](mailto:spolarm@villageoflombard.org)

Questions are requested one week prior to the Bid Opening and are required no later than 10:00 A.M. on April 27, 2022.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village of Lombard recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

**11. JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Government Agency, as authorized by the Government Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Government Agency and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Governmental Agency. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Governmental Agencies during the extended term of this Agreement.

Bidder and the other Government Agencies may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Governmental Agency.

The bidder shall provide the other Government Agencies with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Governmental Agencies
- Certificate of insurance naming each other Government Agency as an additional insured
- Certified payrolls to the other Governmental Agency for work performed

**12. CONTACT WITH GOVERNMENT AGENCY PERSONNEL**

All bidders are prohibited from making any contact with the Government Agencies Presidents, Trustees, or any other official or employee of the Government Agencies (collectively, "Government Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Government Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager determines that the contact with Government Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

**13. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)**

Each Government Agency's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Government Agencies require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Government Agency, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the government official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Lombard to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lombard requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Government Agency discovers an undisclosed potential or actual conflict of interest, that Government Agency may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

**14. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

**15. PREVAILING WAGE**

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics that perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker’s name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Government Agencies or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

**16. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)**

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Government Agencies no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE GOVERNMENT AGENCIES.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

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.

**Increased penalties for Prevailing Wage Violations (Public Act 94-0488)**

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

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 violation 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.

**17. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et seq.)**

Pursuant to 30 ILCS 570/0.01 et. Seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Lombard’s Purchasing Manager.

**18. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event the Contractor’s non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights (“Department”), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**19. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT**

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public

**20. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

**21. UNBALANCED BIDS**

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Lombard will review all unit prices submitted by the apparent lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Government Agency.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Government Agencies, the right is reserved to reject such bid at the discretion of the Village of Lombard.

**22. DISCREPANCIES**

In all cases of discrepancies between the drawings and specifications, the Government Agency's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or his designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

**23. OMISSIONS/HIDDEN CONDITIONS**

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

**24. FIELD MODIFICATIONS**

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

**25. RESERVATION OF RIGHTS**

Each Government Agency reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Government Agency and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Government Agencies opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Government Agencies shall not be considered an alteration of the bids.

**26. TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

## 27. DEFINITIONS

- 27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Base Bids or Unit Prices.
- 27.2 **Supplemental Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as supplemental items, to which Work may be added or from which Work may be deleted for sums stated in Supplemental Bid or Unit Prices.
- 27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Government Agency may reject or negotiate any unit price which is considered excessive or unreasonable.

**In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.**

## 28. RESPONSIVE BID

- 28.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 28.2 Bidders shall promptly notify the Village of Lombard of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

## 29. MODIFICATIONS

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Lombard.

## 30. INSURANCE

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 30.1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
- 30.2. Auto Liability – Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this contract;
- 30.3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
- 30.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
- 30.5. Umbrella Coverage - \$2,000,000.00.
- 30.6. Contractor agrees that with respect to the above required insurance:

- 30.6.1. The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
  - 30.6.2. To provide separate endorsements: to name each Government Agency as an additional insured as their interest may appear, and to provide thirty (30) days’ notice, in writing, of cancellation or material change.
  - 30.6.3. The Contractor’s insurance shall be primary in the event of a claim.
  - 30.6.4. Each Government Agency shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
  - 30.6.5. A Certificate of Insurance that states that each Government Agency has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (Governmental Agencies name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- 30.7 **Umbrella Policy.** The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- 30.8 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Government Agencies may purchase such insurance coverages and charge the expense thereof to the Contractor.

**31. HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys’ fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

**32. CHANGE IN STATUS**

The Contractor shall notify the Village of Lombard and each Government Agency immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Lombard and each Government Agency shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

**33. SUBCONTRACTORS**

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Village of Lombard is required.

Notwithstanding written consent to subcontract approved by the Village of Lombard, the Contractor shall perform with the Contractor’s own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

**Failure to identify subcontractors could result in disqualification.**

**34. CHANGE ORDERS**

The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the appropriate Government Agencies prior to execution.

- 34.1. Change Orders shall comply with 720 ILCS 5/33E-9.
- 34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- 34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Government Agencies Purchasing Manager.
- 34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 34.6. A written Change Order must be issued by the affected Governmental Agencies' Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

**35. INVOICES AND PAYMENTS**

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Government Agency to that Government Agency. The Contractor shall be responsible for paying its subcontractors.

The Contractor's subcontractors shall not invoice a Government Agency, nor shall a Government Agency pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Government Agency detailing the services the Contractor provided directly to the respective Government Agency. All services shall be invoiced based on unit pricing and quantities used. Each Government Agency shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Government Agency. Each Government Agency shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

<b>Village of Lombard</b>	<b>Village of Bartlett</b>	<b>Village of Bensenville</b>	<b>City of Elmhurst</b>
ATTN: Mike Spolar	ATTN: Nick Talarico	ATTN: Jeffery Maczko	ATTN: Grant Hicks
255 E. Wilson Avenue	228 S. Main Street	717 E. Jefferson Street	209 N. York Street
Lombard, IL 60148	Bartlett, IL 60103	Bensenville, IL 60106	Elmhurst, IL 60126

<b>City of West Chicago</b>	<b>City of Wheaton</b>	<b>Village of Woodridge</b>	<b>DuPage County DOT</b>
ATTN: Mehul T. Patel,	ATTN: Nathan Plunkett	ATTN: Scott Sramek	Attn: Mike Figuray
475 Main Street	821 W. Liberty Drive	1 Plaza Drive	140 N County Farm Rd
West Chicago, IL 60185	Wheaton, IL 60187	Woodridge, IL 60517	Wheaton, IL 60187

**36. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Project Specifications, the General Terms & Conditions, the Invitation for Bids, the General Terms & Specifications and the Contractor's Bid Response.

**37. JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois for the Government Agencies whose office is in DuPage County, and in the Circuit Court of Cook County, Illinois for Government Agencies whose office is in Cook County.

**38. NON-ENFORCEMENT BY THE GOVERNMENT AGENCY**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Governmental Agencies, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

**39. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Government Agencies.

**40. TERMINATION**

The Government Agencies reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Government Agencies for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Government Agencies shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

**41. NON-APPROPRIATIONS**

The Government Agencies reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or Village Council or County Board or Sanitary District Board of the affected Government Agency.

**42. AFFIDAVITS**

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

**43. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL**

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)26(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including

uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials.

**44. ALTERNATE AND MULTIPLE BIDS**

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

**45. CONTRACTOR'S LICENSES:** The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Governmental Agency in which the work is performed.

**46. AUDIT/ACCESS TO RECORDS**

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
  - i. negotiated prime contractors;
  - ii. negotiated change orders or contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii. sub-contracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
  - i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
  - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

**47. WITHDRAWAL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of 90 calendar days thereafter. The successful Bidder

shall not withdraw or cancel its bid after having been notified that the respective Governing Board have accepted said bid.

**48. COMPETENCY OF BIDDER**

If requested in writing by a Government Agencies, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) Municipal references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

**49. NOTICE TO PROCEED**

No work shall be undertaken prior to contract approval by the Contractor and the Government Agencies and the issuance of Government Agencies purchase order.

**50. PERMITS AND LICENSES**

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. *Prior to performing any Work*, Contractor and all subcontractors must obtain a business license in each Government Agency they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Government Agencies applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

**51. SAFETY OF PERSONS**

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

**52. ADDITIONAL SAFETY STANDARDS**

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the MANAGER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the MANAGER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the MANAGER if such is the case.

**53. OSHA STANDARDS**

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Government Agencies must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

**54. COMPLIANCE WITH FREEDOM OF INFORMATION ACT**

The Government Agencies are required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Government Agencies to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Government Agencies, copies of any and all such documents when directed to do so by the Government Agencies. All such documents shall be delivered to the Government Agencies Clerk's Office no later than five (5) working days after the date of the Government Agencies direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Government Agencies to the Contractor which shall be paid immediately by the Contractor upon

demand of the same by the Government Agencies.

**LABOR STATUTES, RECORDS AND RATES**  
**CONSTRUCTION CONTRACTS**

for

**MUNICIPALITIES – STATE OF ILLINOIS**  
**JUNE 2017**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: “All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property.”

1.2 Illinois Constitution, Article I, Section 18, which provides: “The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts.”

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of “any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof.”

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: “In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country...”

3.0 The Servicemen’s Employment Tenure Act, as amended, 330 ILCS 60/2, “safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen.”

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: “It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.” The current Schedule of Prevailing Wages for DuPage County and/or Will County and Lake County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: “All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate.”

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

## 6.0 Drug Free Work Place

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

### 6.1 Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

### 6.2 Establishing a drug free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the Village's or Contractor's policy of maintaining a drug free workplace;
3. any available drug counseling, rehabilitation and employee assistance programs;
4. the penalties that may be imposed upon employees for drug violations.

6.3 Providing a copy of the statement required by subparagraph 6.1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part 6.1.3(B) of subparagraph 6.1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

- 6.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 Patriot Act Compliance

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**SIDEWALK SAW CUTTING**  
**BID SPECIFICATION**

**1.0 General**

Wherever the word "Owner" or "Engineer" appears in this document, it shall be interpreted to mean each Government Agencies representative.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each Government Agencies for performance of prescribed work.

**2.0 Scope of Project**

This work shall consist of removing vertical surface discontinuities between ½" to 2½". All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½" or greater will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

Contractor must track and document all sidewalk sawing cuts on a daily basis listing the location (as best possible), the measurements of both vertical surface discontinuities, width of cut and show quantity calculations. Contractor will also be responsible for continually monitoring the total costs of work as project progresses so that it will not exceed the awarded contract amount unless specifically directed by local agency project manager.

Work Orders will be issued to the Contractor by each Government Agency. The Work Orders will be submitted to the Contractor by each Government Agency on a monthly basis. The Work Orders must be completed by the Contractor within 30 days of issuance of each Work Order. Each Government Agency has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Lombard further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Anticipated locations of the work for each municipality is shown on Appendix B.

**3.0 Maintenance Bond**

The Contractor is required to furnish a maintenance bond approved by the Government Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions for a period of one year from date of written final acceptance and final payment. If within the one (1) year guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Government Agencies, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

**4.0 Contract Completion Date and Interim Completion Dates**

The Contractor shall execute the contract within ten working days after contract award by each individual Governmental Agency. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Governmental Agency to Schedule the work. Interim dates stated below unless agreed to by Governmental Agency in writing.

Deliverables – All deliverables shall be submitted within two (2) calendar weeks of completion.

5.0 **Work Quality Inspection**

The contractor shall provide and maintain all traffic control and protection including but not limited to: arrow boards, signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements meeting IDOT requirements, or of the agency having jurisdiction over the right-of-way.

6.0 **Prosecution and Progress**

The Contractor shall complete all work under this Contract no later than October 28, 2022. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

7.0 **Contractor's Use of Premises**

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.
5. See Appendix A for each municipality's additional input on local parking plan.

8.0 **Pre-Construction Meeting**

A pre-construction meeting with the Contractor will be held with each Government Agency to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency and Non-emergency Contact info including emails and phone numbers.

9.0 **Weekly Meetings**

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor's working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

10.0 **Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Engineer. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Engineer deems it is necessary. The Contractor shall contact the Engineer at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

11.0 **Safety**

The Contractor shall comply with State, Local, and Federal Safety and Health regulations applicable to the work being performed including OSHA.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

## 12.0 Water Usage

See Appendix A for each municipality's additional input on local water usage plan.

## 13.0 Pay Estimates

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Municipality to that Municipality. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice a Municipality, nor shall a Municipality pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Municipality detailing the services the Contractor provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. Each Municipality shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Municipality. Each Municipality shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to the local agency project manager.

## 14.0 Payout Procedures

Each Government Agency payout procedure schedule will be submitted to the contractor at the pre-construction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each Government Agencies' project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by Government Agency staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each Government Agency, the Government Agency will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the Government Agency inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per Government Agency inspection requirements.

Applications for payment must be submitted on a Government Agencies approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Engineer. Contractors shall not call each Government Agencies' Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of payment.

## 15.0 Payment for Extra Work

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, then the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

#### 16.0 Public Advisory

A minimum of two weeks prior to commencing with sidewalk repair and maintenance work the Contractor shall coordinate with each Government Agency to provide general public notice of the work to be done.

"No Parking – Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

#### 17.0 Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

#### 18.0 Protection of Environment

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

## PROJECT SPECIAL PROVISIONS

### 1.0 SCOPE OF WORK

This work shall consist of removing vertical surface discontinuities between ½" to 2½". All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½" or great will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

All saw cutting work shall be completed with equipment capable of cutting at any angle and able to remove the concrete completely to all of the edges of the vertical surface discontinuity. No scarifications or similar large grinding machines are acceptable and will NOT be allowed.

All saw cutting shall be taken to the zero point of the vertical surface discontinuity to the adjacent opposite side and to both edges of the sidewalk to eliminate the trip hazard over the full width of the sidewalk.

Debris and concrete dust shall be cleaned from the sidewalk surface as well as the surrounding area of work. At no time shall concrete dust, slurry or debris be allowed to enter the village storm system.

The contractor shall submit a list of all vertical surface discontinuities that were removed, including measurements of height at each end and width, address location and notes associated with work.

Any vertical surface discontinuities greater than 2½" will be reported to the village engineer at the end of each work day. Spalled surfaces, sidewalk squares broken into 3 or more pieces and other sidewalk irregularities requiring removal and replacement will also be reported to the village engineer at the end of each day. All reported sidewalk deficiencies will have a corresponding street address or detailed description of location if an address is not available.

Contractor must track and document sidewalk sawing cuts on a daily basis listing the measurements of both vertical surface discontinuities and show in-foot calculations. Contractor will also be responsible continually monitoring the total costs of work as project progresses so that it will not exceed awarded contract amount unless specifically directed by Village Engineer.

The work under this item shall be paid for at the contract unit price per cut square for "SIDEWALK TRIP HAZARD REMOVAL". Said price shall include all labor, materials, and equipment necessary to complete the work in place.

### FUNDING LIMITS

The Village of Lombard has budgeted a specific amount of funds for the construction of this project. It is recognized that the cost to complete the work listed within these special provisions and the contract documents may vary from the budgeted amount. The quantities called for in this contract indicate the estimated amount of work to be expected. The actual amounts may vary depending upon actual field conditions. Bidders are hereby notified that the Village of Lombard reserves the right to adjust the quantities contained in this contract at its sole discretion to keep the construction cost near the estimated budget. It shall be understood and agreed that the contract unit prices shall prevail regardless of changes to the contract quantities which may be made subsequent to the contract award and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities. No increase in unit price will be allowed if the method of construction changes due to increased or decreased quantity. By submitting a bid, the successful bidder agrees to be bound by said unit prices, and will not make claims for adjustments due to work which may be added or deleted from the project.

### 2.0 MEASUREMENT AND PAYMENT

Saw cutting of sidewalk will be measured for payment by unit of sidewalks cut. The cost of cleaning sidewalk shall be included in the price bid for saw cutting. The Contractor is required to record and submit, with each invoice, the location of each trip hazard removed. The work shall be paid for at the contract unit price per SQUARE for SAW CUTTING SIDEWALK, SPECIAL, which price shall include all labor, equipment, tools, materials, and all other costs associated with such work as specified herein. Included in the unit price bid shall be all labor, equipment and materials for the cutting of the concrete, cleaning up, and disposal of all debris to the Contractor's site. It shall also include the cost of transporting, setup and removal of all equipment to each site.

**3.0 PROJECT SUBMITTALS**

The Contractor is required to submit a list of sidewalk(s) cut through the contract, which shall provide the date of the work, the address of the adjacent property at which the cut was made to each Government Agencies’ Director of Public Works or his/her designee prior to initiation of the work. The contractor shall provide each agency with certification of the work completed within the defined area that states that they have cut all sidewalk deficiencies that met the specifications of the contract.

**4.0 MATERIALS & SERVICES TO BE PROVIDED BY GOVERNMENT AGENCIES**

**4.1 Water and Water Meter** – Each Government Agency shall furnish water for sidewalk saw cutting at no cost to the contractor. Water shall be obtained from hydrants designated by each Government Agencies’ Director of Public Works or his/her designee and only through a meter/backflow device obtained from the Government Agency. There is a refundable deposit (up to \$2,000 as determined by each Government Agency) required for each meter/ backflow device. The meter deposit costs are subject to change. Meters shall only be used within the Government Agency from which they are obtained. The Contractor shall not use an Agency’s meter to meter water in any other Agency.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Government Agencies’ Public Works Director or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Owner’s projects and shall not be used by the contractor for outside work.

Village of Lombard requires contractors to use Village provided hose lead from hydrant port to hydrant meter and meter shall be placed on ground. Hose from meter is not permitted across roadways. Vehicular traffic going over hoses on roadway may cause a hammering effect on water system, which in turn can cause a water main break.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from Government Agency hydrants.

See Appendix A for Additional Government Agencies – Water, Meter Rates, Overnight Parking and Disposal Information.

4.2 Village of Lombard – Billing rates and fees are listed below.

**Water Meter Rental Charges**

**5/8” or 3/4” Meter**

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

**2” Meter**

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

Contractors wishing to rent a water meter should contact the Village Department of Public Works at (630) 620-5740. The Finance Department will deduct the water meter rental fee from the deposit.

**5.0 SCHEDULING OF WORK**

- 5.1 Coordinate with Government Agencies pertaining to road work or other projects;
- 5.2 Coordinate with Government Agencies pertaining to lane closures or road closures;
- 5.3 Government Agencies will notify contractor of planned local events at pre-construction meeting;
- 5.4 Contractor to coordinate work with other utility companies.

**6.0 PERMITS**

The contractor is responsible for obtaining all permits needed for work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

Village of Lombard information is listed: Contractor must comply with other Government Agencies’ respective permit requirements related to oversize/ overweight vehicles.

**Equipment on Pavement and Structures.** In accordance with Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<i>Maximum Gross Weight:</i>	<i>80,000 pounds</i>
<i>Maximum Gross Length:</i>	
<i>Tractor Trailer</i>	<i>55 feet</i>
<i>Truck Trailer</i>	<i>60 feet</i>
<i>Maximum Gross Width:</i>	<i>8 feet 6 inches</i>
<i>Maximum Gross Height:</i>	<i>13 feet 6 inches</i>
<i>Maximum Axle Weight Limit</i>	<i>20,000 pounds</i>
<i>Maximum Axle Tandem Weight Limit</i>	<i>34,000 pounds</i>

To reference the complete Village Ordinance concerning permit moves and fee structure visit <http://www.villageoflombard.org/DocumentCenter/View/11754>

**The Contractor must be familiar with the ordinance. This ordinance is strictly enforced; offenders will be subject to fine, arrest and prosecution.**

The Lombard Police Department is now using an online-based permitting system via the website, [www.oxcartpermits.com](http://www.oxcartpermits.com). Contractors applying for an overweight/oversize permit will have to use the Oxcart permitting software. The form can be completed on the Oxcart website under the Trucking login/sign up link (<http://oxcartpermits.com/user/trucking>)

Visit <http://www.villageoflombard.org/421/Truck-Enforcement-OversizeOverweight-Per> regarding enforcement and truck routes. If you have any questions regarding commercial motor vehicle/permits please contact Officer Latronica at 630-873-4453 or by e-mail at [latronica@villageoflombard.org](mailto:latronica@villageoflombard.org)

**APPENDIX A:**  
**ADDITIONAL MUNICIPALITY-SPECIFIC INFORMATION**

**Village of Lombard**

Project Manager –Mike Spolar, Village Engineer, 630-620-5740, [spolarm@villageoflombard.org](mailto:spolarm@villageoflombard.org)

Local Parking Plan – Overnight parking available at Public Works Facility located at 1135 N Garfield St.

Local Water Plan – No charge for water, the Village of Lombard will allow water to be obtained from Village-owned hydrants, as approved by the project manager. The Contractor must obtain a permit and make a refundable deposit (up to \$2,000), install portable water meter/backflow device and maintain a record of water quantity used (no cost for water).

Maps – Attached

Note: The Village of Lombard has a not to exceed budget of \$25,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Lombard maps and the total cost is less than \$25,000.00, additional areas shall be provided by the Project Manager.

**Village of Bartlett**

Project Manager - Nick Talarico, Civil Engineer, 630-837-0811, [NTalarico@BartlettIL.gov](mailto:NTalarico@BartlettIL.gov)

Local Parking Plan – Overnight parking is available at the Village’s Public Works Facility located at 1150 Bittersweet Drive.

Local Water Plan – Water will be available free of charge at the Village’s Public Works Facility located at 1150 Bittersweet Drive. The use of residential hydrants for a water source is strictly prohibited. The Contractor shall notify the Project Manager 48-hours in advance of beginning work so that a water meter can be made available and installed at the fill-up site (no deposit will be required). The Contractor shall also be responsible for recording usage and reporting it to the project manager.

Maps – Attached.

Note: The Village of Bartlett has a not-to-exceed budget of \$50,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Bartlett maps and the total cost is less than \$50,000.00, additional areas shall be provided by the Project Manager.

**Village of Bensenville**

Project Manager – Jeffery Maczko, Village Engineer, 630-594-1196, [jmaczko@bensenville.il.us](mailto:jmaczko@bensenville.il.us)

Local Parking Plan – Overnight parking is available at the Village’s Public Works Facility located at 717 E. Jefferson Street.

Local Water Plan – Water will be available at the Village’s Public Works Facility located at 717 E. Jefferson Street.

Maps – Attached.

**City of Elmhurst**

Project Manager – Grant Hicks, 630-530-3034, [grant.hicks@elmhurst.org](mailto:grant.hicks@elmhurst.org)

Local Parking Plan – Overnight parking is available at Public Works Facility at 985 S Riverside Drive.

Local Water Plan – No charge for water, water tanks can be filled at the Public Works Facility at 985 S Riverside Drive. The City will also allow water to be obtained from City-owned hydrants. The contractor must obtain a permit and make a \$1500 deposit for a portable water meter/backflow device and maintain a record of water quantity used.

Maps – Attached.

**City of West Chicago**

Project Manager – Doug Masters, Office: 630-293-2255, Cell: 815-210-6089, [dougm@thomas-engineering.com](mailto:dougm@thomas-engineering.com)

Local Parking Plan – Overnight parking will be available at the Office of the Director of Public Works, located at 1400 W. Hawthorne Lane.

Local Water Plan – No charge for water. The City of West Chicago will allow water to be obtained from the City's fire hydrant located at 1400 W. Hawthorne Lane. The contractor must obtain a City water meter from City Hall, make a \$750 refundable deposit, and have their water truck (equipped with air gap backflow prevention) inspected at 1400 W. Hawthorne Lane prior to obtaining City water.

Maps – Attached.

Note: The City of West Chicago has a not to exceed budget of \$25,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the City of West Chicago maps and the total cost is less than \$25,000.00, additional areas shall be provided by the Project Manager.

**City of Wheaton**

Project Manager – Nathan Plunkett, Street Superintendent, 630-260-2116, [nplunkett@wheaton.il.us](mailto:nplunkett@wheaton.il.us)

Local Parking Plan – Overnight parking is available at Wheaton Public Works Yard at 822 W Liberty Dr in Wheaton.

Local Water Plan – No charge for water. The City of Wheaton will allow water to be obtained from any hydrant within the City limits. A refundable deposit of \$700 is required.

Maps – Attached.

**Village of Woodridge**

Project Manager – Scott Sramek, Public Works Foreman, 630-719-4757, [ssramek@wil.woodridge.il.us](mailto:ssramek@wil.woodridge.il.us)

Local Parking Plan – Limited parking space is available at the Towne Centre parking lot located near 1 Plaza Drive. Will coordinate based on available space at the time of work.

Local Water Plan – No charge for water, a hydrant with a meter is available at the Public Works yard located at 1 Plaza Drive.

Maps – Attached.

**DuPage County Division of Transportation**

Project Manager – Mike Figuray, Manager of Highway Operations, (630) 407-6924, [Michael.Figuray@dupageco.org](mailto:Michael.Figuray@dupageco.org)

Local Parking Plan – Overnight parking will be available at the DOT Maintenance Facility, 140 N. County Farm Road, Wheaton, IL 60187

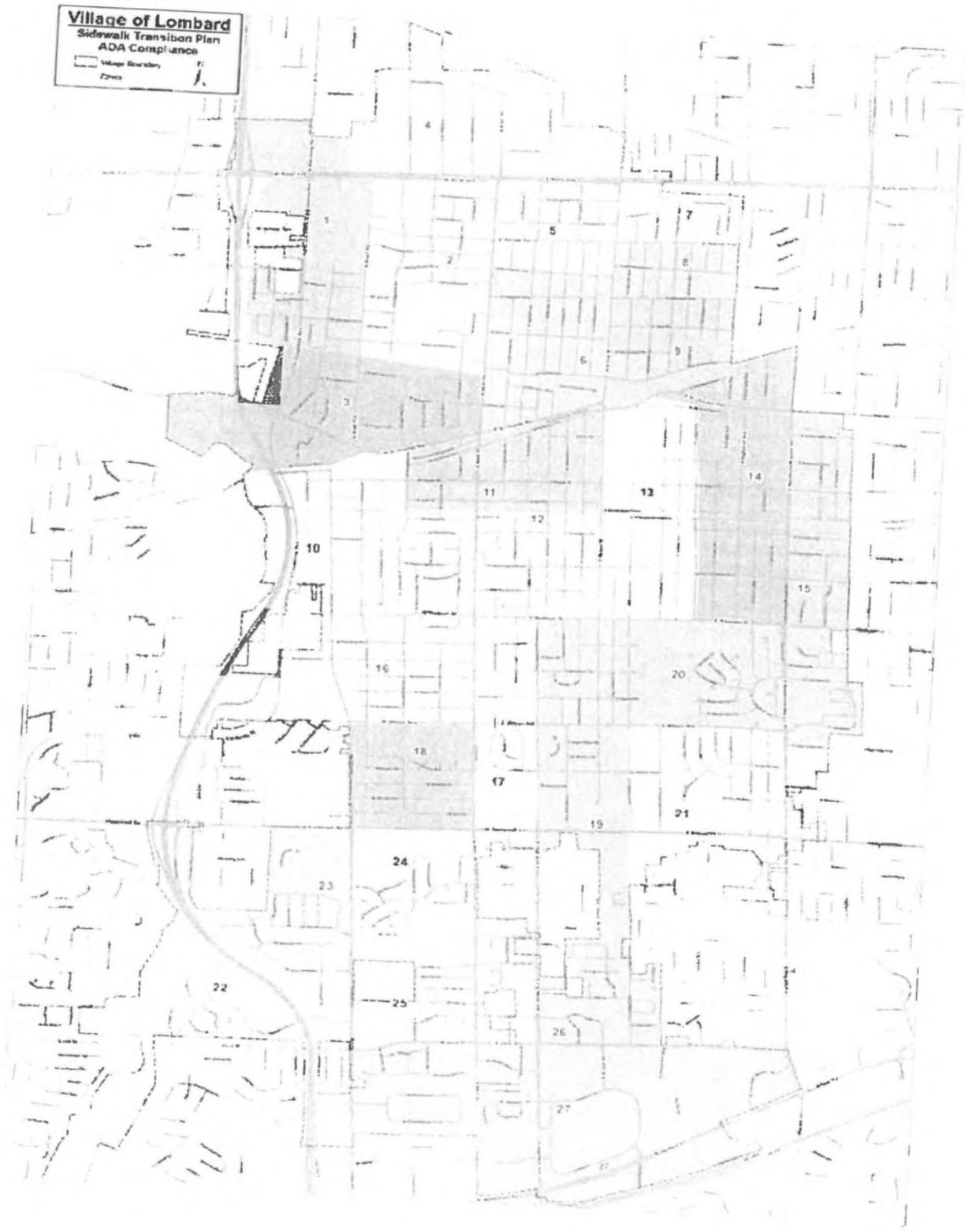
Local Water Plan – No Charge for water. Water is available at the DOT Maintenance Facility located at 140 N. County Farm Road, Wheaton, IL 60187

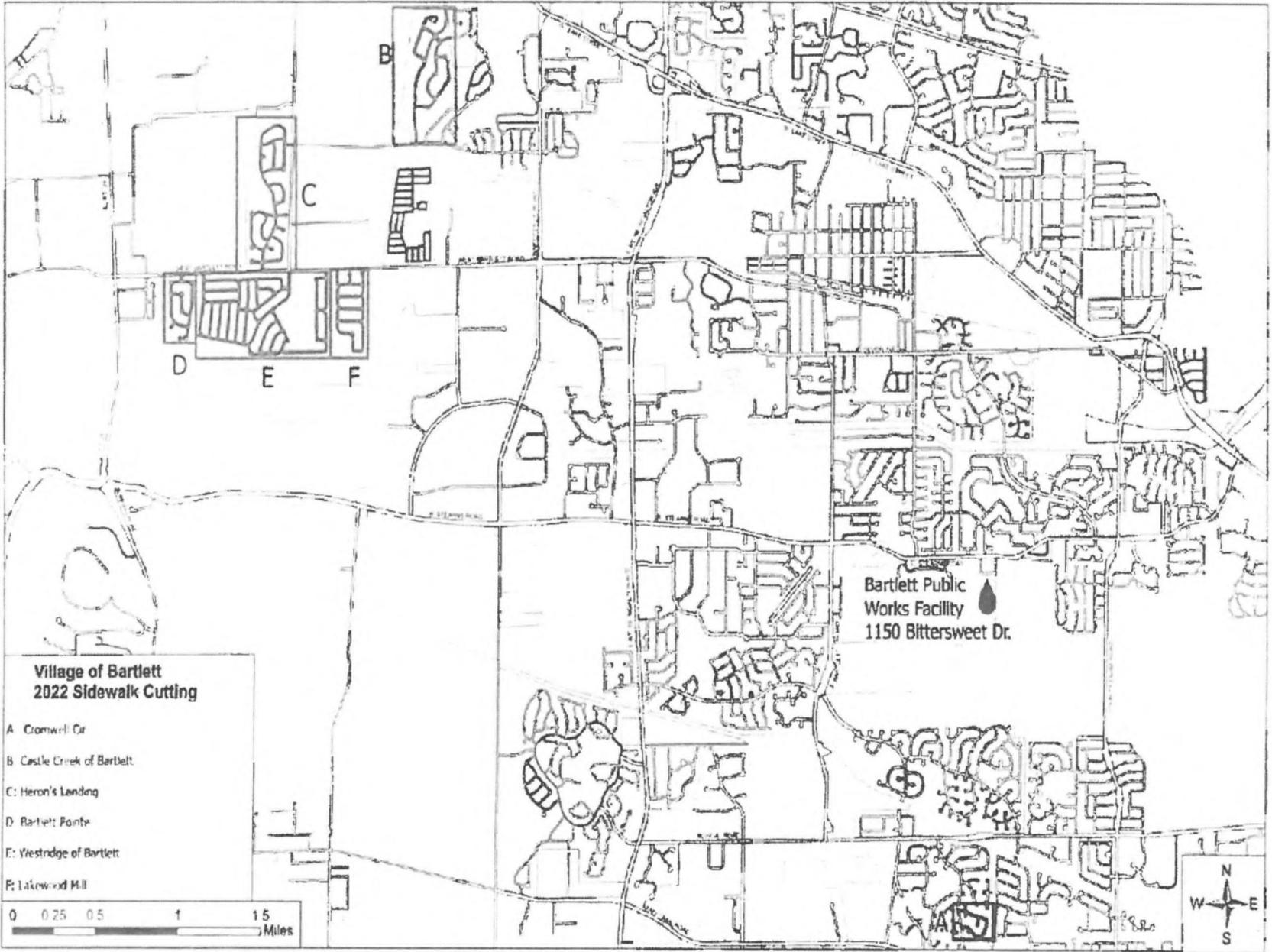
Maps – see segment list and maps attached.

**APPENDIX B:**  
**LOCATION MAPS**

**(ATTACHED)**

# Village of Lombard - Zones 4, 5, & 6







# Village of Bensenville

## 2022 Sidewalk Cutting- Preliminary



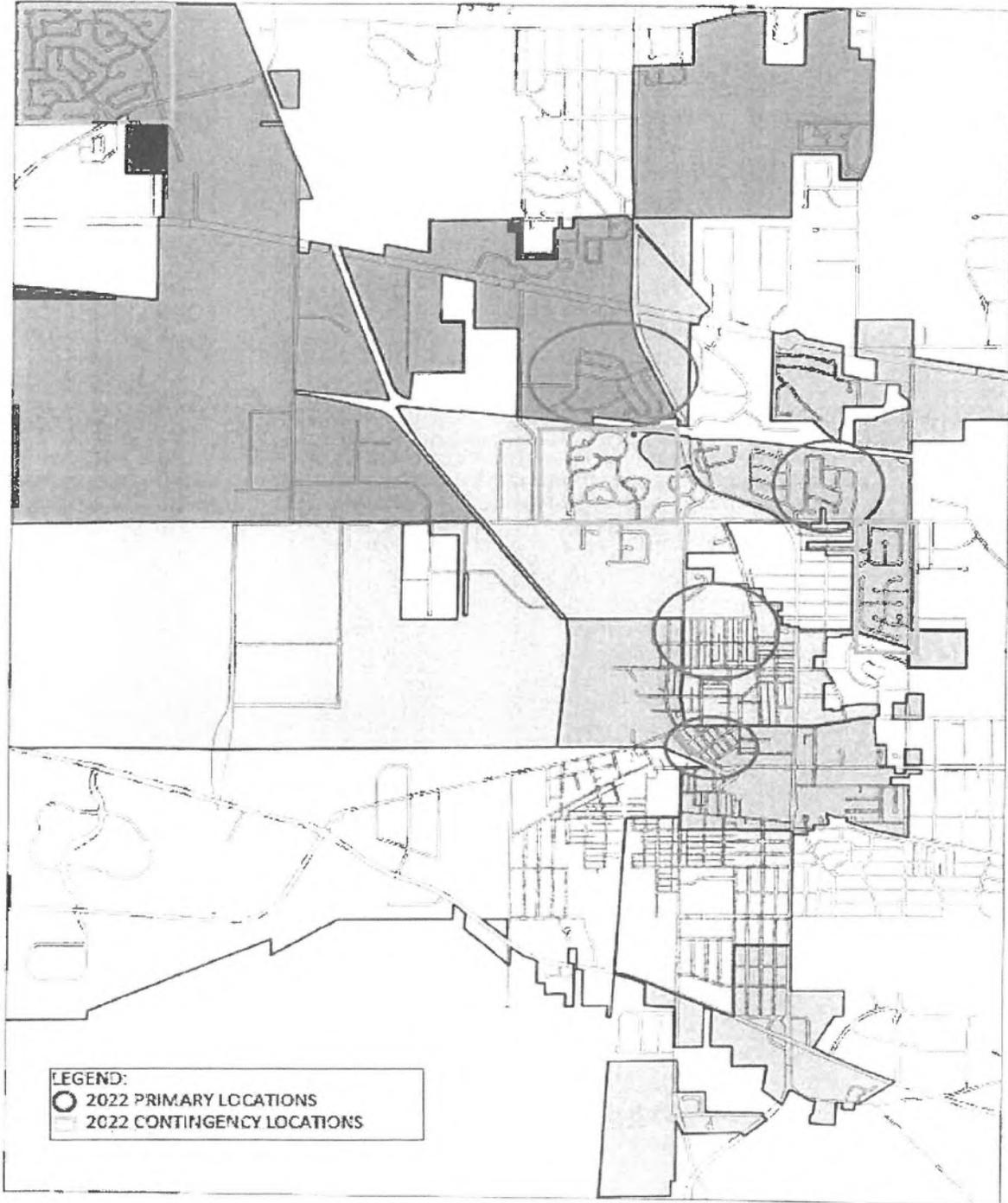
Village of Bensenville



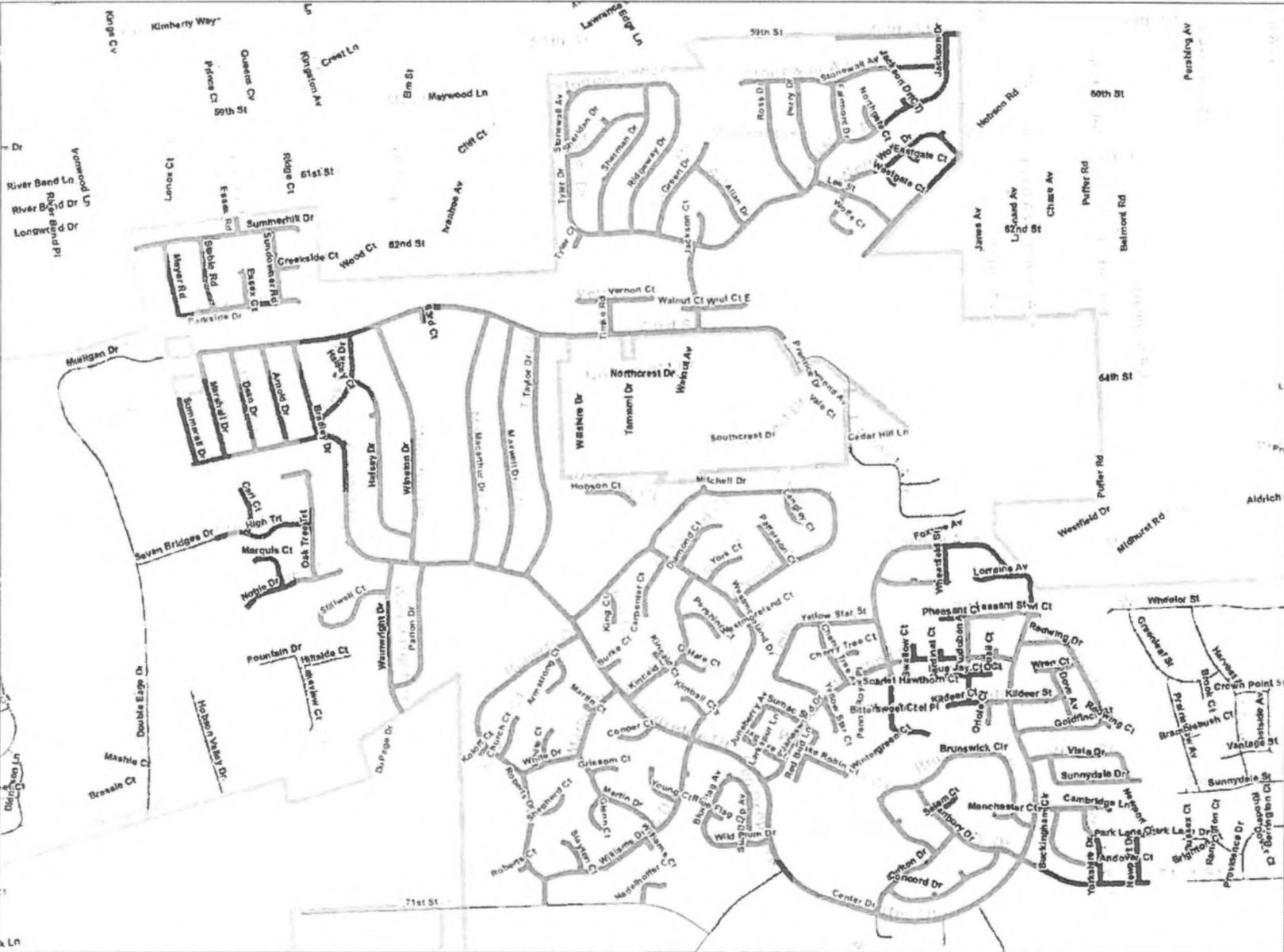
Date: 12/15/2021



### City of West Chicago 2022 MPI Sidewalk Saw Cutting Locations







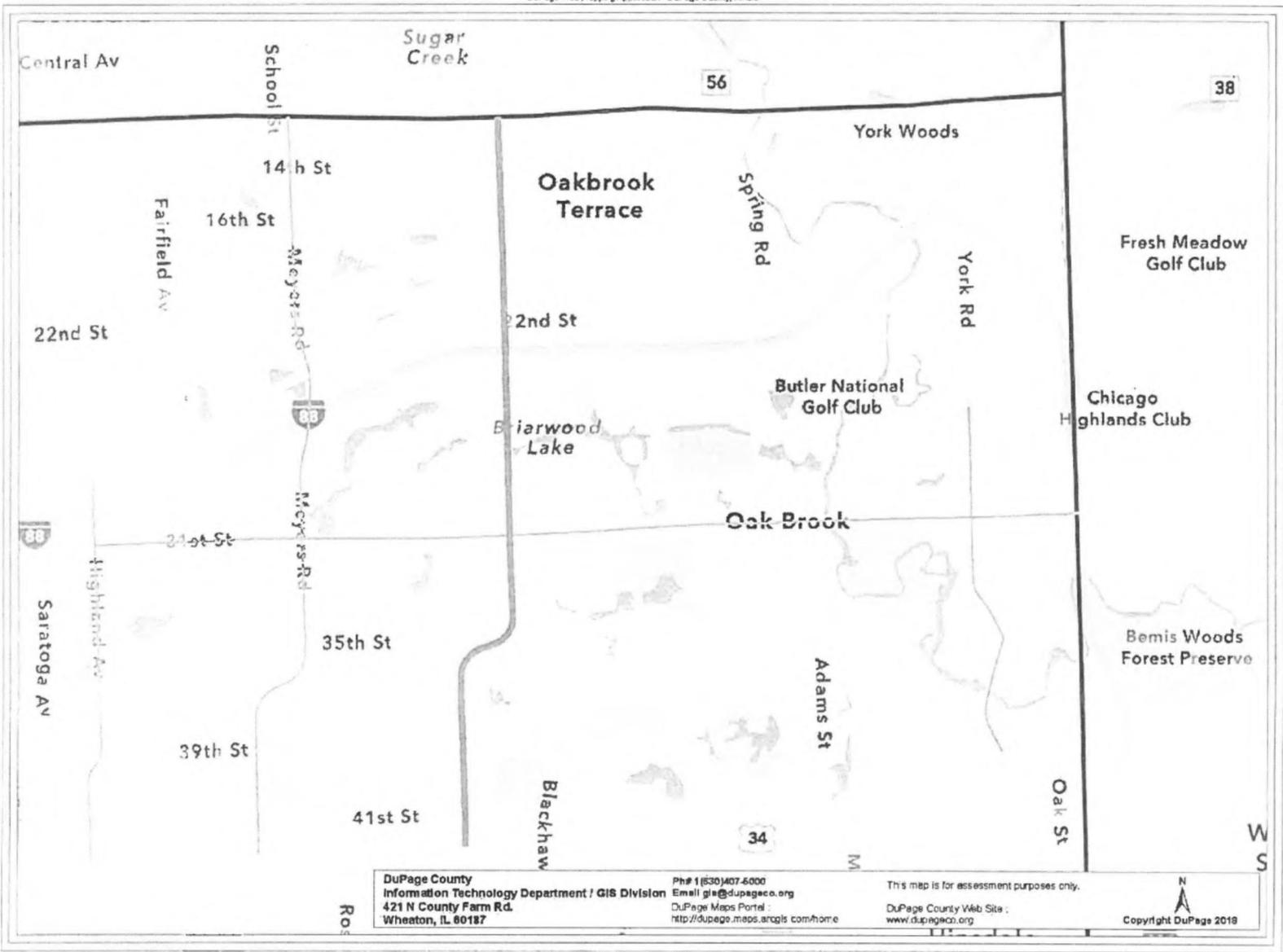
VILLAGE OF WOODRIDGE - SIDEWALK CUTTING 2022

1/24/2022

Village of Woodridge



DuDOT Sidewalk Cutting Requests  
DuPage Web Mapping Application - DuPage County, Illinois



**APPENDIX C:**

**DOCUMENTS TO RETURN WITH BID SUBMISSION**

**(ATTACHED)**

<b>PERFORMANCE REFERENCE FORM</b>
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Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: City of Aurora  
 Address: 44 E Downer Place  
 City, State, Zip Code: Aurora, IL 60505  
 Contact Person/Telephone Number: Ian Wade 630-256-3237  
 Dates of Service /Awarded Amount: Oct-Dec 2021 \$33,687.50

Municipality: City of Crystal Lake  
 Address: 100 W Woodstock St.  
 City, State, Zip Code: Crystal Lake, IL 60014  
 Contact Person/Telephone Number: Kevin Lill 224-407-6146  
 Dates of Service/Awarded Amount: Oct- Nov 2021 \$48,300.00

Agency: Village of Downers Grove  
 Address: 5101 Walnut Ave.  
 City, State, Zip Code: Downers Grove, IL 60515  
 Contact Person/Telephone Number: Matt Stern 630-434-5463  
 Dates of Service/Awarded Amount: March-April 2021 \$57,118.11

Agency: Village of Palatine  
 Address: 148 W. Illinois Ave  
 City, State, Zip Code: Palatine, IL 60067  
 Contact Person/Telephone Number: Dan Neyfeldt 847-705-5200  
 Dates of Service/Awarded Amount: June 2021 - April 2022 \$85,500.00

Agency: Village of Wheeling  
 Address: 2 Community Blvd.  
 City, State, Zip Code: Wheeling, IL 60090  
 Contact Person/Telephone Number: Kevin Pelli 847-344-4255  
 Date of Service: June- July 2021 \$19,968.96

**DISQUALIFICATION OF CERTAIN BIDDERS**

**PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

**(Please sign bid form indicating compliance)**

 Corrie B. Krula, President  
 \_\_\_\_\_  
 (Name of Bidder if the Bidder is an Individual)  
 (Name of Partner if the Bidder is a Partnership)  
 (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

  
 \_\_\_\_\_  
 Notary Public

**BIDDER'S CERTIFICATION FORM**

**VILLAGE OF LOMBARD  
BIDDER'S CERTIFICATION FORM  
(BID PROPOSAL)**

The undersigned being an authorized representative of Hard Rock Concrete Cutters, Inc.  
(Name of Company)

(hereinafter the "Bidder") who has submitted a bid on a contract for RFB #2022-023 to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;
2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: Corrie B. Krula  
Authorized Agent of Bidder

Corrie B. Krula, President      5/3/2022  
Print Name / Title      Date

Subscribed and sworn to  
before me this 3rd  
day of May, 2022.

Christine A. Blesell  
Notary Public

The Village of Lombard reserves the right to reject any or all bids, and to waive technicalities in bidding. Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

Corrie B. Krula, being first duly sworn,

deposes and says that he is Officer  
(Partner, Officer, Owner, Etc.)

of Hard Rock Concrete Cutters, Inc.  
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or 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 to 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 element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Corrie B. Krula

Corrie B. Krula, President

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

Christina D. Blawie

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**CONFLICT OF INTEREST**

Hard Rock Concrete Cutters, Inc., hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Lombard.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

Corrie B. Krula

Corrie B. Krula, President

(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

Lyndee D. Bessell

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**TAX COMPLIANCE AFFIDAVIT**

Corrie B. Krula, being first duly sworn,

deposes and says that he/ she is a/ an Officer  
(Partner, Officer, Owner, Etc.)

of Hard Rock Concrete Cutters, Inc.  
(Name of Company)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Lombard because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action



Corrie B. Krula Corrie B. Krula, President  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

Cynthia D. Bessel  
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**SUB-CONTRACTOR INFORMATION**

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: N/A # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

.....

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

\_\_\_\_\_

**APPENDIX D:**  
**NATIONAL SECURITY/USA PATRIOT ACT**

**RFB #2022-023**

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Lombard that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the Village of Lombard that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

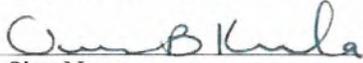
CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Hard Rock Concrete Cutters, Inc.

\_\_\_\_\_  
Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation

This 3rd day of May, 2022.

By   
Sign Name

Corrie B. Krula  
Print Name

President  
Position/Title

**APPENDIX E:**  
**AGREEMENT ACCEPTANCE**

**RFB #2022-023**  
**2022 SIDEWALK SAW CUTTING PROGRAM**

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of *[insert Municipality name]* ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**APPENDIX F:**  
**DUPAGE COUNTY VENDOR ETHICS DISCLOSURE**

**(ATTACHED)**

## Instructions

### Vendor Ethics Disclosure Statement

This form is filed by contract; a separate disclosure form must be filed for every contract action or informational update.

Company Name: Name under which the contract is or will be awarded.

Company Contact & Phone: Individual to be contacted if necessary

"Bid/Contract/PO/Description" identifying County reference. If an identifying County number has not been issued, include a detailed description of the services or goods to be provided including dollar amount, time frame, etc.

Section: B Contribution

Recipient: identify recipient of contribution

Donor: name under which the contribution was made, identify relationship to contractor

Description: identify the nature of the contribution

Amount/Value: monetary value of the contribution and method of valuation

Date Made: date of contribution

Authorization:

Signature, Name and Title of individual/officer/agent legally authorized to sign on behalf of the contractor.

Date: date form was completed and signed.

## Definitions

### Vendor Ethics Disclosure Statement

**Contribution** – a gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

**Gift** – any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

**Multi-year contracts** – those contracts with a duration greater than 12 months, require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

**Prohibited Source** – any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 5/3/2022

Bid/Contract/PO #: RFB 2022-23

Company Name: Hard Rock Concrete Cutters, Inc.	Company Contact: Corrie B. Krula
Contact Phone: 847-699-0010	Contact Email: corrie@hrcinc.com

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

The full text for the county's ethics and procurement policies and ordinances are available at: <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name Corrie B. Krula

Title President

Date 5/3/2022

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



# AIA<sup>®</sup> Document A310<sup>™</sup> - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
Hard Rock Concrete Cutters, Inc.  
601 Chaddick Drive  
Wheeling, IL 60090

### SURETY:

(Name, legal status and principal place of business)  
Swiss Re Corporate Solutions Premier Insurance Corporation  
1450 American Lane, Suite 1100  
Schaumburg, IL 60173

### OWNER:

(Name, legal status and address)  
Village of Lombard  
1051 S. Hammerschmidt Avenue  
Lombard, IL 60148

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

**BOND AMOUNT:** Five Percent of the Amount of Bid----- (-5%--)

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

### PROJECT:

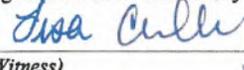
(Name, location or address, and Project number, if any)  
2022 Sidewalk Saw Cutting Program

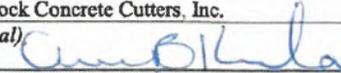
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 5th day of May, 2022.

  
\_\_\_\_\_  
(Witness)

Hard Rock Concrete Cutters, Inc.  
(Principal)  (Seal)

(Title) President  
Swiss Re Corporate Solutions Premier Insurance Corporation

  
\_\_\_\_\_  
(Witness)

(Surety)  (Seal)  
(Title) Samantha Bradtke, Attorney In Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

*Surety Company Acknowledgement*

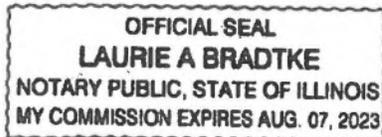
STATE OF **ILLINOIS**  
COUNTY OF **COOK** SS.:

On this 5th day of May, 2022, before me personally appeared **Samantha Bradtke**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Swiss Re Corporate Solutions Premier Insurance Corporation**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

*Laurie A. Bradtke*

Notary Public in and for the above County and State

My Commission Expires: 08/07/23



**SWISS RE CORPORATE SOLUTIONS**

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY, SHEREN L. HEMLER, MIKE POHL, JOHN E. ADAMS, GERALD C. OLSON,

KIRK LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, LUCIANNE BISCHOFF and CHRISTINE EITEL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**FIFTY MILLION (\$50,000,000.00) DOLLARS**

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9<sup>th</sup> of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By \_\_\_\_\_  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

*Erik Janssens*

By \_\_\_\_\_  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



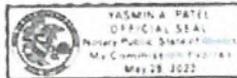
IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of APRIL, 2022

State of Illinois  
County of Cook

SS

**Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation**

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



*Yasmin A. Patel*

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.  
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of May, 2022.

Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC

