

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/3/2020

SUBJECT:	SUBMITTED BY:
Extension of Contract - 2020 Sidewalk Rehabilitation Project	Andy Sikich Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize the extension of an existing contract for the 2020 Sidewalk Rehabilitation Project (S-006) with Hard Rock Concrete Cutters Inc., of Wheeling, Illinois in the amount of \$81,898.90.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY20 Budget includes \$269,000 in the Capital Projects Fund for the sidewalk maintenance contracts.

RECOMMENDATION

Approval on the March 3, 2020 consent agenda.

BACKGROUND

The Sidewalk Rehabilitation Project consists of the removal of sidewalk vertical discontinuities (ranging from ¼” to approximately 1.5”) where no other sidewalk deficiencies exist, by saw-cutting the concrete. This process meets ADA compliance, is cost effective, clean and efficient. In addition, no excavation of the parkway or private property is required.

This contract was bid and awarded in 2019 to Hard Rock Concrete Cutters, Inc. The contractor satisfactorily performed this work for the Village in 2019. Staff is recommending a contract extension to Hard Rock Concrete Cutters Inc., in lieu of advertising a new call for bids.

ATTACHMENTS

Resolution
Contract Extension
Original Contract
Contractor Evaluation

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF A
FIRST EXTENSION TO THE CONTRACT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
HARD ROCK CONCRETE CUTTERS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Extension (the "Agreement"), between the Village of Downers Grove (the "Village") and Hard Rock Concrete Cutters (the "Contractor"), for the sidewalk rehabilitation project, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**FIRST EXTENSION TO THE CONTRACT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
HARD ROCK CONCRETE CUTTERS**

The Village of Downers Grove, Illinois and Hard Rock Concrete Cutters ("Contractor") entered into a contract for the sidewalk rehabilitation project on or about April 9, 2019. Pursuant to the terms stated therein, the parties desire to extend that contract under the following terms:

1. The contract shall be extended for a one-year period, ending December 31, 2020.
2. Due to an increase in prevailing wage hourly rates, the Contractor has revised the unit prices for saw-cutting as detailed below:

SCHEDULE OF PRICES:

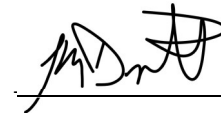
ITEM NO.	PAY ITEM	QUANTITY	UNIT	PREVIOUS UNIT PRICE	PROPOSED UNIT PRICE	TOTAL COST
1	SAW CUTTING SIDEWALK, SPECIAL (0.25" ≤ MINOR ≤ 0.5")	800	EACH	\$47.50	\$48.92	\$39,136.00
2	SAW CUTTING SIDEWALK, SPECIAL (0.5" < MAJOR ≤ 1.25")	646	EACH	\$57.90	\$59.63	\$38,520.98
3	SAW CUTTING SIDEWALK, SPECIAL (1.25" < SEVERE)	64	EACH	\$64.35	\$66.28	\$4,241.92
TOTAL BID AMOUNT =						\$81,898.90

The not-to-exceed contract amount for this second extension will be \$81,898.90.

3. All other terms from the April 9, 2019 contract remain in full force and effect.

VILLAGE OF DOWNERS GROVE

HARD ROCK CONCRETE CUTTERS, Inc.



Title

James M Dvoratchek, President
Title

Date: _____

Date: February 7, 2020

VILLAGE OF DOWNERS GROVE
Report for the Village
4/9/2019

SUBJECT:	SUBMITTED BY:
2019 Sidewalk Rehabilitation Contract	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to authorize a contract for the 2019 Sidewalk Rehabilitation Project (S-006) to Hard Rock Concrete Cutters, Inc. of Wheeling, Illinois in the amount of \$80,321.25.

STRATEGIC PLAN ALIGNMENT

The Goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY19 budget includes \$85,000 in the Capital Projects Fund (Page 4-16, Line 20) for the sidewalk rehabilitation contract.

RECOMMENDATION

Approval on the April 9, 2019 Consent Agenda.

BACKGROUND

The Sidewalk Rehabilitation Project consists of the removal of sidewalk vertical discontinuities ranging from ¼” to approximately 1.5”, where no other sidewalk deficiencies exist, by saw-cutting the concrete. This process meets ADA compliance, is cost effective, clean, and efficient. In addition, no excavation of the homeowners’ parkways or properties are required.

A Call for Bids was issued and published in accordance with the Village’s Purchasing Policy. Three bids were received by the due date of March 7, 2019. Below is the synopsis of the bids received.

Contractor	Base Bid
Hard Rock Concrete Cutter, Inc.	\$80,321.25
Safe Step LLC	\$83,884.50
SSA LLC	\$89,075.00

Hard Rock Concrete Cutters, Inc., a new vendor to the Village, has satisfactorily performed similar scope of work for the communities of Lombard, Woodridge and Naperville. Staff recommends award of this contract to Hard Rock Concrete Cutters, Inc.

ATTACHMENTS

Contract



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Hard Rock Concrete Cutters, Inc.
- II. Instructions and Specifications:
- A. Village Bid No.: S-006-19
 - B. Demandstar Bid No.: CFB-0-15-2019/DC
 - C. For: 2019 SIDEWALK REHABILITATION PROJECT
 - D. Bid Opening Date/Time: THURSDAY, MARCH 7, 2019 @10AM
 - E. Pre-Bid Conference Date/Time: THURSDAY, FEBRUARY 28, 2019 @10AM (OPTIONAL)
 - F. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: Thursday, February 21, 2019

This document comprises 43 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

MATT STERN
STAFF ENGINEER I
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5463
FAX: 630/434-5495
www.downers.us

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: S-006-19

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to:
THURSDAY, MARCH 7, 2019 @ 10:00 AM.
 - 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
 - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
 - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Matt Stern, in a sealed envelope marked "SEALED BID for 2019 SIDEWALK REHABILITATION PROJECT". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
 - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting Bid. Telephone, e-mail and fax Bids will not be accepted.
 - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- 2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his bid on the form furnished by the Village. The Bid shall be executed properly, and bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.

4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.

4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

6. BID REJECTION

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

7. BIDDER COMPETENCY

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and

8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

II. TERMS AND CONDITIONS**18. VILLAGE ORDINANCES**

- 18.1 The successful bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

- 19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

21. PERMITS AND LICENSES

- 21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCLUDED IN THE TOTAL COST, and no additional compensation will be allowed the Contractor.

22. INSPECTION

- 22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

- 23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

24. SPECIAL HANDLING

- 24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

25. NONDISCRIMINATION

- 25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

26.1 The bidder, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the bidder's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the 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 canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause 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. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

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

28.1.1 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

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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.

28.1.2 Establishing a drug free awareness program to inform employee's 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.

28.1.3 Providing a copy of the statement required by subparagraph 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 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.

28.1.6 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.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

30.1 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 who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor

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or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

- 30.2 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 Village 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.
- 30.3 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.
- 30.4 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 Village no later than the tenth (10th) 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 VILLAGE.** 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.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 31. PATRIOT ACT COMPLIANCE**
 - 31.1 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

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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.

32. INSURANCE REQUIREMENTS

- 32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability

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policies.

- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers", "Downers Grove School District 58, its officers, officials, employees and volunteers" and "Downers Grove Park District, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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33. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.
- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.
- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction

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thereof after the end of this 60 day period, until final payment is made.

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

36.3 As this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

36.4 Please send all invoices to the attention of: Village of Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

38. CERCLA INDEMNIFICATION

38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

40. BUY AMERICA

40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

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41. CAMPAIGN DISCLOSURE

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

42. GUARANTEE PERIOD

- 42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

- 43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

- 44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

45. CHANGE ORDERS

- 45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

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- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

- 46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

47. GOVERNING LAW

- 47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

48. NOTICE

- 48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

- 49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

50. COOPERATION WITH FOIA COMPLIANCE

- 50.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

- 51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

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III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, April 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the “SSRBC”) as adopted by the Illinois Department of Transportation, April 1, 2016 and January 1, 2017; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017; and
 - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2018.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
 - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
 - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the Work specified in this Contract.

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- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
 - 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
 - 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

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4. PROSECUTION AND PROGRESS

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

4.1.1 The Contractor shall schedule his work such that all improvements shall be substantially complete by May 17, 2019. Substantial completion shall mean all work excluding possible full parkway turf restoration. ~~Although actual sod placement may be delayed until more favorable weather conditions, all disturbed turf areas shall be backfilled and dressed and left in a safe and useable condition conducive to possible foot traffic and to the satisfaction of the Village. All parkways shall be restored with sod by September 15th, 2017. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.~~

4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

4.1.3 The Contractor shall also make special note of the following work schedule requirements:
(a) N/A

4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or 4.1.3 or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.

4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supersede, or supplement the Standard Specifications referred to in Section III - General Provisions.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superseded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superseded, and not in addition to the portion changed.

SP-1 SCOPE OF WORK

Work involves removing public sidewalk vertical discontinuities within Village rights-of-way at various locations by method of saw cutting. The Contractor shall saw cut sidewalk vertical discontinuities at locations designated and within the criteria established by these specifications. The Village will supply a list of locations for which the Contractor will provide services. The list will show the estimated quantity for each location. It is expected the list of locations provided by the Village will account for approximately 20% of total contract quantity. The remainder of the quantities will be performed on a criteria-bases as described in SP-3 SAWING CRITERIA.

In addition to the work involved with physically cutting sidewalk per contract specifications, the contractor shall generate a comprehensive list of vertical discontinuities that have been mitigated (saw cut) and locations of vertical discontinuities encountered, within the project limits defined by the Village, which cannot be mitigated by saw cutting due to the height of the vertical discontinuity. Generation of said list(s) shall be included in the cost of SAW CUTTING SIDEWALK, SPECIAL, shall be performed at the discretion of the Village and shall be delivered in digital (.xls) format to the Village at a frequency determined by the Village, i.e. as soon as within one calendar day and no more than seven calendar days after field data is gathered.

SP-2 QUALIFICATIONS OF BIDDER

In addition to the requirements set forth in Section 10.1 above, any bidder submitting a bid on this project must demonstrate competence, reliability, and be actively engaged in this specific type of work. The contractor must demonstrate competence prior to or along with submitting a bid by including a history and references, listing completion dates, and submitting bonding information from prior projects, and/or performing an on-site demonstration of their capacity to perform the work as required. The Village reserves the right to disqualify a bid and/or contractor if they are deemed not to be competent or reliable. The Village also reserves the right to select the bid deemed to be most advantageous to the Village. The Bidder must submit the following information for itself and for any major Sub-Contractors:

a. Similar Project Experience

i. Bidder must provide detailed information regarding past similar projects performed by the submitting firm within the past five (5) years.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

- ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.
- b. Proposed Project Team – the Bidder must identify the project manager and full-time onsite construction supervisor (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite construction supervisor. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
- c. Bidder must completely fill out and submit the Certification of Qualifications form with the Bid.

SP-3 SAWING CRITERIA

Description: Only sidewalk squares with the following criteria shall be cut.

- 1. Sidewalk squares with a vertical discontinuity of 1/4 inch or greater.
- 2. Cross-cuts on any adjacent sidewalk that contain deficiencies outside the listed criteria.
- 3. Sidewalk squares containing cracks less than 1/2 inch wide with a vertical discontinuity within the above criteria.
- 4. Curb ramps on the sidewalk side and not the curb side.

SP-4 PUBLIC CONVENIENCE AND SAFETY

- 1. The Contractor shall schedule the operations so as to cause minimum interruption, interference or disturbance to the operation of residents, businesses, schools, churches, etc., and to allow access by pedestrians, emergency, delivery and service vehicles at all times. The Contractor must submit a proposed construction schedule to the Village for review. No work may commence until the construction schedule is approved by the Village.
- 2. The Contractor shall properly barricade the work area with traffic cones and lights for any nighttime work. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or private property.
- 3. Any temporary shutdown of existing services or access, as may be required, shall be performed only at such times and for such duration as agreed to by the Engineer. The interruption of services and access shall be conducted in accordance to a plan mutually agreed to between the Engineer and Contractor.
- 4. Access to all driveways within the project limits shall be maintained whenever possible.
- 5. Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

SP-5 LIMITATIONS OF OPERATIONS

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

1. **GRINDING OF SIDEWALKS TO REMOVE VERTICAL SEPERATIONS SHALL NOT BE ALLOWED.**
2. No storing of equipment or materials on the sidewalk or private property shall be allowed without prior approval of the Engineer.
3. All sidewalk saw cuts started in residential areas shall be completed by the end of the same work day in which they are started. Sidewalk saw cutting through driveways of adjoining business properties shall be completed within two (2) hours.
4. The Engineer may direct saw cuts at locations other than construction joints. Saw cuts directed by the Engineer will be paid for per contract unit prices.
5. Saw cutting shall be done by a means approved by OSHA and a means that will eliminate dust from leaving the immediate work area. Air borne concrete dust resulting from the cutting process shall be controlled with saw-mounted vacuum hoods equipped with HEPA filters, or Village-approved process/apparatus. Prior to contract award, the contractor must be able to provide data, test results and/or an on-site demonstration showing its proposed saw cutting process both meets OSHA standards and eliminates dust from leaving the immediate work area.
6. Before mobilizing to the next saw cutting location, all debris, cuttings, and concrete dust/sediment shall be immediately swept clean and removed from the sidewalk surface and adjacent sidewalk, rail, driveway, landscaping, building face, and/or other objects in the vicinity of the work.

SP-6 SAW CUTTING OF SIDEWALKS, DRIVEWAYS, AND CURBS - DESCRIPTION

1. The Contractor shall take precautions during saw cutting operations to not disfigure, scar, impair or damage any surrounding surfaces including, but not limited to, sidewalk, driveway, roadway, steps, walls, railings, light poles, turf or any public or private installations such as trees, irrigation sprinkler heads, electric fences, etc.
2. All vertical discontinuities marked for saw cutting must be removed in accordance with the American with Disabilities Act (ADA) requirements with the resulting finish being ADA compliant. Each offset must be tapered at a **1:12** slope and must have smooth uniform appearance and texture.
3. Finished surfaces shall have a coefficient of friction of at least 0.6. If requested by the Village, the Contractor shall provide testing and/or data confirming finished surface friction coefficients.
4. The finished result of each cut shall be taken to a zero point of differential settlement along the entire length of the cut and to both edges of the sidewalk to eliminate vertical discontinuities along the full width of the sidewalk.
5. Existing concrete, asphalt mixes, or other types of material used to ramp raised sidewalks shall be removed from adjacent sidewalk squares prior to saw cutting sidewalk.

EQUIPMENT

All sidewalk cutting shall be done with diamond-tipped blades and saws capable of cutting at any angle and

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

able to remove concrete completely to all edges of the sidewalk. The flush-cutting concrete saw shall have a saw-mounted dust control apparatus such as a vacuum hood equipped with HEPA filters, or other Village-approved processes/apparatus.

Method of Measurement: Saw cutting sidewalk to remove vertical discontinuities will be measured for payment at each impacted sidewalk joint. Any and all labor, equipment and material used to clean debris, cuttings and concrete dust from the immediate work site vicinity shall be included in the contract unit price for saw cutting.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** sidewalk joint for:

SAW CUTTING SIDEWALK, SPECIAL (SEVERITY/HEIGHT SPECIFIED),

which price shall be payment in full for all labor, equipment, tools, materials, mobilizations, generation of lists for mitigated and non-mitigated vertical discontinuities (see SP-1 SCOPE OF WORK), and all other costs associated with such work as specified herein.

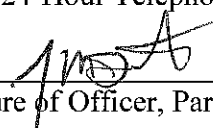
Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

V. BID and CONTRACT FORM (Village)


*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

Hard Rock Concrete Cutters, Inc.	3/6/2019
Company Name	Date
601 Chaddick Drive	daves@hrcinc.com
Street Address of Company	E-mail Address
Wheeling, IL 60090	David Sollie
City, State, Zip	Contact Name (Print)
847-699-0010	847-699-0010
Business Phone	24-Hour Telephone
847-699-0292	
Business Fax	Signature of Officer, Partner or Sole Proprietor
	James M. Dvoratchek, President
	Print Name & Title

ATTEST: if a Corporation


 Signature of Corporation Secretary
 Lisa Crilly

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

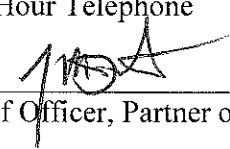
Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

V. BID and CONTRACT FORM (Contractor)

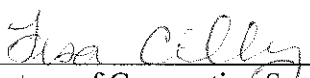
*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

Hard Rock Concrete Cutters, Inc.	3/6/2019
Company Name	Date
601 Chaddick Drive	daves@hrccinc.com
Street Address of Company	E-mail Address
Wheeling, IL 60090	David Sollie
City, State, Zip	Contact Name (Print)
847-699-0010	847-699-0010
Business Phone	24-Hour Telephone
847-699-0292	
Business Fax	Signature of Officer, Partner or Sole Proprietor
	James M. Dvoratchek, President
	Print Name & Title

ATTEST: if a Corporation


 Signature of Corporation Secretary
 Lisa Crilly

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

AIA® Document A310™ - 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)

Washington International Insurance Company: New Hampshire Corporation
5200 Metcalf
Overland Park, KS 66202-1391

OWNER:

(Name, legal status and address)

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

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

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

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

PROJECT:

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


Removal of Sidewalk Vertical Discontinuities by Sawcutting

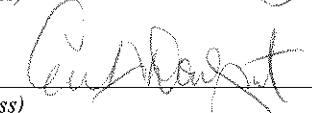
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

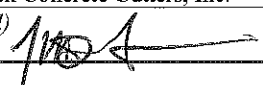
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

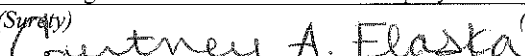
Signed and sealed this 7th day of March, 2019.


(Witness)


(Witness)

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

(Title)
Washington International Insurance Company

(Surety)  (Seal)

(Title) Courtney A. Elaska, Attorney In Fact

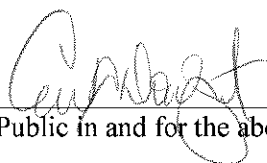
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

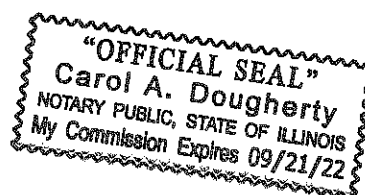
SS.:

On this 7th day of March, 2019, before me personally appeared **Courtney A. Flaska**, 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 Washington International Insurance Company**, 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.



Notary Public in and for the above County and State

My Commission Expires: 09/21/22



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

J.S. POHL, ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY, SHERENE L. HEMLER, MIKE POHL, MEREDITH H. MIELKE, JOHN E. ADAMS, GERALD C. OLSON, ROBERT W. MIELKE, KIRK LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, BRIEN T. SPODEN and LUCIANNE BISCHOFF

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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant 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 Company 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 Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28th day of FEBRUARY, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 28th day of FEBRUARY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, 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.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of March, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

SCHEDULE OF PRICES:

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	SAW CUTTING SIDEWALK, SPECIAL (0.25" ≤ MINOR ≤ 0.5")	1,200	EACH	\$ 47.50	\$ 57,000.00
2	SAW CUTTING SIDEWALK, SPECIAL (0.5" < MAJOR ≤ 1.25")	375	EACH	\$ 57.90	\$ 21,712.50
3	SAW CUTTING SIDEWALK, SPECIAL (1.25" < SEVERE)	25	EACH	\$ 64.35	\$ 1,608.75
TOTAL BID AMOUNT =					\$ 80,321.25

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 2019 Sidewalk Rehabilitation, Bidder Hard Rock Concrete Cutters, Inc.
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder 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 the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed 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;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

BIDDER'S CERTIFICATION (page 2 of 3)

BY: [Signature]
Bidder's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 27th day of March, 2019.

Cynthia D Bechtel
Notary Public
Cynthia D. Bechtel



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Hard Rock Concrete Cutters, Inc., and the full names of its Officers are as follows:

President: James M. Dvoratchek

Secretary: Lisa Crilly

Treasurer: James M. Dvoratchek

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Bidder is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? yes

INSURER'S NAME: DSP Insurance Services

AGENT: J Stephen Pohl

Street Address: 1900 E. Golf Road, Suite 650

City, State, Zip Code: Schaumburg, IL 60173

Telephone Number: 847-934-6100

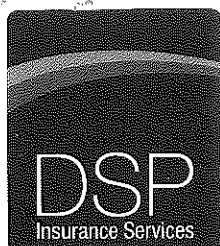
I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Hard Rock Concrete Cutters, Inc.

Print Name and Title of Authorizing Signature: James M. Dvoratchek

Signature: 

Date: 3/6/2019



1900 E. Golf Road, Suite 650
Schaumburg, IL 60173
P 847 934 6100
F 847 934 6186
www.dspins.com

March 4, 2019

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Gentlemen:

Through this agency Hard Rock Concrete Cutters, Inc. has advised Washington International Insurance Company that Village of Downers Grove is receiving bids on the 7th day of March, 2019. Hard Rock Concrete Cutters, Inc. has also advised that they are submitting a bid for Removal of Sidewalk Vertical Discontinuities by Sawcutting.

In the event the bid of Hard Rock Concrete Cutters, Inc. is accepted, a contract is awarded to this bidder and this bidder so requests, Washington International Insurance Company is prepared to underwrite the above referenced performance and payment bond upon review of the final contract documents.

Washington International Insurance Company

BY: Courtney A. Flaska
Courtney A. Flaska, Attorney In Fact

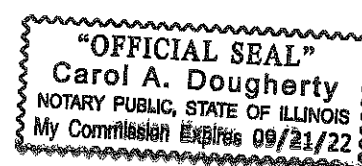
Surety Company Acknowledgement

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

On this **March 4, 2019**, before me personally appeared **Courtney A. Flaska**, 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 Washington International Insurance Company**, 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.

Notary Public in and for the above County and State

My Commission Expires: 09/21/22



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

J.S. POHL, ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY, SHERENE L. HEMLER, MIKE POHL, MEREDITH H. MIELKE, JOHN E. ADAMS, GERALD C. OLSON, ROBERT W. MIELKE, KIRK LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, BRIEN T. SPODEN and LUCIANNE BISCHOFF

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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant 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 Company 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 Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28th day of FEBRUARY, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 28th day of FEBRUARY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, 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.

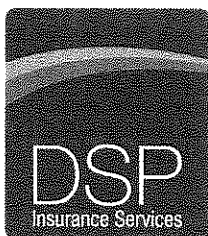


[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of March, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



1900 E. Golf Road, Suite 650
Schaumburg, IL 60173
P 847 934 6100
F 847 934 6186
www.dspins.com

March 6, 2019

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

To Whom It May Concern:

This letter is to certify that Hard Rock Concrete Cutters, Inc., can comply with the insurance requirements for the above project that apply to their operations if they are awarded the above project.

DSP Insurance has reviewed the insurance requirements provided by Hard Rock Concrete Cutters, Inc. for this project and will issue the required policies/certificate(s) upon award of the contract to Hard Rock Concrete Cutters, Inc.

Please feel free to contact our office should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Darlene Finlon". The signature is written in a cursive, flowing style.

Darlene Finlon
Customer Service Representative
DSP Insurance Services
847-934-6100 X121
Email: dfinlon@dspins.com
Fax: 847-934-6180

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

MUNICIPAL REFERENCE LIST

Municipality: City of Fort Wayne
 Address: 200 E. Berry St., Suite 210, Fort Wayne IN 46802
 Contact Name: Nick Jerrell Phone #: 260-427-2721
 Name of Project: 2018 Sidewalk Trip Hazard Elimination Project
 Contract Value: \$ 149,029.65 Date of Completion: 9/28/2018

Municipality: City of Crystal Lake
 Address: 100 W. Woodstock St., Crystal Lake, IL 60014
 Contact Name: Carl Papp Phone #: 815-356-3605
 Name of Project: 2018 Sidewalk Saw Cutting Program
 Contract Value: \$ 49,750.00 Date of Completion: 10/18/2018

Municipality: City of Naperville
 Address: PO Box 3020, Naperville, IL 60540
 Contact Name: Chris Nichols Phone #: 630-420-4191
 Name of Project: 2018 Sidewalk Saw Program
 Contract Value: \$ 41,503.00 Date of Completion: 11/23/2018

Municipality: City of Kenosha
 Address: 625 52nd Street, Kenosha, WI 53140
 Contact Name: Tony Stupar Phone #:
 Name of Project: Sidewalk Wedge Cutting Program
 Contract Value: \$ 47,520.00 Date of Completion: 12/6/2018

Municipality: Village of Lombard
 Address: 1051 S. Hammerschmidt Ave., Lombard, IL 60148
 Contact Name: Carl Goldsmith Phone #: 630-620-5740
 Name of Project: Sidewalk Side Cutting
 Contract Value: \$ 25,000.00 Date of Completion: 7/6/2018

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

SUBCONTRACTORS LIST

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) N/A Type of Work _____

Addr: _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: David Sollie

Construction Supervisor: Robert Maciejewski

Team Member: Michael Crilly

Team Member: Jonathan Oswald

Team Member: Krzysztof Stasieluk

Team Member: Nick Conley

Team Member: Alex Klopacz

Team Member: Jose Tellez

☒ By checking this box, the bidder hereby certifies that it complies with all requirements of SP-2 including at least three (3) contracts of similar nature and scope within the last five (5) years, and can provide detailed supporting information upon request.

Signed by:  (Corporate Seal)


Title: President

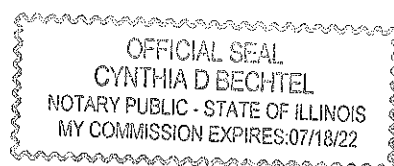
Name & Address: James M. Dvoratchek, 601 Chaddick Drive, Wheeling IL

of Contractor Hard Rock Concrete Cutters, Inc.

or Vendor _____

Subscribed and sworn to before
me this 6th day of March, 2019


Notary Public
Cynthia D. Bechtel



Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Hard Rock Concrete Cutters, Inc.

ADDRESS: 601 Chaddick Dr.

CITY: Wheeling

STATE: Illinois

ZIP: 60090

PHONE: 847-699-0010 **FAX:** 847-699-0292

TAX ID #(TIN): 36-3498113

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: [Signature] **DATE:** 3/6/2019

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

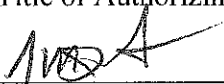
Name of Bidder: Hard Rock Concrete Cutters, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

Hard Rock participates in the Chicagoland Laborers' J.A.T.C. for the apprenticeship and training programs.

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: James M. Dvoratchek, President

Signature: 

Date: 3/6/2019

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature _____

Company Name Hard Rock Concrete Cutters, Inc.

Title President

Date 3/6/2019

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name: Hard Rock Concrete Cutters, Inc.

Address: 601 Chaddick Drive

City: Wheeling Zip Code: 60090

Telephone: (847) 699-0010 Fax Number: (847) 699-0292

E-mail Address: Jimd@hrccinc.com

Authorized Company Signature: 

Print Signature Name: James M. Dvoratchek Title of Official: President

Date: 3/6/2019

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

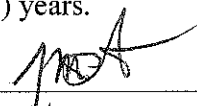
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

James M. Dvoratchek
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of S-006-19

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	0319S				19-1209	
Contract With	Fort Wayne, IN				Kenosha, WI	
Estimated Completion Date	10/31/2019				6/28/2019	
Total Contract Price	240,000.00				47,495.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	240,000.00				47,495.00	\$287,495.00
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$287,495.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)	240,000.00				47,495.00	\$287,495.00
(above list: Sidewalk Cutting)						\$ 0.00
Totals	\$240,000.00				\$47,495.00	\$287,495.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	N/A				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

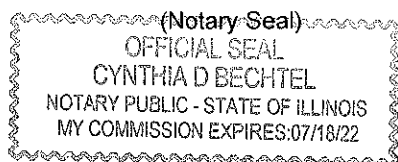
Subscribed and sworn to before me

this 6th day of March, 2019 Type or Print Name James M. Dvoratchek, President
 Officer or Director Title

Cynthia D. Bechtel
 Notary Public

Signed

[Signature]

My commission expires 07/18/2022Company Hard Rock Concrete Cutters, Inc.Address 601 Chaddick Dr.Wheeling IL, 60090

Village of Downers Grove – 2019 Sidewalk Rehabilitation Project (S-006-19)

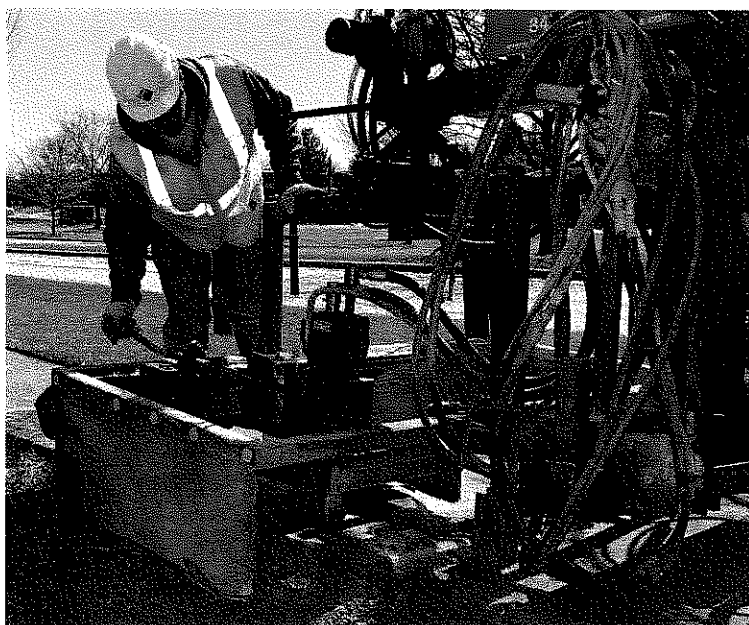
BID SUBMITTAL CHECKLIST

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. ☒ Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. ☒ Cover sheet filled-in
3. ☒ Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. ☒ Bid Bond or cashier's check enclosed with bid package.
5. ☒ Schedule of Prices completed. Check your math!
6. ☒ Bidder Certifications signed and sealed.
7. ☒ Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. ☒ Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. ☒ Municipal Reference List completed.
10. ☒ Certification of Qualifications
11. ☒ Vendor request form W-9 completed.
12. ☒ Affidavit (IDOT Form BC-57, or similar).
13. ☒ Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

VILLAGE OF DOWNERS GROVE

Thursday, March 7, 2019



Hard Rock Concrete Cutters, Inc.

601 Chaddick Drive • Wheeling • Illinois • 60090

Office: 877-221-6540

Fax: 847-699-0292

www.HardRockConcreteCutters.com



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1 Introduction

Hard Rock Concrete Cutters, Inc. has a process that removes sidewalk trip hazards which costs less than expensive sidewalk rehabilitation technique, saving municipalities significant costs to improve their sidewalk infrastructure. Our machine is set at a pre-determined slope (1:8 or 1:12) specified by the project scope, ensuring every cut meets that criteria.

Our blade is powered by a small tractor to ensure that each trip hazard is removed quickly while using water for dust suppression which complies with OSHA's 2017 Respirable Crystalline Silica Standards. The tractor has a narrow imprint to ensure that it fits within the sidewalk width. Each tractor is also equipped with a small handheld cutter for hard to reach corners which is also equipped with water for dust suppression. When the cutting is complete, there is a small amount of concrete slurry that is washed away and diluted. This process is not harmful to the vegetation.

Hard Rock is the only company in the Midwest with the exclusive rights to the Sidewalks Plus patented, precision guided, diamond blade, sidewalk cutting machine, and hence the only mechanical technique that produces consistent slopes on every cut.

The goal of this document is to provide the Village of Downers Grove with an Overview to Hard Rock Concrete Cutters, Inc., 2017 OSHA's Respirable Crystalline Silica Standards, Experience and Qualifications, Availability of Key Staff, Insurance Coverage, Approach and Deliverables (Horizontal Saw Cutting and Sidewalk Management Software), Safe Work Practices / Safety Program, Sidewalk Saw Cutting Data Collection, Sidewalk Saw Cutting Examples and References.

2 Organizational and Background Overview

Hard Rock Concrete Cutters, Inc. who have been cutting concrete in the Midwest since 1987. Hard Rock's services include: core drilling, slab sawing, wire sawing, blade/equipment sales and ground penetrating radar. Hard Rock also specializes in the removal of sidewalk control joint deflections (aka "trip hazards") and Sidewalk Management Software tailored for each municipality.

Hard Rock has the exclusive rights utilizing the patented technology of Sidewalks Plus Ltd. Since the partnership began in 2016, Hard Rock has removed over 20,000 sidewalk trip hazards along with completing the inventory and assessment of sidewalks for 25 municipalities in Illinois, Indiana, Iowa and Wisconsin. Our municipal contracts vary in size from \$2,000 to \$150,000 annually.



2.1 Patented Technology

Sidewalks Plus Ltd has granted Hard Rock the exclusive rights to use their patented technology in Illinois, Indiana and Wisconsin. To date, Sidewalks Plus has removed over 195,000 sidewalk trip hazards along with completing inventory and assessment for 93 municipalities since its inception in 2002. Many of their clients are repeat customers who undertake annual sidewalk cutting programs. Municipal contracts vary in size from \$1,000 to \$350,000 annually.

In 2002 the company began offering the services of sidewalk cutting and sidewalk inventory and assessment services primarily in Canada. Recently the company has begun offering identical services across the USA.

The President of the company is Leo E. Denys, P.E., who developed and patented the sidewalk cutting apparatus in the USA and Canada (US Patent Number: 6863062, 20040007226). This process of cutting using a precision guided large diameter diamond blade which produces consistent cuts every time. The cut is performed using water which does not produce any harmful silica dust.

3 OSHA's 2017 Respirable Crystalline Silica Standards

Hard Rock does comply with OSHA's 2017 Respirable Crystalline Silica Standards. Our process is far below the new Personal Exposure Limits (PEL's) of 50 micrograms per cubic meter of air ($50 \mu\text{g}/\text{m}^3$). There is no requirement for a respirator to be used by our operator which means municipal representatives, property owners or public bystanders are not exposed to silica while the cutting process is being completed.

Water is used to lubricate and cool our diamond cutting blade, providing an added benefit that there is no dust being released into the air. We use water for dust suppression to protect our workers as well as the public. Monitoring the cutting process has been performed to measure data from personal exposure and assessment exposures collected as part of Hard Rock's Silica Exposure Control Program. Samples were analyzed by an American Industrial Hygiene Association (AIHA) Accredited Laboratory for respirable mass gain using National Institute for Occupational Safety and Health (NIOSH) Method 0600 by gravimetric analysis and for crystalline silica using NIOSH Method 7500 by X-ray diffraction. The Personal Exposure Limits (PEL's) levels results were far below the Action Limits (<AL's) and Reporting Limits (<RL's) for the analytical methods.



4 Experience and Qualifications

4.1 Senior Project Manager and Technical Support

Dave Sollie, Senior Project Manager (224-639-8826), will manage the project. Dave has completed repairs utilizing the patented sidewalk cutting equipment, assessed sidewalk infrastructure, has 15 years in the concrete cutting industry and is OSHA 30 Hour Construction Certified. He is responsible for managing the project from the pre-construction meeting to project completion.

Doug St Marie, Operations Manager (847-850-7717), will be the technical and logistic support. Doug has completed repairs utilizing the patented sidewalk cutter, has 25 years in the concrete cutting industry and is OSHA 30 Hour Construction Certified. He is available for technical support during the cutting process.

4.2 Field Staff

Mike Crilly, Field Technician that is responsible for sidewalk repairs.

Jonathan Oswald, Field Technician that is responsible for sidewalk repairs.

Krzysztof Stasieluk, Field Technician that is responsible for sidewalk repairs.

Alex Klopacz, Field Technician that is responsible for sidewalk repairs.

Nick Conley, Field Technician that is responsible for sidewalk repairs.

4.3 Experience and Similar Projects

Hard Rock has removed over 20,000 sidewalk trip hazards along with inventory and assessment of sidewalks for 25 municipal clients over the past 3 years. Typical municipal contracts range from \$2,000 to \$150,000 per year. Hard Rock along with Sidewalks Plus has removed over 215,000 sidewalk trip hazards for 118 municipal clients throughout the USA and Canada.

5 Availability of Key Staff

Our Senior Project Manager will be available for consultation and pre-construction meetings, as well as project management updates during the project. Our commitment to you is to give you full access to our entire team throughout the duration of the project.

Hard Rock will complete contracts using single/multiple sidewalk cutter(s) capable of producing 30 to 50 cuts per eight hour day. The duration of the work depends on the daily production that is influenced by the proximity of cutting location(s), height of displacement and any inclement weather conditions.



6 Insurance Coverage

Hard Rock carries the following insurance requirements.

6.1 Commercial and General Liability

Hard Rock carries \$2,000,000 (two million dollars) in General Liability Insurance.

6.2 Automobile Liability

Hard Rock carries \$1,000,000 (one million dollars) in Automobile Insurance.

7 Approach and Deliverables

7.1 Sidewalk Saw Cutting Apparatus

1. Blade is mechanically guided to insure:
 - a. The resulting cut face is flat.
 - b. The cut meets specified slope requirements (1:8 or 1:12).
 - c. The cut produces a zero point at the adjacent opposing panel.
 - d. The cut extends to both edges of the sidewalk panel to mitigate the trip hazard in its entirety over the full width of the sidewalk panel as needed.
The use of a hand cutter may be needed in tight locations, or where larger diameter blade cannot reach.
2. The cut is performed wet to comply with OSHA's Respirable Crystalline Silica Rule.
3. After the cut is performed, the sidewalk is power washed to ensure a clean and tidy worksite remains.
4. Data Collection: All repairs are captured by a GPS device in the field. The data is then uploaded to a cloud server and a spreadsheet of the captured information that is emailed to the municipal representative daily/weekly.

7.2 Sidewalk Management Software

The data collection software was custom designed to ensure efficient and accurate field data entry. It uses sub-foot accurate GPS and store it directly into a ODBC compliant personal geodatabase.

The Sidewalk Management Software is a custom design tool which allows for:

- ◆ Easy management decisions regarding the sidewalk infrastructure.
- ◆ Summarizes data for the sorted and/or filtered lists (Lengths, R&R Costs, etc.).
- ◆ User friendly report generation using built in report writer or Standard / Customizable Crystal Reports.
- ◆ Handles both full block replacement priorities as well as prioritizes spot repairs.

Village of Downers Grove



8 Safe Work Practices / Safety Program

Hard Rock is committed to a "Safety First" Program that protects its staff, its property and the public from accidents.

Employees at every level, including management, are responsible and accountable for the company's overall health and safety initiatives. Complete and active participation by everyone, every day, in every project is necessary for the safety excellence our company expects.

Management encourages all employees to participate in the program and provides proper equipment, training and procedures. Employees are responsible for following all procedures, work safely, and wherever possible, improving safety measures.

An Injury and accident-free worksite is our goal. Through continuous safety and loss control efforts, this can be accomplished.



Village of Downers Grove

9 Sample of Data Collection

<u>Street #</u>	<u>StreetName</u>	<u>Client</u>	<u>OriginalDate</u>	<u>H1</u>	<u>H2</u>	<u>Width</u>	<u>Latitude</u>	<u>Longitude</u>	<u>SlopeCut</u>	<u>InFt</u>
948	Sheffield	Crystal Lake	9/5/2017 8:01	14	2	4	42.21488251	-88.32977888	8	3.969
952	Sheffield	Crystal Lake	9/5/2017 8:17	10	6	5	42.21435743	-88.3299511	8	4.961
960	Sheffield	Crystal Lake	9/5/2017 8:35	11	2	4	42.21409779	-88.33012086	8	3.225
960	Sheffield	Crystal Lake	9/5/2017 8:35	16	4	5	42.21409779	-88.33012086	8	6.202
960	Sheffield	Crystal Lake	9/5/2017 8:44	9	1	4	42.21401452	-88.33015822	8	2.481
974	Sheffield	Crystal Lake	9/5/2017 8:56	8	4	3	42.21368316	-88.33014357	8	2.233
982	Sheffield	Crystal Lake	9/5/2017 9:14	12	2	5	42.2136326	-88.33026209	8	4.341
982	Sheffield	Crystal Lake	9/5/2017 9:15	5	4	5	42.21357842	-88.33029557	8	2.791
979	Sheffield	Crystal Lake	9/5/2017 9:39	12	2	5	42.21364317	-88.33010416	8	4.341
979	Sheffield	Crystal Lake	9/5/2017 9:39	6	2	3	42.21364317	-88.33010416	8	1.488
979	Sheffield	Crystal Lake	9/5/2017 9:45	5	2	5	42.21354763	-88.33005723	8	2.171
990	Sheffield	Crystal Lake	9/5/2017 9:57	9	2	5	42.21348923	-88.33039629	8	3.411
990	Sheffield	Crystal Lake	9/5/2017 10:33	8	6	4	42.213326	-88.33046084	8	3.473
990	Sheffield	Crystal Lake	9/5/2017 10:34	6	2	5	42.21335754	-88.33047754	8	2.481
990	Sheffield	Crystal Lake	9/5/2017 10:34	9	2	5	42.21335754	-88.33047754	8	3.411
998	Sheffield	Crystal Lake	9/5/2017 10:47	12	4	4	42.21310859	-88.33042555	8	3.969
998	Sheffield	Crystal Lake	9/5/2017 10:56	10	8	3	42.21312886	-88.33055887	8	3.349
266	Dartmoor	Crystal Lake	9/5/2017 11:09	8	8	4	42.21235555	-88.33003507	8	3.969
266	Dartmoor	Crystal Lake	9/5/2017 11:10	8	6	4	42.21241666	-88.32990877	8	3.473
266	Dartmoor	Crystal Lake	9/5/2017 11:18	9	5	5	42.21237684	-88.33003682	8	4.341
304	Dartmoor	Crystal Lake	9/5/2017 11:52	10	2	3	42.21213557	-88.331086	8	2.233

Municipality	ID #	Location	From	To	Side	Width (feet)	Length (feet)	Area (sq. feet)	Volume (cu. feet)	Replacement Cost	Rating	Sidewalk Material	Comments	Last Inspection	Start Ramp	F.A.R.
MUNICIPAL	5452	JOSEPH WAY	JOSEPH WAY	ST. ANN DR	EAST	4	72.9	291.6	1166.4	23328	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5453	ST. ANN DR	JOSEPH WAY	ST. ANN DR	EAST	4	72.9	291.6	1166.4	23328	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5454	ST. ANN DR	ALVIE LN	ALVIE LN	EAST	4	375.9	1503.6	6014.4	120288	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5455	ALVIE LN	JOSEPH WAY	ALVIE LN	WEST	4	803.9	3215.6	12862.4	257248	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5457	ALVIE LN	JOSEPH WAY	ALVIE LN	EAST	4	67.7	270.8	1083.2	21664	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5460	ALVIE LN	ALVIE LN	ALVIE LN	EAST	4	141.2	564.8	2259.2	45184	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5461	ALVIE LN	ALVIE LN	ALVIE LN	EAST	4	75.5	306	1224	24480	97.3	CONCRETE (CAST		4/30/2018	Y	N
MUNICIPAL	5462	SPRING CREEK DR	JOSEPH WAY	ALVIE LN	EAST	4	691.2	3564.8	14239.2	284784	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5463	SPRING CREEK DR	JOSEPH WAY	FOREST GROVE RD	EAST	4	299.5	1198	4792	95840	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5464	SPRING CREEK DR	FOREST GROVE RD	JOSEPH WAY	WEST	6	333.4	2000.4	8001.6	160032	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5465	SPRING CREEK DR	FOREST GROVE RD	FOREST GROVE DR	WEST	4	1228.3	4913.2	19652.8	393055	97.5	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5466	SPRING CREEK DR	SPRING CREEK DR	PRAIRIE GRASS LN	EAST	4	316.3	1265.2	5060.8	101216	97.5	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5467	PRAIRIE GRASS LN	SPRING CREEK DR	SPRING CREEK DR	EAST	4	1573.3	6293.2	25172.8	503455	97.5	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5468	SPRING CREEK DR	PRAIRIE GRASS LN	PRAIRIE GRASS LN	EAST	4	599.8	2399.2	9596.8	191935	97.4	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5469	PRAIRIE GRASS LN	SPRING CREEK DR	SPRING CREEK DR	WEST	4	1395.6	5582.4	22329.6	446592	97.5	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5470	SPRING CREEK LN	PRAIRIE GRASS LN	FOREST GROVE DR	EAST	4	166.5	666	2664	53280	100	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5471	SUMMERFIELD DR	SUMMERFIELD DR	FOREST GROVE DR	EAST	4	681.3	2725.2	10560.8	218016	97.5	CONCRETE (CAST		4/30/2018	N	N
MUNICIPAL	5472	SUMMERFIELD DR	FOREST GROVE DR	SUMMERFIELD DR	WEST	4	700.3	2931.2	11594.8	233695	97.5	CONCRETE (CAST		4/30/2018	N	N
JEFFERSON County	5473	FOREST GROVE RD	FOREST GROVE RD	DALTON RD	EAST	4	1118.5	4500.8	18003.2	360064	97.5	CONCRETE (CAST		4/30/2018	N	N
						Total:	1,245,682	5,509,532	22,675,920	354,780,800						

Print Grid

Select Entire List

Select Specific \$ Value

Show Only Selected Records

Set Replacement Year of Selected records

Copy to Clipboard

Save changes to Database

Print Destination

☒ Screen

☐ Printer

Print Custom Reports

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CA

Program Files

Sidewalks

Bettendorf Backup

Collection Database

Print Selected Report

assessment.2pt
 inventory.2pt
 panel repair report.2pt

Print Grid

Print Panel Repair Report

Load Grid

Print Inventory Report

Save Grid

Print Assessment Report

City of Bettendorf

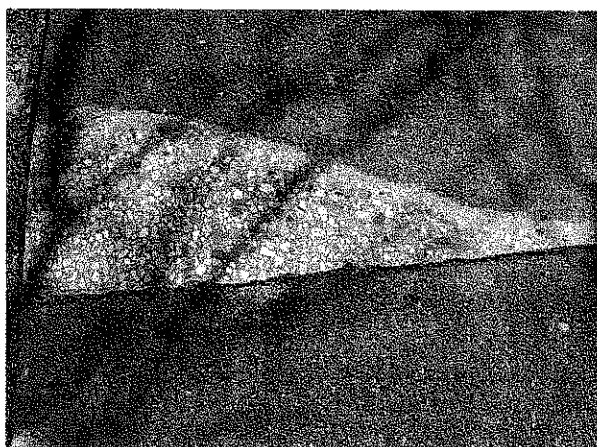
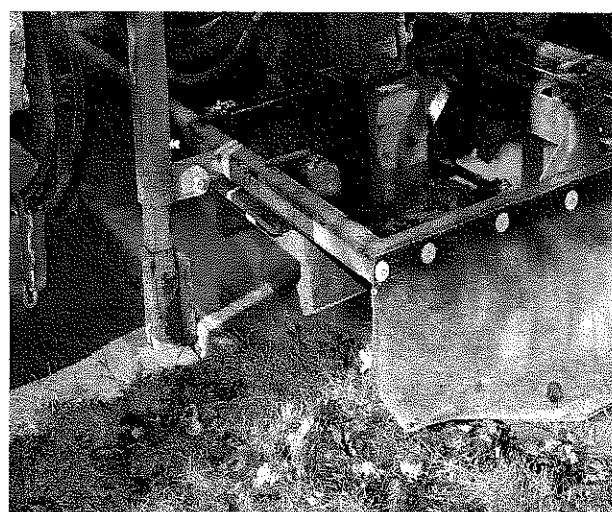
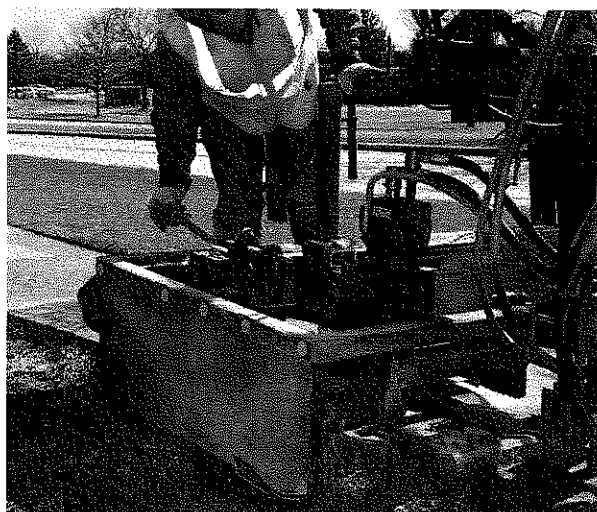
Sidewalks

Plus

www.SidewalksPlus.com



11 Sample of Sidewalk Cuts



Village of Downers Grove



12 References

The references below all pertain to contracts completed to repair sidewalk trip hazards. The municipalities listed below are a small representation of Hard Rock's satisfied clients in the last few years:

<u>Municipality</u>	<u>Year(s)</u>	<u>Contract \$</u>	<u>Contact</u>	<u>Phone</u>
City of Crystal Lake	2016-8	\$145,575	Carl Papp	815-356-3605
City of Fort Wayne	2017-8	\$224,000	Nick Jarrell	260-427-2721
Village of Lombard	2017-8	\$ 37,600	Carl Goldsmith	630-620-5740
City of Naperville	2016-8	\$115,686	Chris Nichols	630-420-4191
Village of Cary	2017-8	\$ 22,000	Scott Fish	847-639-0003
Village of Woodridge	2017-8	\$ 23,450	Scott Sramek	630-719-4757

Sincerely,

Dave Sollie

Dave Sollie

Senior Project Manager

Daves@HRCCinc.com

James Dvoratchek

James Dvoratchek

President

Jimd@HRCCinc.com



Hard Rock Concrete Cutters, Inc.

601 Chaddick Drive

Wheeling, Illinois 60090

877-221-6540

www.HardRockConcreteCutters.com



Village of Downers Grove

Contractor Evaluation

Contractor: Hard Rock Concrete Cutters, Inc.

Projects: 2019 Sidewalk Rehabilitation Project (S-006)

Primary Contact: Jim Dvoratchek Phone: (847) 699-0010

Time Period: April 2019 to May 2019

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion:

Change Orders (attach information if needed):

Difficulties / Positives: No notable difficulties. Contractor was easy to work with and flexible. Communication was clear and consistent throughout project. Employees were approachable and courteous with residents when they were asked questions.

Interaction with public:

☒ Excellent ☐ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

No formal written compliments. Forwarded resident calls were complimentary of employees.

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewer: Matt Stern

Date: 2/21/20