



AGENDA ITEM #8C

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
8/28/2023**

Item Title: 2023 PCC Sidewalk Trip Hazard Removal

Staff Contact: Kristin Mehl, Assistant Director of Public Works/Village Engineer

CONSENT

VILLAGE BOARD ACTION

Adopt a Resolution authorizing the execution of a contract by and between the Village of Roselle and Northern AV Group for the 2023 PCC Sidewalk Trip Hazard Removal Program not to exceed \$50,000.

Executive Summary:

Each year the Village budgets funds to address sidewalk trip hazards at various locations throughout the Village. The trip hazards are typically ¾" to 1 ½" vertical joint separation of the sidewalk squares. The vertical joint separations are typical caused by settlement or growing tree roots which creates trip hazards in the sidewalk. As part of this year's program the contractor will be removing trip hazards by means of saw cutting at various locations throughout the Village. On August 16th, 2023, the Village received and opened two bids for this project.

- Northern AV Group \$59,220.00
- Murphy Construction Services, LLC \$67,500.00

Northern AV Group has not worked in Roselle before but has 3 references that all gave positive feedback on their performance. Staff recommends that the bid be awarded to Northern AV Group as they are the lowest responsive and responsible bidder.

Implications:

Is this item budgeted? Yes, \$200,000 is budgeted for Sidewalk Program in FY 2023

Estimated cost: \$50,000

Any other implications to be considered? None

Strategic Priority:

Reliable Infrastructure

Attachments:

Resolution

Contract

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2023-_____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A CONTRACT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
NORTHERN AV GROUP
THE LOWEST RESPONSIBLE BIDDER**

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

TOM DELLA PENNA
WAYNE D. DOMKE
DENA FORSYTHE
CHERYL LENISA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 28th day of August, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A CONTRACT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
NORTHERN AV GROUP
THE LOWEST RESPONSIBLE BIDDER**

WHEREAS, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an contract with another party pursuant to Illinois Statute;

WHEREAS, the Village pursuant to the requirements of the Illinois Municipal Code 65 ILCS 5/8-9-1 previously advertised for and received sealed bids regarding the 2023 PCC Sidewalk Trip Hazard Removal Program (hereinafter referred to as the "Project");

WHEREAS, the bids for the Project referenced herein were opened and read on Wednesday, August 16, 2023 at the Roselle Public Works Department, 474 Congress Circle North, Roselle, Illinois, 60172;

WHEREAS, sealed bids were received and reviewed by the Village of Roselle Director of Public Works and the Village Engineer, a copy of staff's memorandum listing the bidders and the respective bid amounts is attached hereto and made a part hereof;

WHEREAS, it is the recommendation of the Village Director of Public Works to award the contract to the lowest responsible bidder, Northern AV Group in the amount of \$50,000.00, a copy of the contract is attached hereto along with and pursuant to the restrictions, regulations and plans as provided in the bid packet; and

WHEREAS, the Village of Roselle Corporate Authorities feel that it is in the best interests of the Village of Roselle to award the contract to the lowest responsible bidder as provided for herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval and Acceptance of Bid and Contract

The Village hereby accepts the bid from the bidder set forth herein as the lowest responsible bidder in the amount of \$50,000.00 (fifty thousand dollars and no cents).

The Village hereby further approves the contract substantially in the form attached hereto and made a part hereof as Exhibit A, and directs the Village Administrator to negotiate final terms, if any, with the advice of the Village Attorney. The officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such contract.

Section Three – Authorization and Direction

The Village Administrator is hereby authorized, empowered and directed to sign, and the Village Clerk to attest thereto, the contract presented herein and any finally negotiated terms as set forth therein.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the contract, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the contract and of this resolution.

Section Seven – Prevailing Wage Act

The successful bidder shall be required to comply with all of the terms and conditions of the Illinois Prevailing Wage Act.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law; provided, however, this resolution shall not take effect until the Consent (a copy of which is attached hereto and made a part hereof as Exhibit B) is executed by the successful bidder, thereby memorializing its understanding of the requirements of Prevailing Wage Act and indemnifying the Village with respect to any violation of said Act. If the Consent is not executed within sixty (60) days after passage and approval of this resolution, this resolution

shall be void and of no force or effect, and any such approvals contained herein shall hereby be terminated.

Section Nine - Passage Clause

That this resolution shall take full force and effect from and after its passage, approval and publication as provided by law.

Section Ten – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote to follow:

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	ABSTAIN
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski (if necessary)				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 28th day of August, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

STATE OF ILLINOIS)
) SS
 COUNTIES OF DUPAGE AND COOK)

CLERK’S CERTIFICATION

I, Amanda Hausman hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
 APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT
 BY AND BETWEEN
 THE VILLAGE OF ROSELLE AND NORTHERN AV GROUP
 THE LOWEST RESPONSIBLE BIDDER**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on August 28, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	ABSTAIN
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski (if necessary)				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A
Contract

DRAFT

Exhibit B

Consent

The undersigned, _____, as the authorized representative for _____, (hereinafter referred to as the "Successful Bidder"), having read a copy of this resolution in full, do hereby understand the terms and conditions of the contract and the related requirements of the Prevailing Wage Act and hereby accept, concur, and agree to comply with all of the requirements thereunder including but not limited to the Prevailing Wage Act to the extent that it may apply.

In addition, the Successful Bidder further agrees to fully indemnify and hold harmless the Village of Roselle for any and all liabilities and/or penalties that may be assessed for any violation that may be assessed or charged pursuant to the Prevailing Wage Act. The Successful Bidder further agrees to pay any and all of the Village of Roselle's attorney's fees associated with any defense associated with an alleged violation of the Prevailing Wage Act that may arise as result of the award of this contract/project and the work performed by the Successful Bidder thereunder. This consent shall be binding upon all parties in interest and all successors and assigns.

DATED this _____ day of _____, 20_____.

By: _____

Its: _____

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20_____.

Notary Public

(SEAL)

**CONTRACT FOR CONSTRUCTION SERVICES FOR THE 2023 PCC SIDEWALK TRIP
HAZARD REMOVAL PROGRAM**

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Northern AV Group (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Village has identified trip hazards in the sidewalks that require removal at various locations throughout the Village; and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a contractor to complete the project; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal dated August 16th, 2023, which is attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$50,000.00. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete

the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

A. Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

B. Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

C. Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

D. Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections B and D as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract. Labor on this contract is subject to the “Prevailing Wage Act”, 820 ILCS 130/.01 et seq. (“the Act”). Any contractor having a question as to whether the Act is applicable shall consult with their own attorney to ascertain applicability. It shall be the Contractor’s obligation to comply with all its terms and conditions unless the Contractor can establish to the satisfaction of the Village that the Act is inapplicable. If it is determined that The Act applies to this Agreement, all Contractors and subcontractors subject to its terms shall comply with all of its provision, including, but not limited to the following:

A. Prevailing Rate of Wages Applies. Not less than the current prevailing rate of wages (hourly cash wages plus amount for fringe benefits) in DuPage County, Illinois, as found by the Illinois Department of Labor or by a court of review shall be paid to all laborers, workers and mechanics performing work under this Agreement. As of June 1, 2019, the prevailing wage scheduled published by the Illinois Department of Labor automatically sets the applicable prevailing rates and the Village of Roselle no longer approves an annual prevailing wage ordinance. The Illinois Department of Labor publishes the prevailing wage rates at <http://labor.illinois.gov>.

B. Revised Prevailing Rate of Wages. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to the Contractor. The Illinois Department of Labor revises the prevailing wage rates and the Contractor has an obligation to check the Illinois Department of Labor website for revisions to prevailing wage rates.

C. Certified Payroll. The Contractor and each subcontractor shall:

i. make and keep, for a period of not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include:

1.) each worker's name, address, telephone number when available, the last four digits of the worker's social security number, the worker's gender, the worker's race, the worker's ethnicity, veteran status, classification or classifications, the worker's gross and net wages paid in each pay period, the worker's starting and ending times of work each day, the hourly wage rate, the hourly overtime wage rate, the hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

ii.) submit not later than the 15th day of each calendar month, in person, by mail, or electronically, a certified payroll to the Village, until the Illinois Department of Labor activates its certified payroll database, at which time the certified payroll shall only be submitted to the Illinois Department of Labor's database. The certified payroll shall consist of a complete copy of the records identified in paragraph C of Section 7. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that:

- 1.) such records are true and accurate;
- 2.) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and
- 3.) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

D. Inspection of Records. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within the state of Illinois during reasonable hours the records identified in paragraph C of Section 7 to the Village of Roselle, its officers and agents, and to the State of Illinois Director of Labor and his deputies and agents. The availability for inspection and copying shall be during reasonable hours that

when considered with the location of the records and the location of the person providing the notice make it accessible by driving reasonable hours.

E. Bonds. In all Contractors' bonds the Contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this Agreement.

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within two business days the Village Administrator may terminate this Agreement. The Village may terminate this agreement without cause upon seven calendar days' notice. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective. Contractor shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

10. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided

for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request except it may request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the Village issues notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in "portable document format" (".pdf") form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

15. Jurisdiction. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 28th day of August, 2023.

VILLAGE OF ROSELLE
ADMINISTRATOR'S OFFICE
31 S. PROSPECT ST.
ROSELLE, IL 60172

NORTHERN AV GROUP
5920 PAGLES RD
HARVARD, IL 60033

BY: _____
Mayor

BY: _____
Owner/President

ATTEST: _____

ATTEST: _____



Public Works Department
Karen Young, Director

VILLAGE OF ROSELLE

RETURN WITH BID

PROPOSAL SUBMITTED BY:

Northern AV Group
Contractor's Name
5920 Pagles Rd
Street P.O. Box
Harvard, IL 60033
City State Zip Code

SPECIFICATIONS, PLANS AND CONTRACT PROPOSAL

FOR

THE IMPROVEMENT OF

2023 PCC SIDEWALK TRIP HAZARD REMOVAL (SAWCUTTING) PROGRAM

Date: 8-11-2023

Approved: _____
Mayor/President of Board of Trustees/Municipal Official



Public Works Department
Karen Young, Director

RETURN WITH BID

Proposal

Project: 2023 PCC Sidewalk Trip Hazard Removal (Sawcutting) Program

1. Proposal of Northern AV Group for the improvements of the above project.
2. The plans for the proposed improvements are those prepared by the Village of Roselle Public Works.
3. The specifications referred herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" and the "Standard Specifications for Water and Sewer Construction in Illinois" thereto adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions contained in this proposal.
5. The undersigned agrees to complete the work by November 17, 2023.
6. Each Bid shall be accompanied by a bid bond, cashier's check or certified check payable to the order of the Village of Roselle, Illinois, in the amount of not less than five (5) percent of the amount of the bid as a guarantee that the bidder will execute the contract if it be awarded in conformity with the bid form.
7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond required, it is hereby agreed that the Awarding Authority reserve the rights to award the Contract to the next lowest bidder available.
8. Each pay item should have a unit price and a total price. If no total price is shown or if there is discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
9. A bid will be declared unacceptable if neither a unit price nor total price is shown.
10. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
11. The undersigned submits herewith the schedule of prices covering the work to be performed under this contract.



Public Works Department
Karen Young, Director

RETURN WITH BID

Schedule of Prices

Project: 2023 PCC Sidewalk Trip Hazard Removal Program

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1.	PCC Sidewalk Trip Hazard Removal	Each	900	65.80	59,220.00

The Village reserves the right to increase or decrease the quantity in the amount not to exceed twenty five percent (25%) in accordance with article 104.02 of the Standard Specifications.

RT
Bidder's Initial

References:

List below the name, address, phone number, and a name of a contact for at least three customers/clients, preferably municipalities or other government/public agencies with which it currently holds a similar contract for a minimum period of one (1) year:

- 1) Customer/Client: Tullamore Business Park
Address: 1607 Tullamore Avenue
Contact Person: Anthony Stefan Phone: 815-718-2297
Scope of Work: Concrete Sawing / Curb Removal

- 2) Customer/Client: Dial Distribution Center
Address: Multiple Locations - Edwardsville, IL 62025
Contact Person: Ashley Dodson Phone: 702-373-7660
Scope of Work: Concrete Sawing

- 3) Customer/Client: Waubesaee Community College
Address: 45783 State Route 47, Sugar Grove IL
Contact Person: Don Wiercinski Phone: 630-466-27860554
Scope of Work: Grounds Work

CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

The undersigned, upon being first duly sworn, hereby certifies to the (Owner) Village of Roselle, that Northern AV Group (Contractor) has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

By: Northern AV Group, Kristy Johnson
(Name of Contractor)

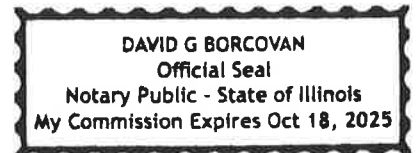
CEO
(Title)

Subscribed and sworn to before me

this 8th day of August, 2023
David G Borcovan
Notary Public

My Commission Expires: Oct. 18, 2025

(SEAL)



EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Northern AV Group being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor complies with the provisions of the Employment of Illinois Workers on Public Works Act as they may apply to this Project.

Dated this 11th day of August, 2023

Attest/Witness

By: [Signature]
Title: CEO

By: [Signature]
Title: CEO

Subscribed and sworn to before me

this 11th day of August, 2023

My Commission Expires: OCT. 18, 2025

[Signature]
Notary Public

(SEAL)



EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

RETURN WITH PROPOSAL

CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY

Northern AV Group Contractor"), having submitted a bid/proposal for the 2023 PCC Sidewalk Trip Hazard Removal (Sawcutting) Program for the Village of Roselle, hereby certifies that said Contractor has a written sexual harassment policy in place and in full compliance with 775 ILCS 5/2-105 (A) (4).

Signed by: Knutz & Kelly (Corporate Seal)

Title: CEO

Name & Address: Northern AV Group, 5920 Peagles Rd

Contractor/Vendor: Harvard, IL 60533

PROJECT: 2023 PCC SIDEWALK TRIP HAZARD REMOVAL (SAWCUTTING) PROGRAM

Subscribed and sworn to before me

this 11th day of August 2023

David G Borcovan
Notary Public

