
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2021-R-094**

**A RESOLUTION APPROVING A CONTRACT FOR SNOW AND ICE REMOVAL AT
MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK - BEVERLY
SNOW & ICE, INC.**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
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RESOLUTION NO. 2021-R-094

A RESOLUTION APPROVING A CONTRACT FOR SNOW AND ICE REMOVAL AT MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK - BEVERLY SNOW & ICE, INC.

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have approved a salt purchase agreement with Beverly Snow & Ice, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, **Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract Extension to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 19th day of October, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None


Village President

ATTEST:


Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-094, “**A RESOLUTION APPROVING A CONTRACT FOR SNOW AND ICE REMOVAL AT MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK - BEVERLY SNOW & ICE, INC.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 19, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of October, 2021.



KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK
2021-2022
SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Beverly Snow & Ice LLC** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **five hundred thousand five hundred fifty 00/100 Dollars (\$500,550.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from the Village Manager or his designee. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **This contract contemplates a minimum of twenty-five snow events. With each snow event billed based on inches of snow as set forth in the Scope of Services (Exhibit A). Further, as acknowledged by the Contractor, it is responsible for all damages as set forth in the Scope of Services (Exhibit A). Time is of the essence for all remediation efforts and Contractor agrees to complete the same within 30 days of notice thereof but no later than June 15, 2022.**
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor

retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, workers' compensation claims and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Prevailing Wage Act as well as the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice.

The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Beverly Snow & Ice Inc.
Name of Contractor (please print)

[Signature]
Submitted by (signature)

General Manager
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Beverly Snow & Ice Inc.
Name of Contractor (please print)

[Signature]
Submitted by (signature)

General Manager
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Beverly Snow & Ice Inc.
Name of Contractor (please print)

[Signature]
Submitted by (signature)

General Manager
Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Beverly Snow + Ice Inc.
Name of Contractor (please print)

[Signature]
Submitted by (signature)

General Manager
Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Beverly Snow + Ice Inc.
Name of Contractor (please print)

[Signature]
Submitted by (signature)

General Manager
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Beverly Snow & Ice Inc.
Name of Contractor (please print)

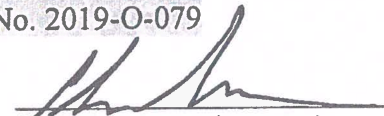

Submitted by (signature)

General Manager
Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Beverly Snow & Ice Inc.
Name of Contractor (please print)



Submitted by (signature)

General Manager
Title

Employment of Illinois Workers on Public Works Act

The undersigned does hereby certify that if at the time the Contract for this Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Beverly Snow & Ice Inc
Name of Contractor (please print)


Submitted by (signature)

General Manager
Title

CONTRACTOR NAME

BY: [Signature]

10/11/2021
Date

Printed Name: Thomas Marsan

Title: General Manager

VILLAGE OF TINLEY PARK

BY: [Signature]
Michael Glotz, Village President
(required if Contract is \$20,000 or more)

10/19/2021
Date

ATTEST:

[Signature]
Village Clerk
(required if Contract is \$20,000 or more)

10/19/2021
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for **Snow Removal Parking lots** as detailed in:

- Proposal Title **Snow Removal Parking Lots** dated **October 6, 2021**

PROJECT MANUAL

for

**Village of Tinley Park
SNOW REMOVAL-PARKING LOTS**

located at

Tinley Park, Illinois

for

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois

This Project Manual contains bidding information, bidding and contract forms, drawings, and the Specifications for the Project. The contents of this manual, the accompanying Drawings and any Addenda constitute the Bid Documents for this Project.

Street Superintendent
Kelly Mulqueeny
Village of Tinley Park

October 6, 2021



The Village of Tinley Park, Illinois
Bid Request
Snow Removal Parking Lots 2021

The Village of Tinley Park (VOTP) seeks a bid from a capable Contractor to coordinate and provide snow removal for 21 parking lot locations throughout the Village. This includes applying a pre-approved anti-icing agent after plowing and after freezing conditions.

I. GENERAL TERMS AND CONDITIONS

1. Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this Bid Request.

2. Confidentiality.

BID REQUEST's and the responses thereto, are subject to the Illinois Freedom of Information Act.

3. Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this BID REQUEST or any portion thereof, to reject any or all BID REQUEST's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any BID REQUEST. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection.

4. Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this BID REQUEST.

5. Award:

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost-effective responder.

6. Discussion of BID REQUEST:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one BID REQUEST to any other responder.

7. Contract Period:

This annual contract period is anticipated to begin on November 1, 2021 and end on April 30, 2022 with the possibility of two (one-year) extension options.

8. Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this BID REQUEST. The successful responder shall be considered the sole point of contact purposes for this contract.

9. Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

10. Interpretations or Correction of Bid Request:

Responders shall promptly notify the Street Superintendent of any ambiguity, inconsistency, or error that they may discover upon examination of the BID REQUEST's. Interpretation, correction and changes to the BID REQUEST's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

11. Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of responses to the BID REQUEST, which modify or interpret the BID REQUEST by addition, deletions, clarifications, or corrections. Any addenda will be distributed through the QuestCDN system to all potential respondents known to have downloaded the RFP from QuestCDN. The Village of Tinley Park QuestCDN website is:

https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provider=6246123&group=6246123.

12. Taxes:

The Village is exempt from paying certain Illinois State Taxes.

13. Non-Discrimination:

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

14. Insurance: *Please submit certificate with your response.*

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

a. **Worker's Compensation Insurance** covering all liability of the Responder arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

b. **General Liability:**

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

c. **Professional Liability** to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

d. **Comprehensive Automobile Liability, Bodily Injury, Property Damage:**

General Aggregate Limit \$1,000,000

Each Occurrence Limit \$500,000

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

The contractor shall procure and maintain, for the duration of the contract, insurance against claims of injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Satisfactory certificates of insurance shall be filed with the Village prior to starting any work on the contract. The certificates shall state that seven (7) days advance written notice will be given to the Village before any policy covered thereby is changed or canceled.

15. Change in Status:

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

16. Precedence:

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Owner and Contractor Agreement; The Village of Tinley Park Bid Request; and the Contractor's Response to BID REQUEST.

17. Submittal and Evaluation Factors:

The contract will be awarded to the Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the BID REQUEST of a Contractor who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Ability to complete required work in a timely manner;
- B. Experience with other Municipalities;
- C. Demonstrated creativity and expertise in planter design and maintenance;
- D. Communication with the Village; and
- E. References.

II. Background

The Village of Tinley Park, Illinois, hereinafter referred to as the Village, is primarily a residential community of nearly 60,000 people situated approximately 25 miles southwest of downtown Chicago. Throughout the winter months, the Village experiences snowfalls that require removal of all snow from Village streets, including parking lots and sidewalks. The Village has 21 locations that will need this service.

III. Project Scope

The Village of Tinley Park is requesting bids from contractors who will provide, at a minimum, snow plowing and removal operations in Village owned parking lots. This includes applying a pre-approved anti-icing agent after plowing and after freezing conditions.

Locations

A map showing the locations of the various lots is included with these specifications.

Specifications and Prosecution of Work

No work shall be performed unless a callout is issued to the contractor by the assigned snow supervisor or designee from the Village.

Plowing Operation

It is the Village's intent to have the listed parking lots plowed whenever there is a snowfall that is measurable. For accumulations less than one inch or icy conditions, the use of salt or equivalent de-icing agent will be acceptable.

Snow Removal Operations

Included in the scope of work for this contract is the removal of accumulated snow stock-piles from designated locations. The intent of this is to prevent line of sight issues as well as prevent ponding/icy conditions when it thaws. General guidelines for each lot's snow removal criteria will be discussed during the initial meeting.

All snow removed and hauled under this contract shall be transported and deposited at the City's snow dump site.

Contract Term

It is the intent of the Village to retain a contractor on-call from November 1, 2021 through April 30, 2022 with two (one year) extension options. The contractor will provide 24-hour service including Saturdays, Sundays and holidays. The contractor will provide all labor and equipment to maintain traffic flow in all designated areas at all times.

Proposal Requirements

The contractor's proposal shall include, as a minimum, the following information:

Qualification of the contractor: Under the terms of this proposal, all contractors, in evidence of their experience and past performance, must submit a list of previous snow removal experience of similar magnitude, which will be used to verify ability and level of service. All determinations as to contractor qualifications shall be made by the Village and shall be final.

Equipment: It is critical to have good communication during snow removal operations. The contractor will be required to be able to have immediate communication with all employees working for the village at any given time. Cell phone would be the preferred method. In addition, the supervisor's shall be equipped with a cell phone and that number will be given to the Village at the time of the pre-con meeting. The contractor will provide a list of equipment, including year make and model, size plow or bucket and type of radios available for snow removal operations on this proposal. The following equipment is required as a minimum:

1. Twelve (12) all-wheel-drive pickup trucks, radio equipped, or **equivalent**.
2. Four (4) rubber tired end loader or skid-steer-type loader.
3. Cellular telephone for supervisor's/ foreman.

A list additional available equipment such as end loaders (including bucket capacity), dump trucks, etc. that may be employed in the event of a heavy snow fall.

The Proposal: The proposal form must be completed and enclosed. Failure to use the proposal sheet, or failure to completely fill out this form, shall be grounds for rejecting the proposal.

EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS, AND SITE OF WORK:

The prospective bidder shall, before submitting a bid, carefully examine the provisions of the contract (see attachment). The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract.

Scope of the Project

The work to be done under this proposal includes the furnishing of all supervision, labor, material, tools, equipment and incidentals of every kind and description necessary for completion, in accordance with the specifications included herein.

No vehicles of any kind shall be placed, parked or operated upon or over any sod areas.

The contractor shall consult with the street superintendent or authorized representative concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of said Street Superintendent or authorized representative.

The contractor shall at all times have a competent person in charge of his work crew at the job site to which the Village representative may issue directives. Such person shall be authorized to accept and act upon such directives.

The right is reserved to reject any or all proposals or to waive any formality irregularity in any proposal and to accept any considered proposal advantageous to the Village of Tinley Park.

The contractor shall pay all federal, state and local taxes as may be applicable on all materials, labor and services furnished by contractor under the proposal, and the amounts of such taxes shall be included in the unit price bid.

Accident Prevention

The contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The contractor, upon his receipt of instructions from the street superintendent or authorized representative to discontinue such practice, shall immediately discontinue any practice obviously hazardous, in the opinion of the street Superintendent or authorized representative.

Final Inspection

The Village shall make final inspection of all work included in the proposal, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Village at the time of such inspection, the Village shall inform the contractor as to the particular defects to be remedied before final acceptance can be made.

Authority

All work shall be done under the supervision of the Street Superintendent, or designated representative. They will answer all questions, which arise as to the quality and acceptability of materials, furnished, work performed, manner of performance, rate of progress of the work, interpretation of the Plans and Specifications, acceptable fulfillment of the proposal, compensation and disputes, and mutual rights between contractors/subcontractors under the Specifications.

In case of failure on the part of the contractor to execute the work ordered by the this contract, the Street Superintendent may, at the expiration of a period of forty-eight (48) hours after giving notice in writing to the contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due, or which may become due to the contractor under the proposal.

Guarantee of Workmanship

The Contractor agrees that the Village will withhold 10% of the contract amount from each payment to the Contractor to be used for claims of damage to property. Any costs incurred by the Village to repair or replace property damaged by the contractor or its agents or employees will be paid for from this withheld amount. Amounts in excess of the withheld amount will be paid by the Contractor. The Village will release the remaining balance from the withheld amount, if any, by August 1.

Special Provisions

Specifications and Prosecution of Work

The proper timing and use of equipment is essential to maintain the continuous, expeditious, and safe snow removal operations in the parking lots. Consequently, it is imperative that all equipment be in good operating condition at all times so as to secure maximum working efficiency and prevent unnecessary failure. TIME IS OF THE ESSENCE in arriving at the scene to commence snow removal efforts. To insure uninterrupted traffic flow in the parking lots, CALLS-OUTS SHALL BE ANSWERED PROMPTLY and EXTRAORDINARY EFFORT SHALL BE EXERTED BY THE CONTRACTOR TO RENDER THIS SERVICE. THIS PROPOSAL MUST TAKE PRIORITY OVER ALL OTHER WORK.

The contractor shall prosecute the in the following manner:

- A. The contractor shall, at all times, maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified employees shall be sufficient to respond to emergency calls, which may be received at any time.
- B. The contractor shall submit, in writing the name and 24 hours contact phone number of the person in the organization to whom instruction shall be given at the initial meeting/contract signing. One designated supervisor in the contractor's organization shall be available on the job site at times during snowplow operations.
- C. The removal is accomplished by plowing snow to the edge of the curb in curbed areas or onto the shoulder in areas without curbs. Care shall be taken so that parked cars are not plowed in and snow is not pushed into the street. Care shall be taken so that no residential driveway will be blocked, either partially or wholly, by plowed snow. Each driveway, however, may receive a nominal amount of snow resulting from the normal spill off of a

single pass in front of each home. All efforts possible will be made so not to stockpile snow in front of mailboxes, fire hydrants or on sidewalks.

- D. For a snowfall in **six inches (6") or less**, the contractor shall provide sufficient equipment and personnel to remove all snow from designated areas whenever called upon to do so. Sufficient equipment and personnel shall be provided to complete the entire designated parking lots and sidewalk section in a **maximum of eight (8) hours from time of call-out**.
- E. If snow accumulates in **excess of six (6") inches but less than ten (10") inches** additional equipment and personnel may be requirement to plow snow. The contractor shall provide this additional service and equipment within the same time constraints as described in the section above once the snow has stopped.
- F. If snow accumulates in **excess of ten (10") inches but less than eighteen (18") inches** of snowfall additional equipment and personnel may be required to plow the snow. This additional service and equipment shall be shall be provided by the contractor within a maximum of sixteen (16) hours from time of call-out.
- G. If the charge for this extra service is different from the charge for work described in paragraph "C", the contractor shall indicate so on the proposal form provided. Plowing operations described in paragraph "D", "E" and "F" shall be paid for on a lump sum basis each time a complete clearing operation is made. Supervision shall be required and payment therefore is included in the lump sum price.
- H. Depth of snow accumulation is measured at the time each plowing operation commences. The Village shall determine the depth of snow for purposes of this agreement and its determination shall be final.
- I. If stored snow within the parking lot reaches an undesirable level, the contractor may be required to move the snow to another location. This additional service shall be paid for on an hourly basis for labor and equipment required. The contractor shall submit an hourly cost for each piece of equipment provided on his equipment list (including the cost of the operator) in the space provided on the Proposal Sheet. The proposed hourly rate for equipment only shall be noted in the appropriate space on the form.
- J. Village staff will be clearing the streets adjacent to the parking lots at the same time that the contractor is plowing the parking lots. The contractor will be responsible for the entire length and width of each parking lot assigned, including the entrances and exits.
- K. The Snow Supervisor will contact the contractor when the contractor must mobilize for snow removal. The contractor shall respond by mobilizing all equipment at a prearranged time or within a maximum of one hour after being notified.
- L. After finishing one complete pass through all of the parking lots, the contractor may be told to start a second complete pass immediately and continue plowing depending upon weather conditions. The contractor shall be prepared to continue plowing again whenever snow accumulates.

Duration of Proposal

This proposal shall be in full force **November 15, 2021 through April 30th 2022** with the option for the Village to add **2 additional 1-year extensions**. The decision to add additional years will be at the sole discretion of the Village. It will be based solely on the contractors' performance, timeliness and customer service skills. The Village has the right of the Village to cancel and terminate the same at any time by giving the proposal a seven (7) day written notice. In the event of such cancellation, the contractor shall be entitled to receive payment for services and work performed and equipment furnished under the terms of the proposal prior to the

effective date of such cancellation. The contractor shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

Payment

All charges for snow removal will be billed per event. No separate charge for transportation of equipment to or from the site will be allowed. Each invoice will need to have the

1. # of the event (Village issues)
2. Time and date of work
3. Number of times out
4. Amount charged per accumulation

It will be the responsibility of the contractor to notify the Public Works Department Snow Supervisor when equipment has begun the operation and when the operation is complete.

No charge for inoperable equipment due to mechanical failure will be allowed.

INVOICING

Invoices must be received no later than 2 weeks after the snow event. Every invoice must note the Villages snow event number, snow event date, start time, which Village employee was contacted, shift number with times, and the amount of snow fall. The invoice must have number of employees, hours and equipment used noted. If different shifts are used, the invoice must note it.

Property Damage

The contractor will assume responsibility for all damage to property (including curbs, parkways and mailboxes) caused by equipment used for snow removal. All damage will be the responsibility of the contractor to repair.

Exceptions

Any exceptions to the specifications should be noted on the proposal and included at the time the proposal is submitted.

CONTRACT PRE-CON MEETING:

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. In attendance shall be the Contractor's representative on the job; i.e., Superintendent or Foreman. On, or before this meeting, the Contractor and Village Street Foreman shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the starting work.
2. Attendance – Street Superintendent, Street Foremen, and Contractor are required. Also, any other persons as may be deemed necessary.
3. Specification information regarding source of materials, what, if any, work will be sublet, responsibility for maintaining traffic or detours, and any other problems relating to the work are to be discussed.

4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Twenty-four (24) hour a day and emergency contact persons and phone numbers shall be listed.

QUANTITY CHANGES:

The Village of Tinley Park reserves the right to add or delete areas to be maintained at the unit prices bid.

VILLAGE NOTIFICATION:

Notice shall be given to the Village of Tinley Park, prior to starting work, or restarting work after some absence of work for any reason.

The Village must be notified by the next business day if there have been any employee assignment changes to the crew assigned to the Village.

Notification may be done by email, phone call or in person.

NOTIFY: Public Works
 Street Department
 708-444-5520 Kelly Mulqueeny
 708-444-5526 Jimmy Quinn
 708-444-5527 Steve Grossi
 708-444-5500 Village Hall

During the winter season, a Village of Tinley Park snow supervisor is assigned. This position is switched every 2 weeks. A schedule will be given at the contract signing meeting.

PROTECTION AND SAFETY OF PEDESTRIANS:

Work zone safety shall be practiced and maintained at all times until the snow and ice control is completely finished. Snow and ice control are situated in areas traveled by pedestrians. The snow/ice control in this contract will be encountered by motorist, pedestrians and bicyclists throughout the winter season, for this reason the contractor must anticipate this and accommodate them. Any potential hazards to the general public due to materials, equipment, obstructions, tripping hazards or any hazardous aspects of the work must be remedied or properly protected and barricaded. Snow may not be blown, shoveled, or stored into streets.

CLEAN-UP:

The Contractor shall be responsible for thoroughly cleaning up any and all areas affected by his work. All litter from meals or packaging from material used for snow and ice control must be removed before the contractor leaves the site. If the area has not been cleaned properly, public works will remove the litter manually or use a mechanical street sweeper or any other equipment we deem necessary to clean the area. All clean-up related work shall be incidental in cost to the contract work.

PARKWAY TREE:

The Contractor shall inspect each work site in advance and arrange to execute the work in a manner which will not cause injury to trees. Any tree limbs that might be damaged by equipment operations should be protected by the contractor. Any tree limbs that are broken by snow removal equipment

shall be reported to the Village. The Village will neatly prune the damaged limb at the Contractor's expense.

DAMAGES:

Any work performed to repair damages caused by the contractor shall include providing all the materials, labor and equipment necessary to remove and replace it so that the area is restored to original state. The Village will not provide a dumpsite for this material.

The contractor shall be responsible for replacing/repairing property they damage. A list must be supply to the Village with the damage immediately following every snow event. The contractor will be responsible for inspecting property prior to the season and report anything in poor condition. The repairs must be completed within 30 days of when it was damaged. The Village will supply temporary mailboxes for the contractor to deliver within 12 hours of the incident if they damage one. If the contractor does not meet these stipulations the Village will deliver temporary mailboxes and do the repairs at the contractor's expense.

Ruts caused by equipment or vehicles must be restored to its original state prior to June 15th. Dirt and seed is acceptable for areas smaller than 9".

If there is a delay in any of these repairs, the contractor must email the street department with details. Updates must be done weekly.

Contractor's Responsibilities

In providing the services under this Contract, the Contractor shall:

- A. Exercise safe, sanitary and sound-business practices with the skill, care and diligence normally shown by professional contractors.
- B. Require all employees to wear suitable uniforms during the time they are on Village property.
- C. Supply an adequate number of trained and fully insured personnel to perform all work.
- D. Require one employee on a crew to understand all verbal and written instructions in English issued by the Street Superintendent or representative.
- E. Remove all rubbish, debris and wastes from the location(s), resulting from the work performed, in an orderly and safe manner and legally dispose of same.
- F. Provide evidence of all licenses and permits that may be required for all activities performed on Village properties.
- G. Require all personnel to report any hazardous or out of the ordinary conditions that may affect the operation and/or safety on Village properties, to the Street Superintendent, or representative. Any item in need of repair or replacement shall be reported on the same day it is observed.

Meetings

It is anticipated that there will be required meetings between V.O.T.P. and the Contractor. These meetings may include representatives of other Village Departments and/or other Contractors or consultants, at the Street Superintendents' discretion. It is initially anticipated that there will be a monthly meeting, November through April, to discuss snow and ice control issues. If necessary, additional Quality Assurance (QA) meetings will be scheduled by the Street Superintendent to review Village of Tinley Parks' standards as well as the overall quality of the Services. **An initial QA meeting to discuss start-up issues and requirements shall be scheduled upon Contract award.**

Attendance by the Contractor at all scheduled meetings shall be mandatory. The Contractor shall have a sufficient number of management level personnel (e.g., owner, superintendent, foremen) with decision-making authority available to attend meetings when scheduled. In any year of the Contract, if the Contractor fails to attend meetings, V.O.T.P. may seek corrective measures that could include delays in the processing of Contractor's invoice.

Staffing Plan

The Contractor shall be responsible for employing and assigning a staff of competent personnel who are fully licensed, insured and qualified to perform the snow and ice control as required by this contract. At the onset of the Contract, the Contractor shall provide staffing schedules for the Street Superintendents' review and approval. Staffing issues shall be reviewed at monthly meetings as required. Bidder shall describe anticipated maximum and minimum crew sizes with its bid. Bidder shall also provide a list and description of any work to be performed by subcontractors with its bid.

Supply and Equipment Requirements

As described under "Contractor's Responsibilities," the Contractor shall supply all consumable supplies. Any costs for supplies shall be included as part of the bid price. Bidder shall submit a list of proposed supplies indicating a description and the brand name of each. Additionally, Bidder must provide a completed Manufacturer's Standard Material Safety Data Sheet (OSHA Form #20) for all snow and ice control chemicals that may be used for this contract.

Any equipment or supplies of improper type or design, or inappropriate for the intended use, shall be replaced with satisfactory equipment or supplies at the Contractor's expense. Also, the Contractor shall submit where it will warehouse and how it will transport the equipment to and from the site.

New Work

This will include any new snow removal within the Village of Tinley Park that has been requested by the Street Superintendent or representative.

LOCATIONS AND LIST OF SERVICES

Area 1-Hickory Street Parking Stalls

- Parking Stalls along Hickory Street
- Sidewalk adjacent to parking stalls
- Road salt on parking stall
- Concrete safe salt on sidewalk

Area 2-Oak Park Avenue Train Station

- 173rd Place and Oak Park Avenue
- Plow North and South parking lots
- Shovel sidewalks

- Road Salt Parking lot
- Use Concrete safe salt for sidewalks and paver areas
- 24 hours a day operation

Area 3 Zabrocki Plaza

- Shovel paver area around fountain
- Shovel sidewalks adjacent to paver area
- Use Road Salt Parking lot
- Use Concrete safe salt for sidewalks and paver areas

Area 4-Vogt Plaza

- Shovel Paver area
- Shovel sidewalks adjacent to Paver area
- Curb to curb
- Use Concrete safe salt for sidewalks and paver areas

Area 5-Public Safety & Fire Station 1

- Public Safety-6825 W. 173rd Place
- Fire station 1-6829 W.173rd Place
- Plow parking lots
- Shovel sidewalks
- Use Road Salt Parking lot
- Use Concrete safe salt for sidewalks and paver areas
- 24 hours a day operation

Area 6-United Methodist Church Stalls

- 6875 W 173rd Place
- Parking Stalls along 173rd Place
- Use Road Salt on parking stalls

Area 7-Village Hall

- 16250 Oak Park Avenue
- Plow parking lot and salt with road salt
- Shovel sidewalks
- Third Tuesday of the month is the Board meetings
- Hours of operation 8:30-5:00 M-F Saturday 9:00-12:00
- Use concrete safe salt for sidewalks
- Sprinklers are along sidewalks use caution
- Remove excess salt from sidewalks after every event

Area 8-Municipal Parking lot- (Subway parking)

- 17217 Oak Park Ave
- Parking lot and salt with road salt
- Shovel sidewalk and salt with concrete safe salt

Area 9-Municipal Parking lot (Bath and Kitchen)

- 17050 S Oak Park Ave
- Plow parking lot and salt with road salt
- No sidewalks

Area 10-Municipal Parking lots (17200-17216 Oak Park Ave)

- 17200 Oak Park Ave
- Plow parking lot and salt with road salt
- No sidewalks

Area 11-Municipal Parking Lot (Ed & Joe's)

- 17332 Oak Park Ave
- Plow parking lot and salt

Area 12-80th Avenue Train Station (North lot)

- 80th Avenue & Timbers
- Plow parking lot and salt with road salt
- Shovel sidewalks and use concrete safe salt

Area 13-80th Avenue Train Station (South lot)

- 80th Avenue & Timbers
- Parking lot
- Shovel sidewalks and use concrete safe salt

Area 14- Police Station

- 7850 W 183rd Street
- Plow parking lot and salt
- Sidewalk and salt with concrete safe salt
- 24 hour a day operation

Area 15-Heliport & EMA

- 7800 W. 183rd Street
- Plow parking lot and salt
- DO NOT SALT HELIPORT
- Sidewalk and salt with concrete safe salt
- 24 hour a day operation

Area 16-Post 11

- Elevated water tank just north of 17807 Cloverview.
- The intersection of 179th Street & 82nd Avenue
- Lot Parking lot and drive to lot.

Area 17-Firestation 2

- 7825 W. 167th Street
- Plow parking lot and salt
- Shovel sidewalk and salt with concrete safe salt
- 24 hour a day operation

Area 18-Firestation 3

- 9191 W 175th Street
- Plow parking lot and salt
- Shovel sidewalk and salt with concrete safe salt
- 24 hour a day operation

Area 19-Firestation 4

- 7801 W. 191st Street
- Plow parking lot and salt
- Shovel sidewalk and salt with concrete safe salt
- 24 hour a day operation

Area 20-Paws

- 8301 W 191st Street
- Plow parking lot and salt
- Shovel sidewalk and salt with UREA

Area 21-Tinley Creek Bridge

- Next to 17200 Oak Park Ave and across the street.
- Shovel sidewalk

IV. REQUIREMENTS AND EXPECTATIONS

The following are general requirements and expectations of the selected Contractor:

1. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
2. The Contractor must be able to receive requests via e-mail.
3. The Contractor is expected to have all necessary supplies, equipment, personnel, and skills to complete the project in a timely manner;
4. Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP.
5. The Village has several special events throughout the year, typically held in the downtown area which may require planter maintenance work to be completed immediately beforehand so the sites are looking their best. These events include but are not limited to the Block Party (usually around the 3rd Sunday in July), Farmers markets, music performances and movie showings.
6. The surrounding area shall have a neat, professional looking appearance upon completion of the job, and
7. All contractor employees shall wear suitable uniforms during the time they are on Village property or public ROW areas.

CONTRACT TERMINATION:

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the Contractor has failed to comply with the terms of the agreement. In the event of such termination, the Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.

FORMS

The undersigned herewith submits a proposal on parking lot snow removal at various locations throughout the Village of Tinley Park in accordance with the attached documents. **ALL PRICE TOTALS MUST BE A FLAT RATE including salt application.** All proposals must be submitted to the Village Hall, Village of Tinley Park, 16250 Oak Park Avenue Tinley Park IL 60477 by 9:55 A.M. on October 6, 2021. *Bid Bond or check must be submitted with the bid*

Mandatory Base Bid		0-2"	2-6"	6-10"	10-18"
Area	Location				
1	Hickory Street Parking Stalls	490	490	1300	2000
2	Oak Park Avenue Train Station North and South Lot	1700	1800	2520	3500
3	Zabrocki Plaza	260	270	420	580
4	Vogt Plaza	190	200	240	340
5	Public Safety + Fire House 1	450	500	770	1070
6	United Methodist Church	210	220	300	420
7	Village Hall	750	800	1070	1500
8	Municipal Parking Lots (Subway)	240	250	370	510
9	Municipal Parking Lot (Bath & Kitchen)	190	200	250	350
10	Municipal Parking Lot (17200-17216 Oak Park Ave)	140	150	200	300
11	Municipal Parking Lot (Ed & Joe's)	190	200	240	280
12	80th Ave Train Station (North lot)	2400	2500	3500	4900
13	80th Ave Train Station (South lot)	2600	2700	3800	5200
14	Police Department	400	450	630	880
15	Heliport & EMA Garage	800	850	1150	1600
16	Post 11	120	130	180	250
17	Firestation 2	280	300	400	500
18	Firestation 3	280	300	400	500
19	Firestation 4	280	300	410	570
20	Paws	210	220	300	420
21	Tinley Creek Bridge	150	160	200	300
Total		11840	12500	17340	24170

multiply by 25

185000

This number should reflect all locations in bid for a 2-6 inch snow fall for 10 snow events.

If contract is extendend for additional years , will there be a change in price per year? If yes what will the percentage change be? Please use the 2-6" category that is colored orange for the bids amount and add percentage to that number otherwise we will use the first year bid price for all 3 years.

	2021-22	2022-23	2023-24
Percentage	0%		
Dollar Amount	0	0	0

FORMS

Hourly rate (including labor and equipment) for any equipment used in each area as required under paragraph E of Specification and Prosecution of Work Salt Cost will be a flat rate for per application

Proposals accepted on this form only. Included a complete list of all equipment, showing year, make model plow or bucket size and radio(or other cummnication devise) type that is available for this job

	Unit Price	Overtime Hourly Rate	Salt Cost
1 Hickory Street Parking Stalls			
Skid steer	125	187.5	115

	Unit Price	Overtime Hourly Rate	Salt Cost
2 Oak Park Avenue Train Station North and South Lot			
Skid steer	125	187.5	900

	Unit Price	Overtime Hourly Rate	Salt Cost
3 Zabrocki Plaza			
Skid steer	125	187.5	150

	Unit Price	Overtime Hourly Rate	Salt Cost
4 Vogt Plaza			
Skid steer	125	187.5	150

	Unit Price	Overtime Hourly Rate	Salt Cost
5 Public Safety & Fire Station 1			
Skid steer	125	187.5	170

FORMS

		Unit Price	Overtime Hourly Rate	Salt Cost
6	United Methodist Church			
	<i>Shid Steer</i>	<i>125</i>	<i>187.5</i>	<i>150</i>

		Unit Price	Overtime Hourly Rate	Salt Cost
7	Village Hall			
	<i>Shid Steer</i>	<i>125</i>	<i>187.5</i>	<i>600</i>

		Unit Price	Overtime Hourly Rate	Salt Cost
8	Municipal Parking Lot (Subway)			
	<i>Shid Steer</i>	<i>125</i>	<i>187.5</i>	<i>150</i>

		Unit Price	Overtime Hourly Rate	Salt Cost
9	Municipal Parking Lot (Bath & Kitchen)			
	<i>Shid Steer</i>	<i>125</i>	<i>187.5</i>	<i>150</i>

		Unit Price	Overtime Hourly Rate	Salt Cost
10	Municipal Parking Lot (17200-17216 Oak Park Ave)			
	<i>Shid Steer</i>	<i>125</i>	<i>187.5</i>	<i>135</i>

		Unit Price	Overtime Hourly Rate	Salt Cost
11	Municipal Parking Lot (Ed & Joe's)			
	<i>Shid Steer</i>	<i>125</i>	<i>187.5</i>	<i>155</i>

FORMS

		Unit Price	Overtime Hourly Rate	Salt Cost
12	80th Ave Train Station (North Lot)			
	Wheel loader	200	300	850

		Unit Price	Overtime Hourly Rate	Salt Cost
13	80th Ave Train Station (South Lot)			
	Wheel loader	200	300	890

		Unit Price	Overtime Hourly Rate	Salt Cost
14	Police Department			
	Skid Steer	125	187.5	330

		Unit Price	Overtime Hourly Rate	Salt Cost
15	Heliport & EMA Garage			
	Wheel loader	200	300	600

		Unit Price	Overtime Hourly Rate	Salt Cost
16	Post 11			
	Plow Truck	100	150	90

		Unit Price	Overtime Hourly Rate	Salt Cost
17	Firestation 2			
	Plow Truck	100	150	250

FORMS

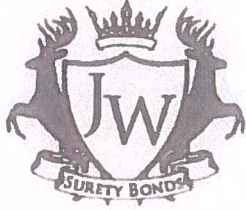
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		Unit Price	Overtime Hourly Rate	Salt Cost
18	Firestation 3			
	Plow Truck	100	150	250

		Unit Price	Overtime Hourly Rate	Salt Cost
19	Firestation 4			
	Plow Truck	100	150	250

		Unit Price	Overtime Hourly Rate	Salt Cost
20	Paws			
	Plow Truck	100	150	150

		Unit Price	Overtime Hourly Rate	Salt Cost
21	Tinley Creek Bridge			
	Skid Steer	125	127.5	100



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E-MAIL TO derek.y@jwsuretybonds.com
(Return form regardless of bid results.)

CONTRACTOR: Beverly Snow & Ice, Inc.
BID AMOUNT: \$140,000.00
OBLIGEE: Village of Tinley Park
PROJECT NAME: Snow Removal Parking Lots

BID DATE: October 6, 2021 ~ 10:00 AM
SURETY: GMIC

Bid Results for the above project:

Name of
Low Bidder: _____ Bid Amount: _____
2nd Bidder: _____ Bid Amount: _____
3rd Bidder: _____ Bid Amount: _____

Your bid, if not listed above: _____

****NOTE****

If low on this bid, you should not sign the contract until Surety has authorized you to do so. Surety will review the results before providing this authorization.

Please fax or email this form to us no later than: October 13, 2021

Thank you for your cooperation.

GREAT MIDWEST INSURANCE COMPANY

Bid Bond

Bond No. 10062021

CONTRACTOR:

(Name, legal status and address)

Beverly Snow & Ice, Inc.
16504 Dixie Highway
Markham, IL 60428

SURETY: Great Midwest Insurance Company, Texas Corporation

(Name, legal status and principal place
of business)

800 Gessner Road, Suite 600
Houston, Texas 77024

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.

OWNER:

(Name, legal status and address)

Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

BOND AMOUNT: Ten Percent (10%) of the Amount of the Bid

PROJECT:

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

Snow Removal Parking Lots

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 6th day of October, 2021


(Witness)

Beverly Snow & Ice, Inc.

(Principal)

(Seal)

(Title)

Great Midwest Insurance Company

(Surety)

(Witness)



(Title) John D. Weisbrot, Attorney-In-Fact



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS that GREAT MIDWEST INSURANCE COMPANY a Texas Corporation with its principal office in Houston, TX, does hereby constitute and appoint:

John D. Weisbrot, Melissa L. McDade, Steven M. Varga

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds undertakings or other writings obligatory in nature of a bond

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY on the 1st day of October, 2018 as follows

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached continue to be valid and binding on the Company

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021

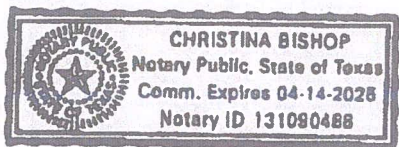


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W Haushill to me known, who being duly sworn did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and its provisions as set forth are now in force

Signed and Sealed at Houston, TX this 6th Day of October, 2021



BY [Signature] Leslie K Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Great Midwest Insurance Company
 Statutory Balance Sheet
 as of December 31, 2020
 (in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		Liabilities:	
Cash and Short term Investments	\$ 46,677	Loss and Loss Expense Reserves	\$ 50,498
Bonds	82,851	Unearned Premium	13,963
Commons Stocks	26,567	Ceded Reinsurance Premium	4,260
Mortgage Loans	4,950	Other Liabilities	3,930
Other Invested Assets	11,196		
Total Cash & invested Assets	172,241	Total Liabilities	72,651
Other Assets:		Capital and Surplus:	
Premium Receivables	5,766	Common Stock	4,550
Reinsurance Recoverable	6,118	Gross Paid In & Contributed Capital	158,893
Tax Assets	3,433	Unassigned Funds (Surplus)	(17,164)
Other Assets	29,372		
Total Other Assets	44,689	Total Capital and Surplus	144,280
Total Assets	\$216,930	Total Liabilities, Capital & Surplus	\$216,930

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2020.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 30 day of March, 2021.

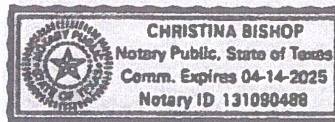
STATE OF TEXAS
 COUNTY OF HARRIS

On this 30 day of March, 2021, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

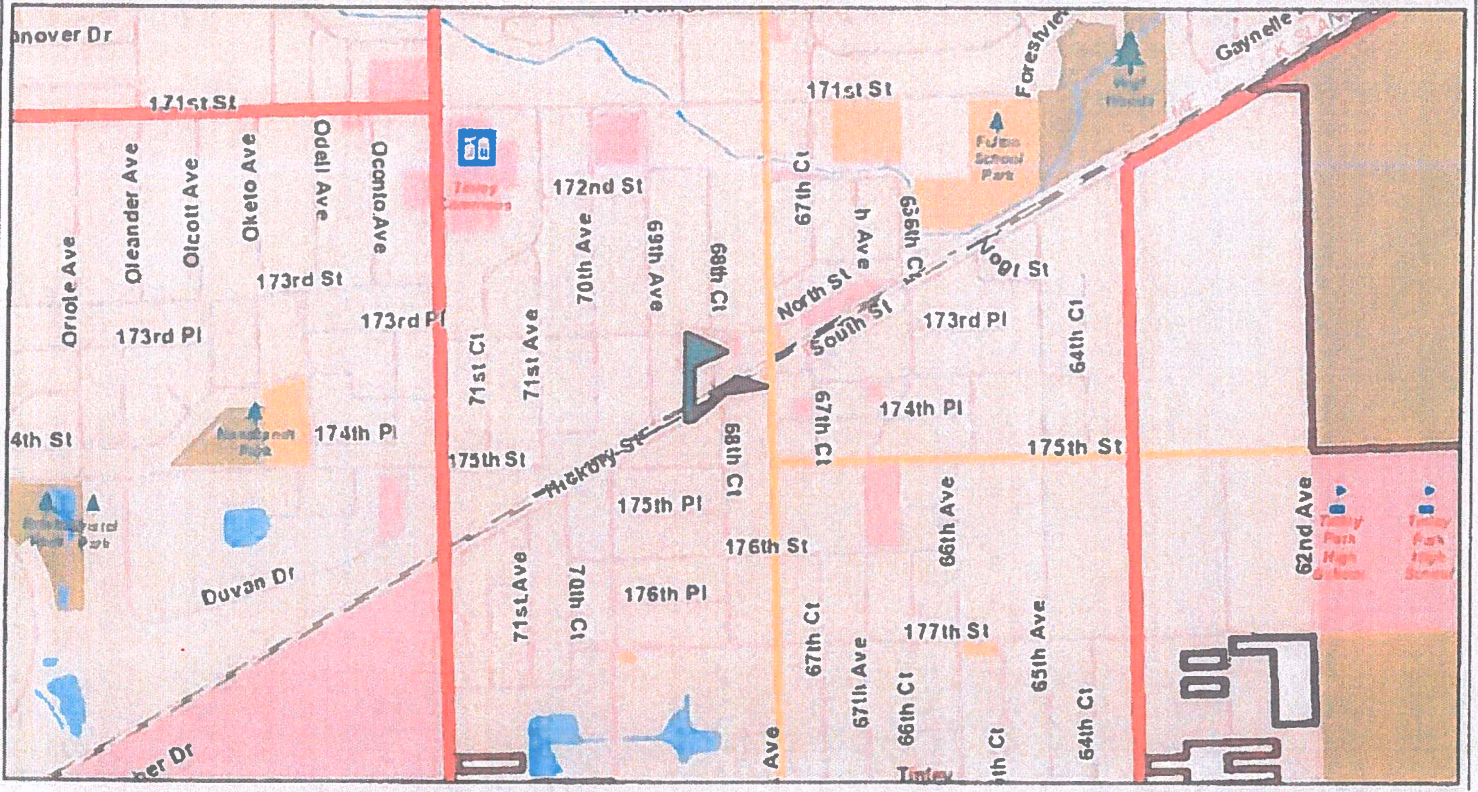
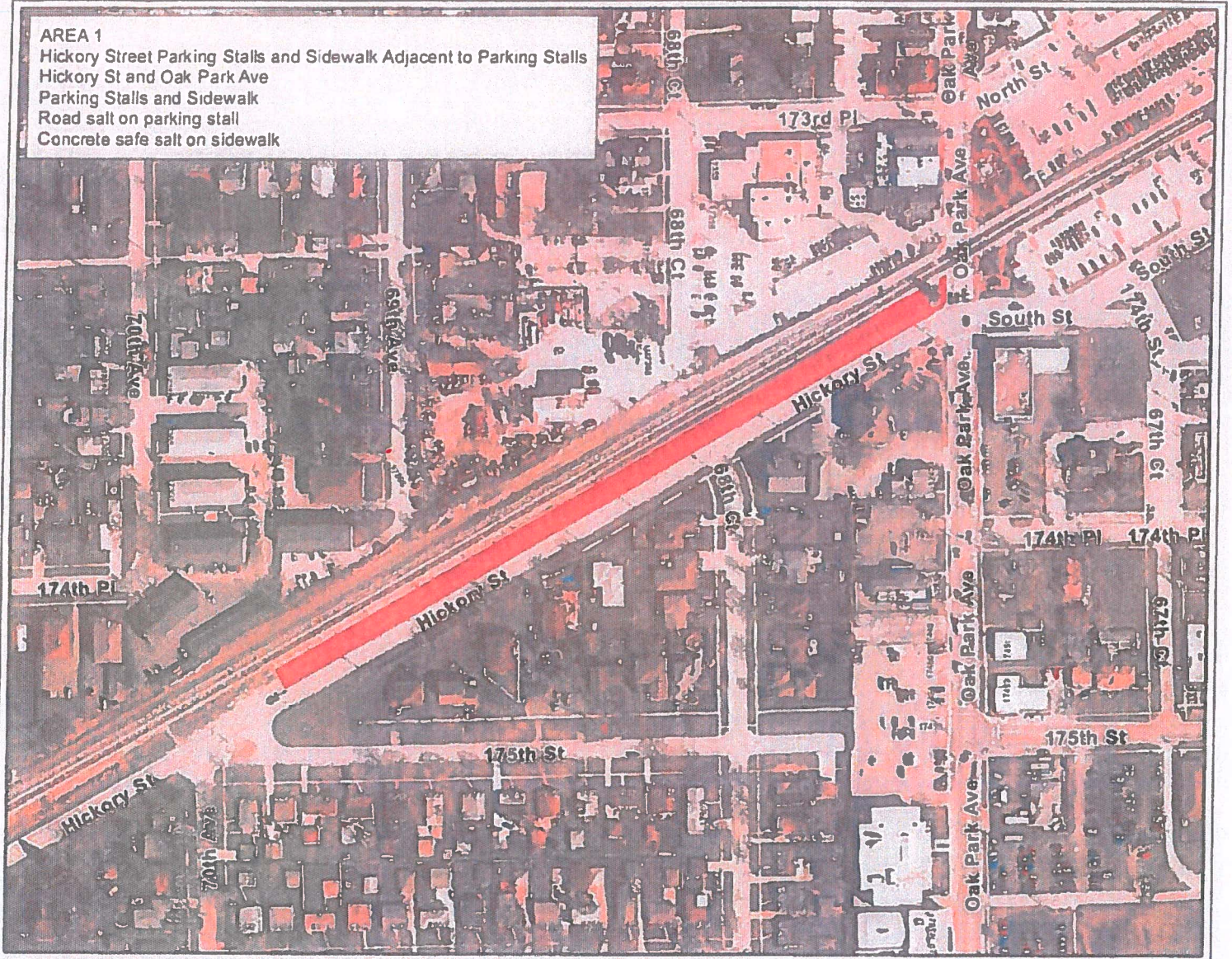
Witness my hand and official seal.

Signature Christina Bishop
 Signature of Notary Public



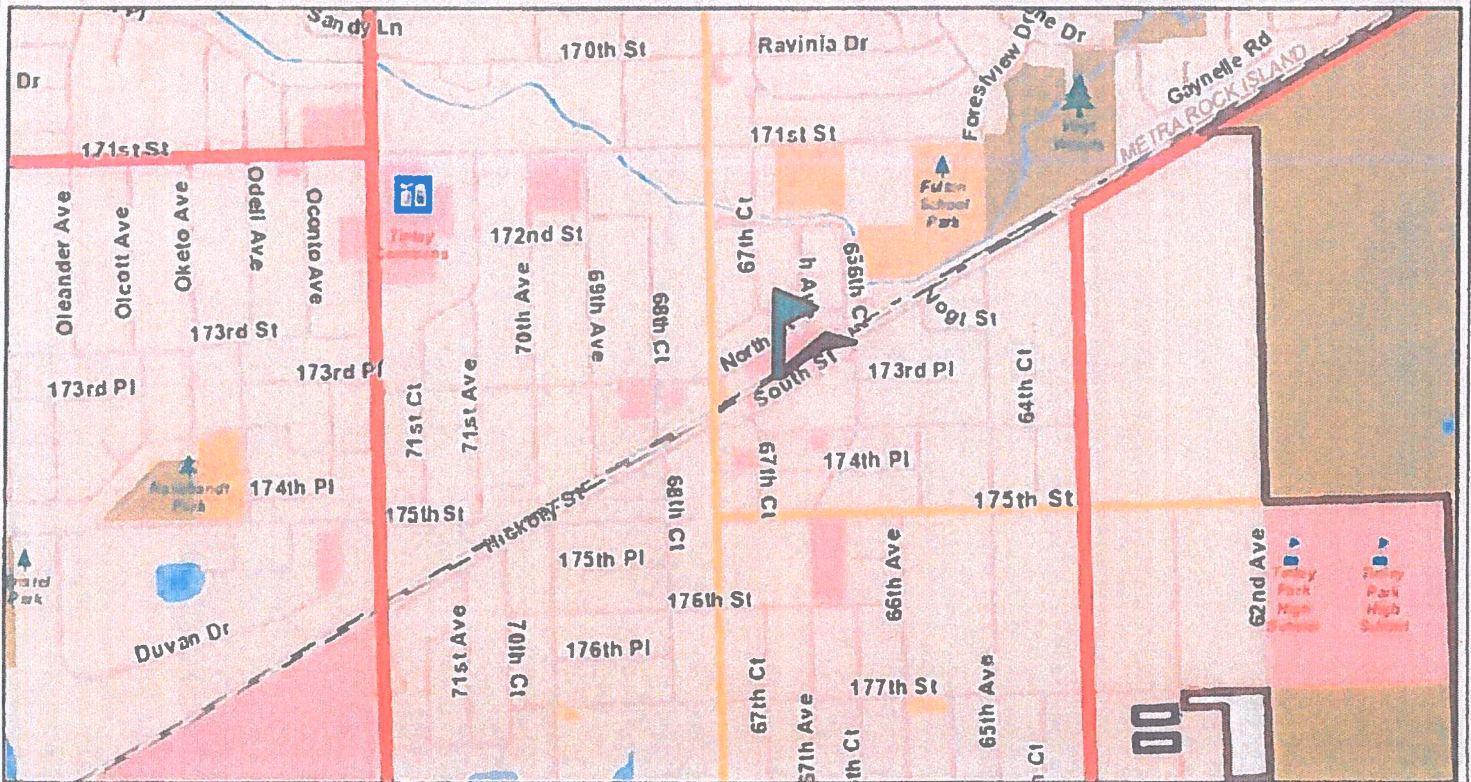
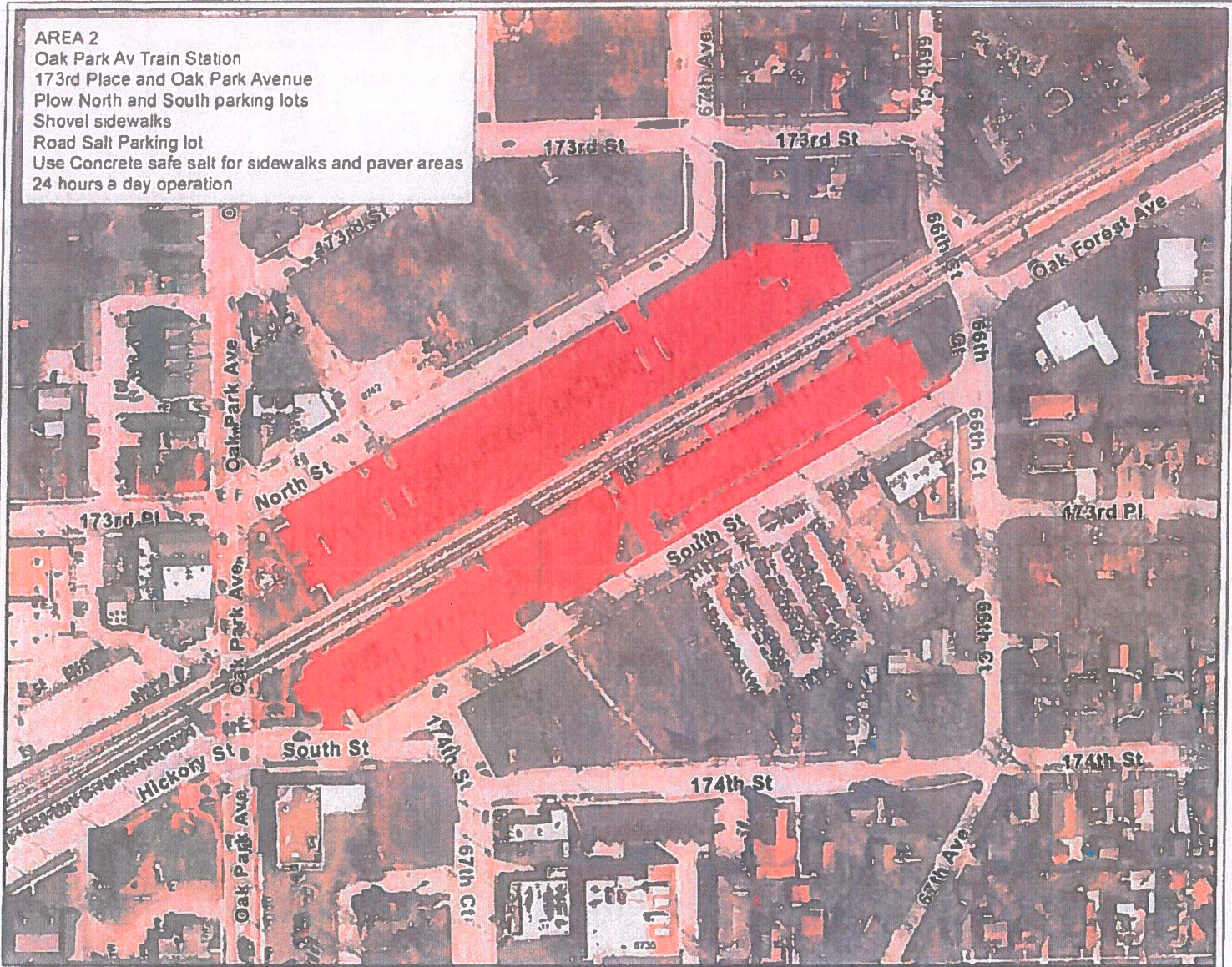
AREA 1

- Hickory Street Parking Stalls and Sidewalk Adjacent to Parking Stalls
- Hickory St and Oak Park Ave
- Parking Stalls and Sidewalk
- Road salt on parking stall
- Concrete safe salt on sidewalk

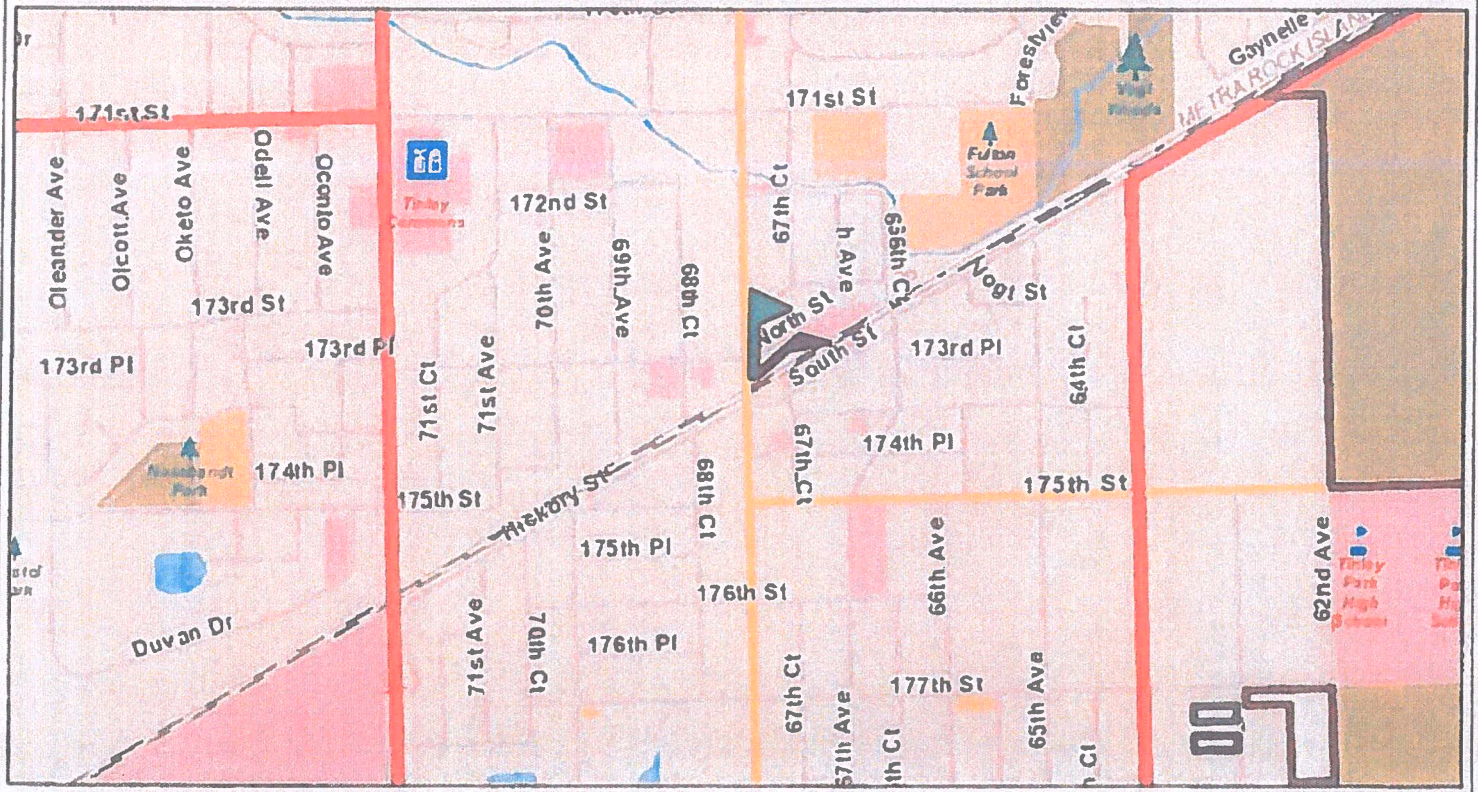


AREA 2

- Oak Park Av Train Station
- 173rd Place and Oak Park Avenue
- Plow North and South parking lots
- Shovel sidewalks
- Road Salt Parking lot
- Use Concrete safe salt for sidewalks and paver areas
- 24 hours a day operation

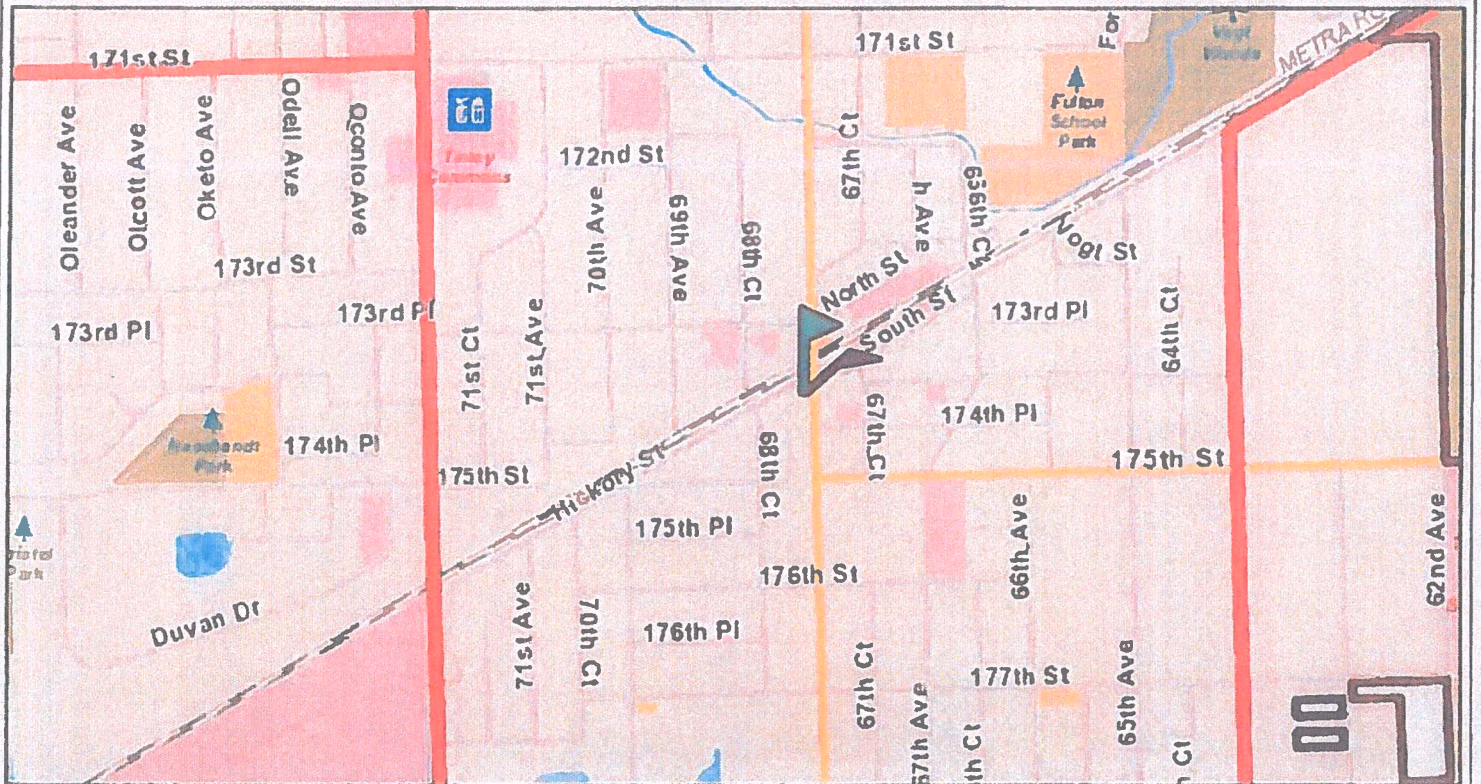
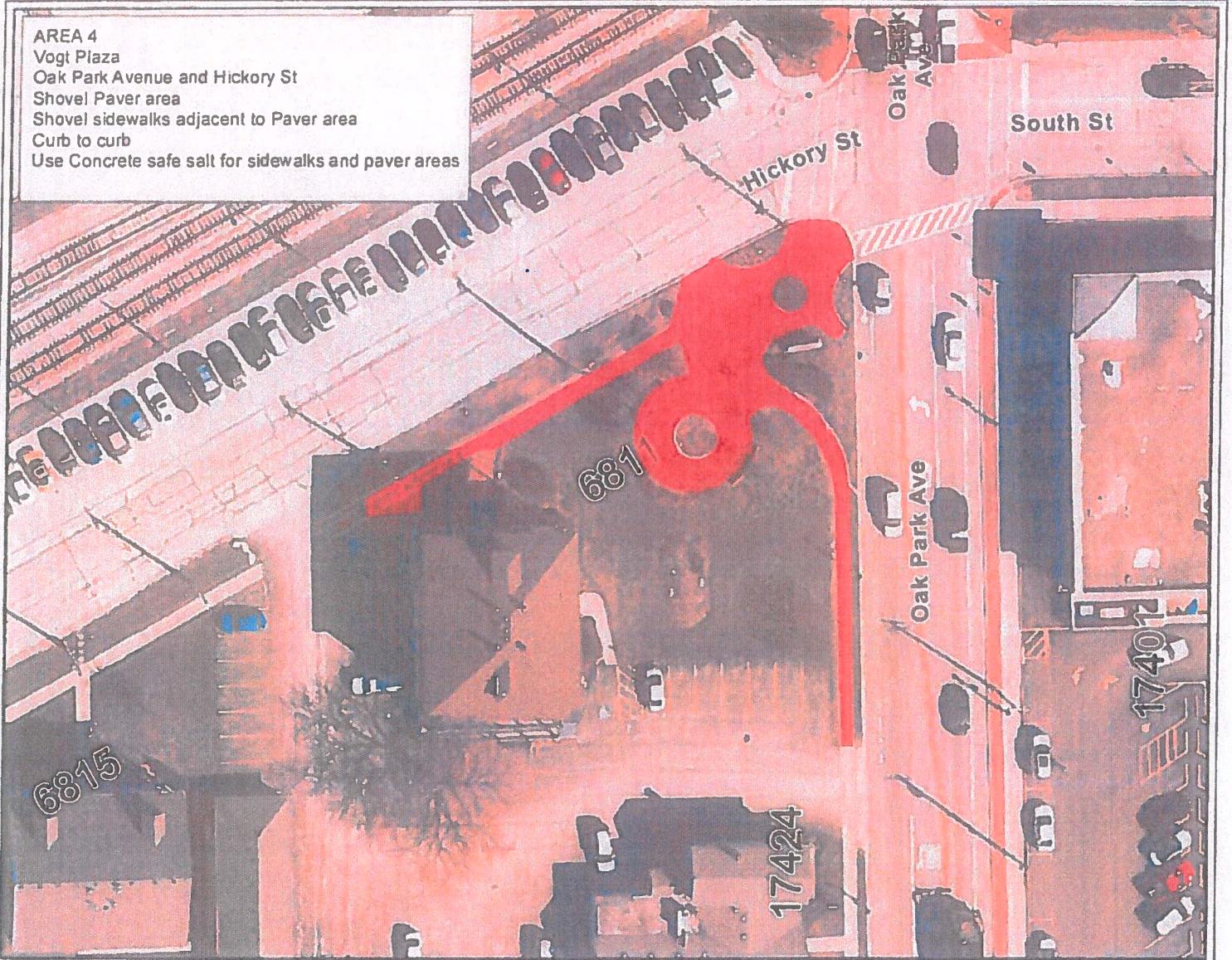


AREA 3
 Zabrocki Plaza
 Oak Park Av and 173rd PL
 Shovel paver area around fountain
 Shovel sidewalks adjacent to paver area
 Use Road Salt Parking lot
 Use Concrete safe salt for sidewalks and paver areas



AREA 4

- Vogt Plaza
- Oak Park Avenue and Hickory St
- Shovel Paver area
- Shovel sidewalks adjacent to Paver area
- Curb to curb
- Use Concrete safe salt for sidewalks and paver areas



AREA 5

Public Safety 6825 W. 173rd Place

Firestation 1-6829 173rd Place

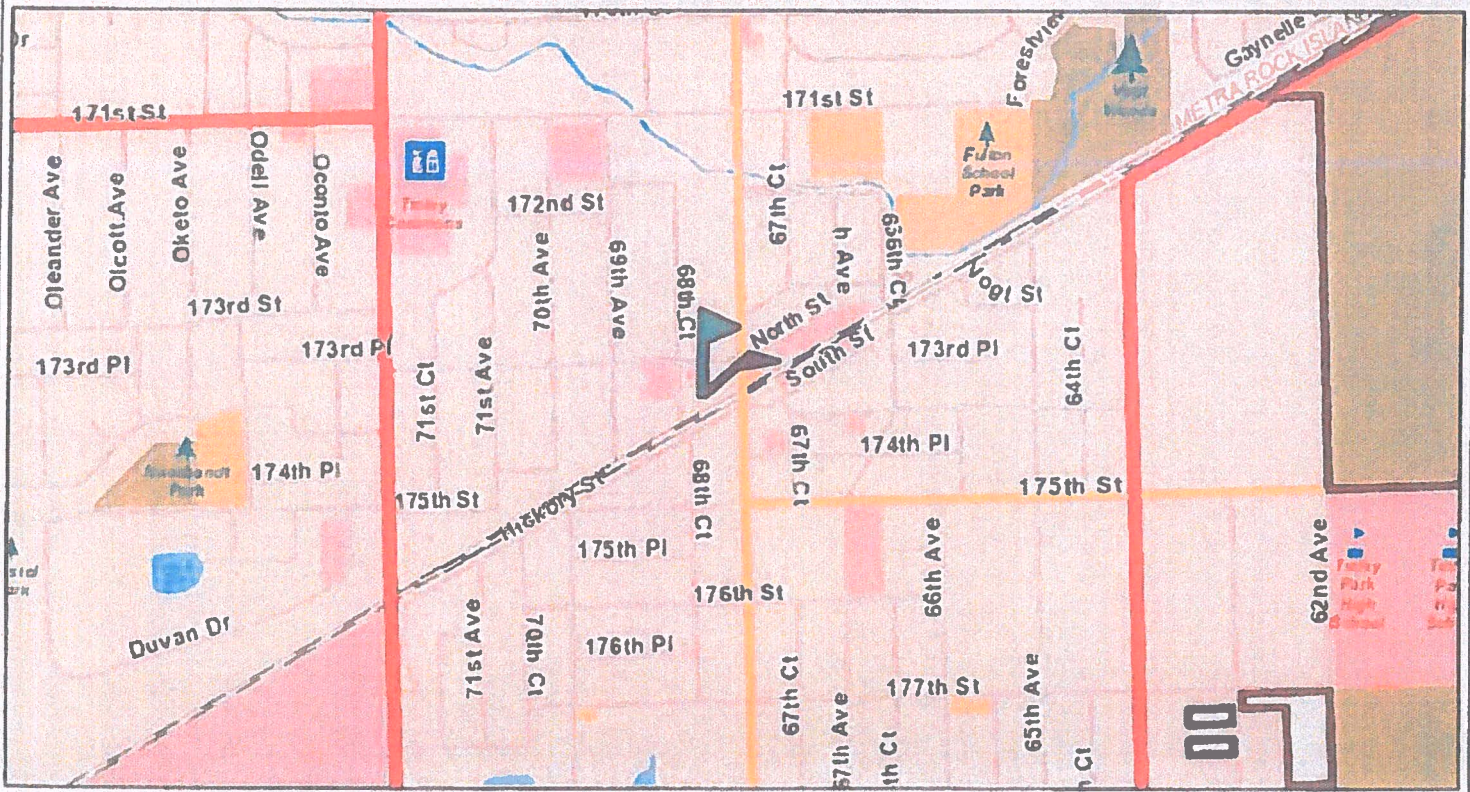
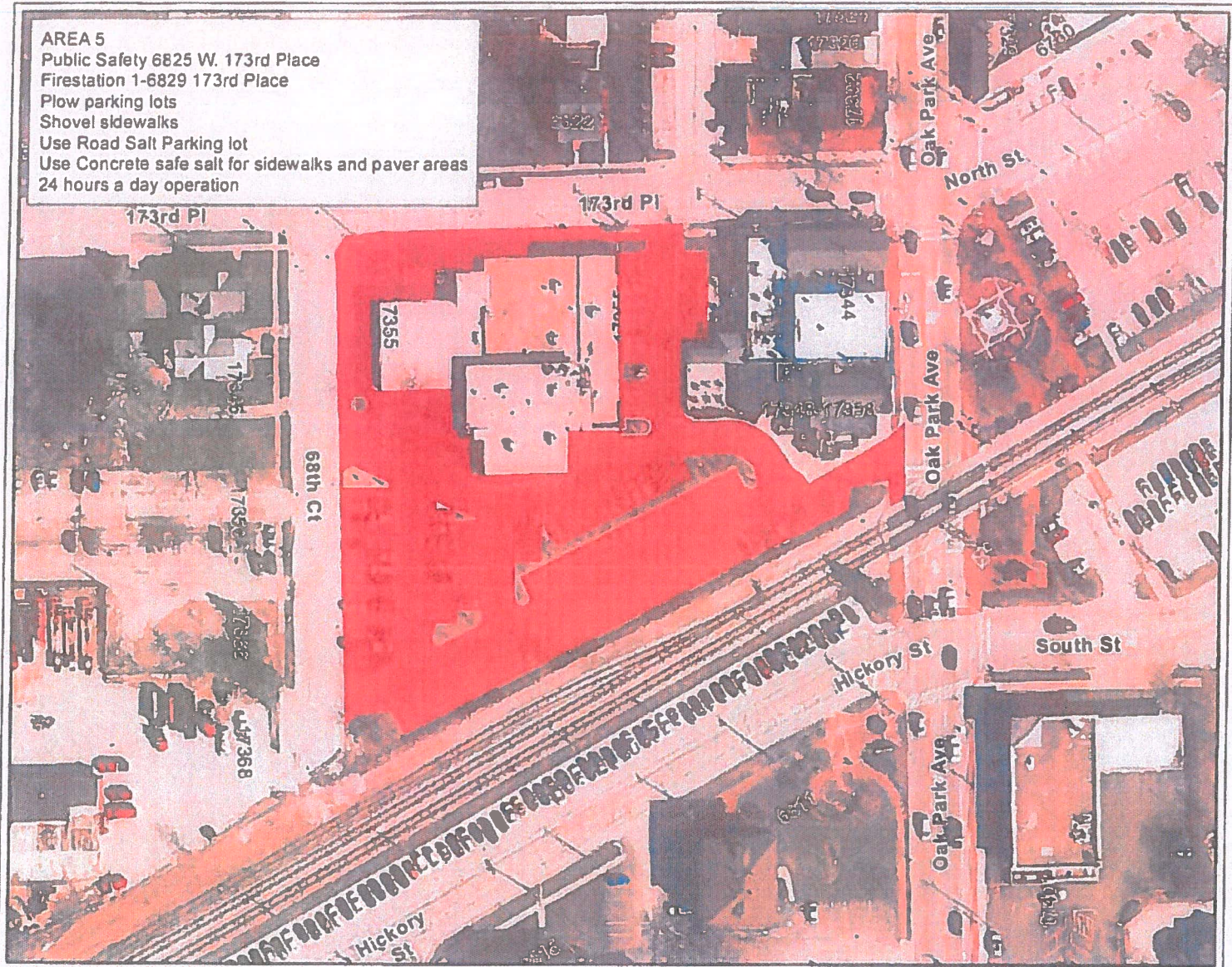
Plow parking lots

Shovel sidewalks

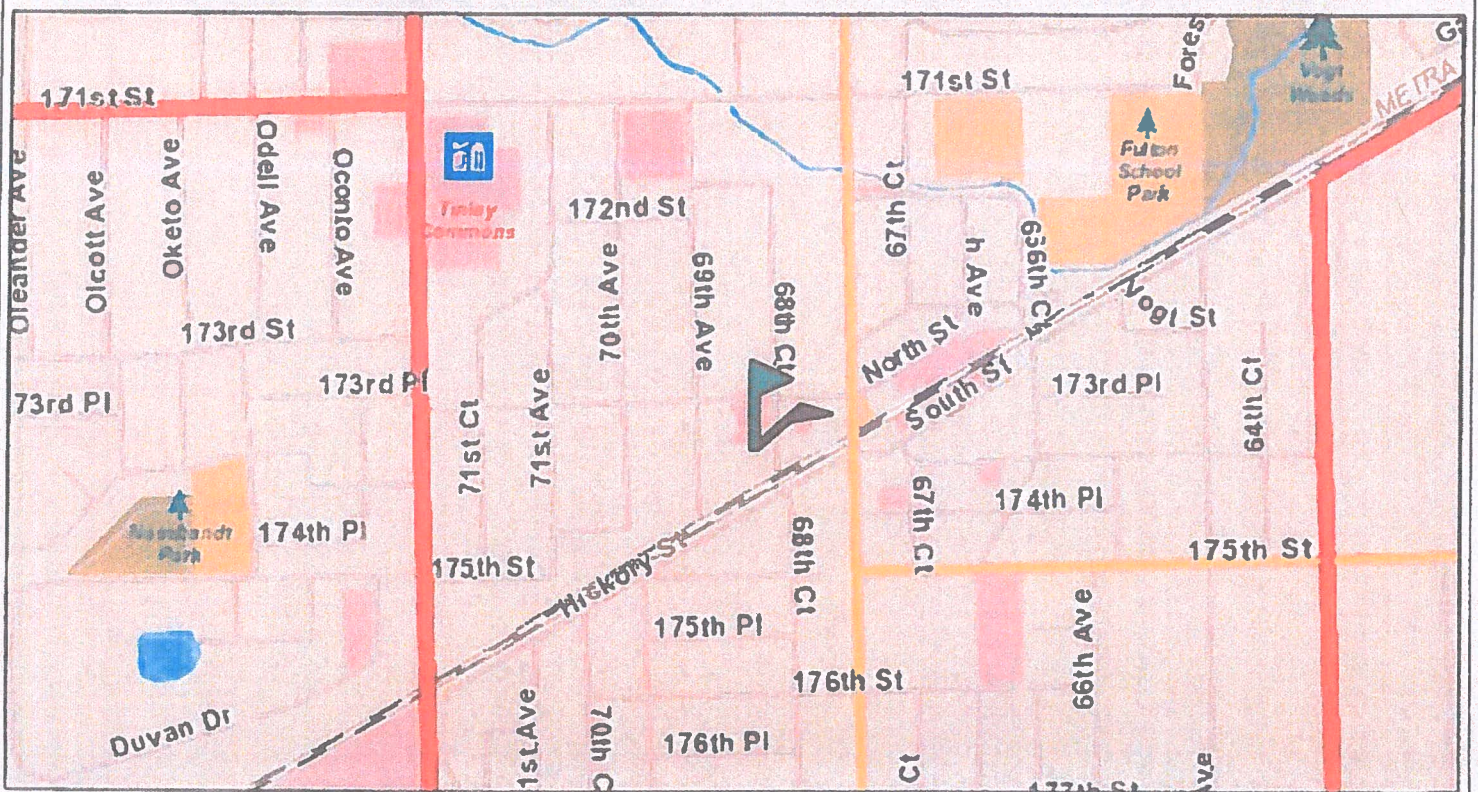
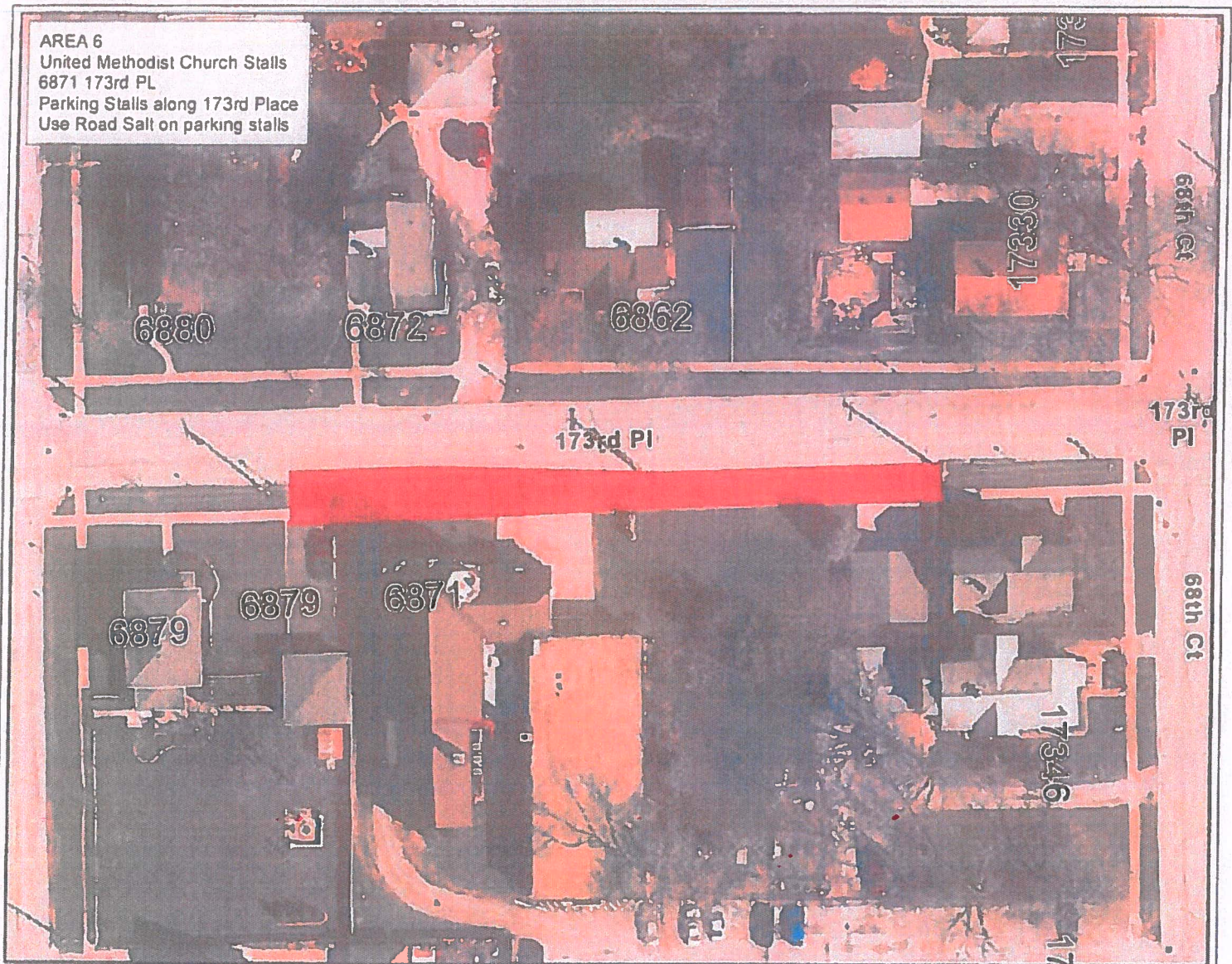
Use Road Salt Parking lot

Use Concrete safe salt for sidewalks and paver areas

24 hours a day operation



AREA 6
 United Methodist Church Stalls
 6871 173rd PL
 Parking Stalls along 173rd Place
 Use Road Salt on parking stalls



AREA 7

Village Hall

16250 Oak Park Av

Plow parking lot and salt with road salt

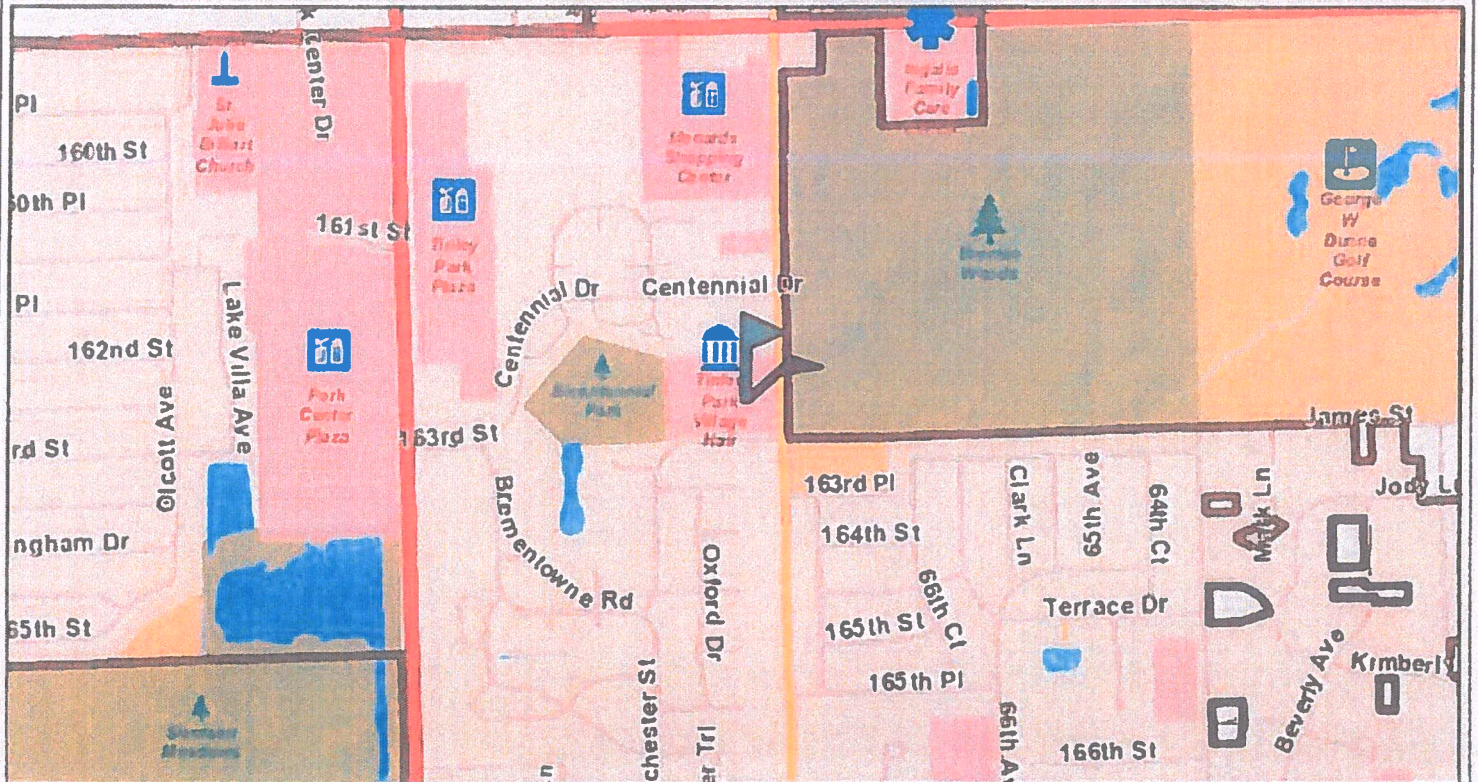
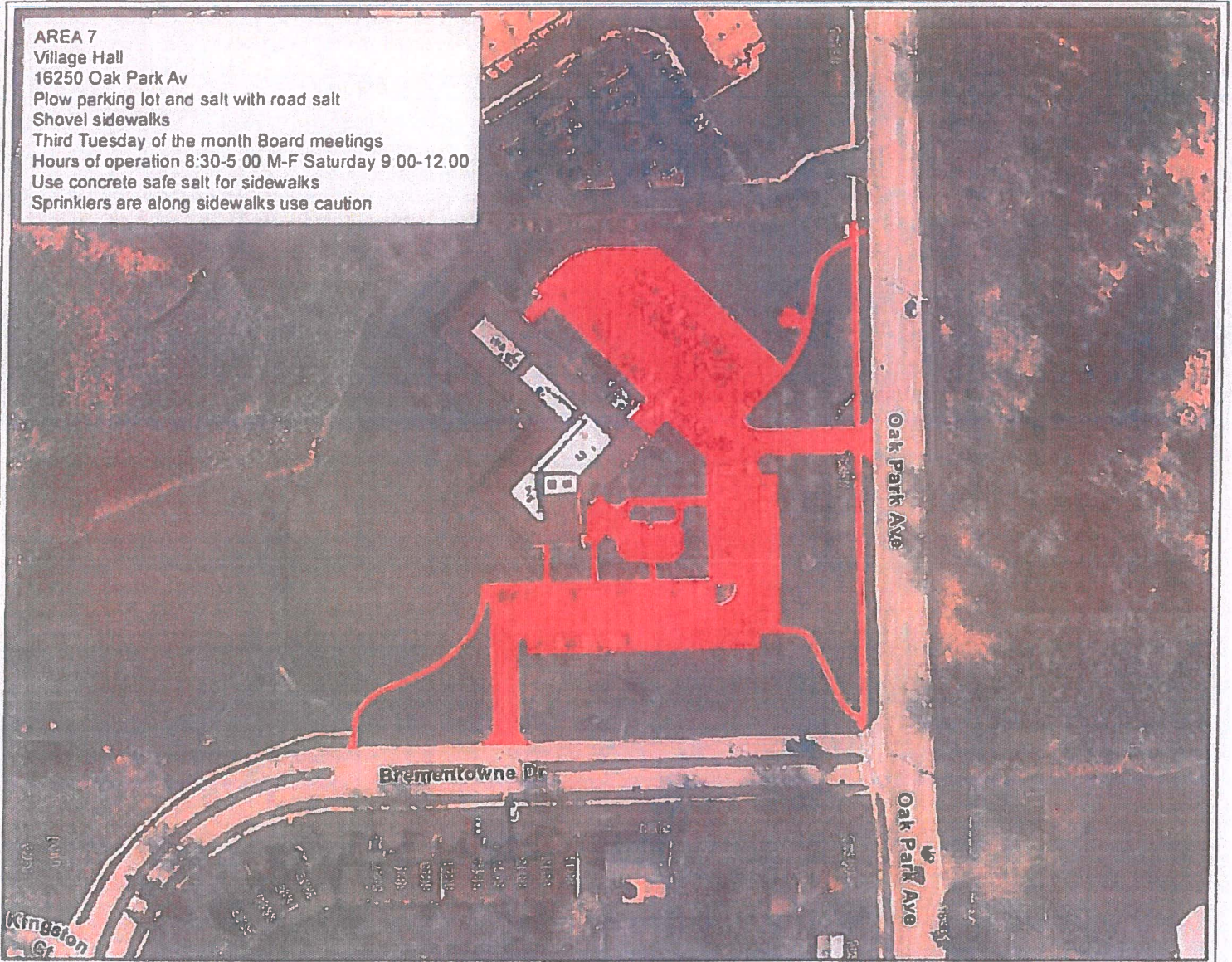
Shovel sidewalks

Third Tuesday of the month Board meetings

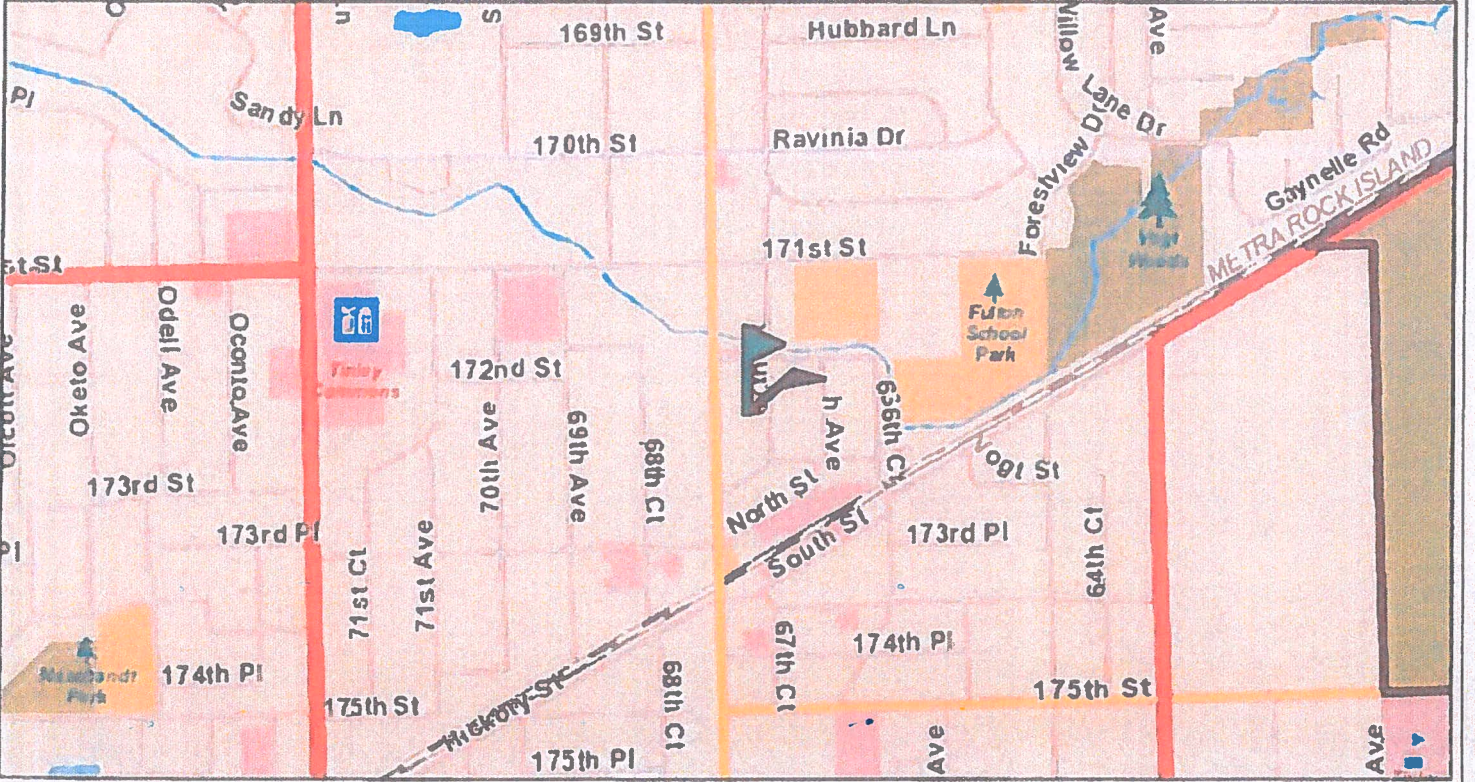
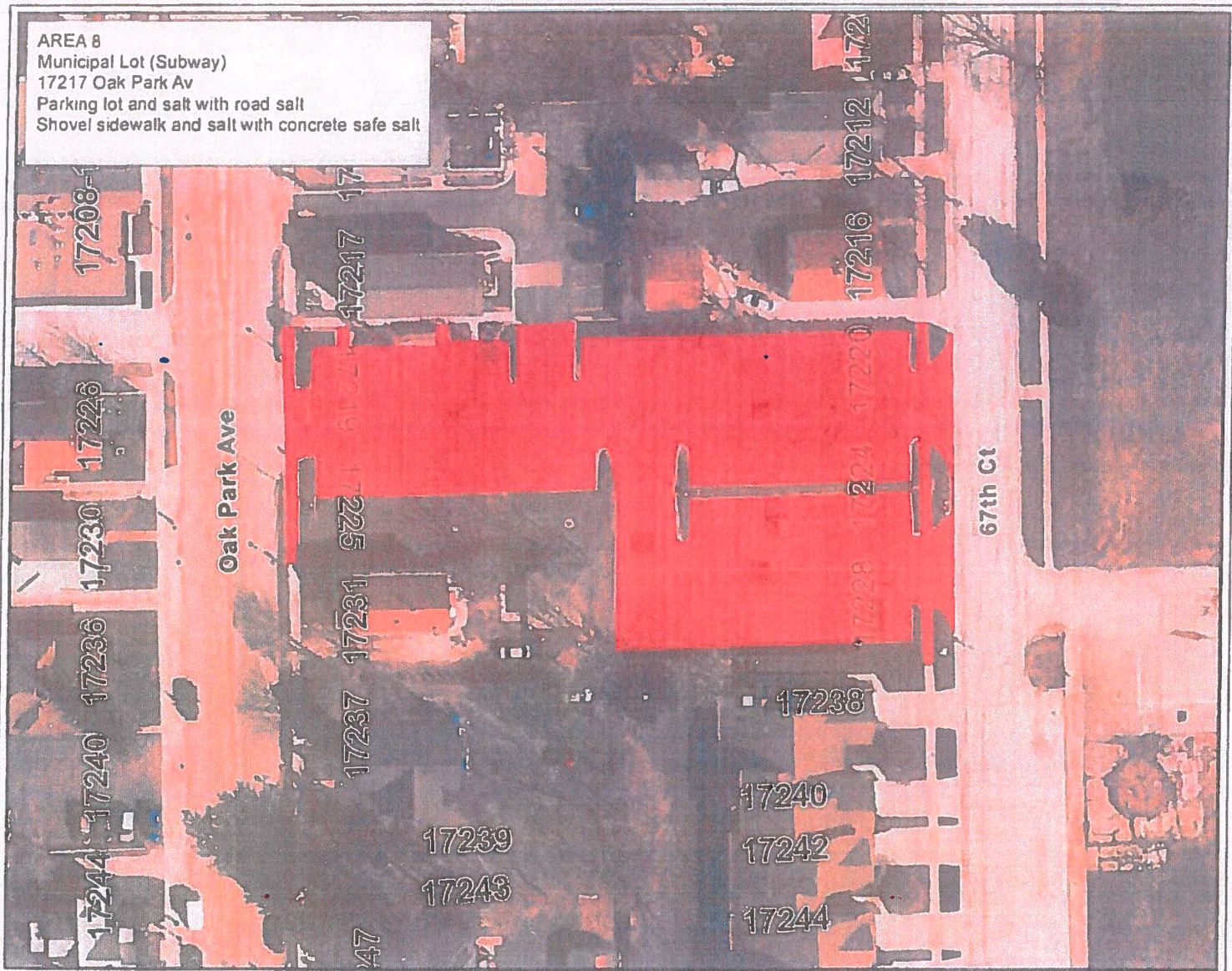
Hours of operation 8:30-5 00 M-F Saturday 9 00-12.00

Use concrete safe salt for sidewalks

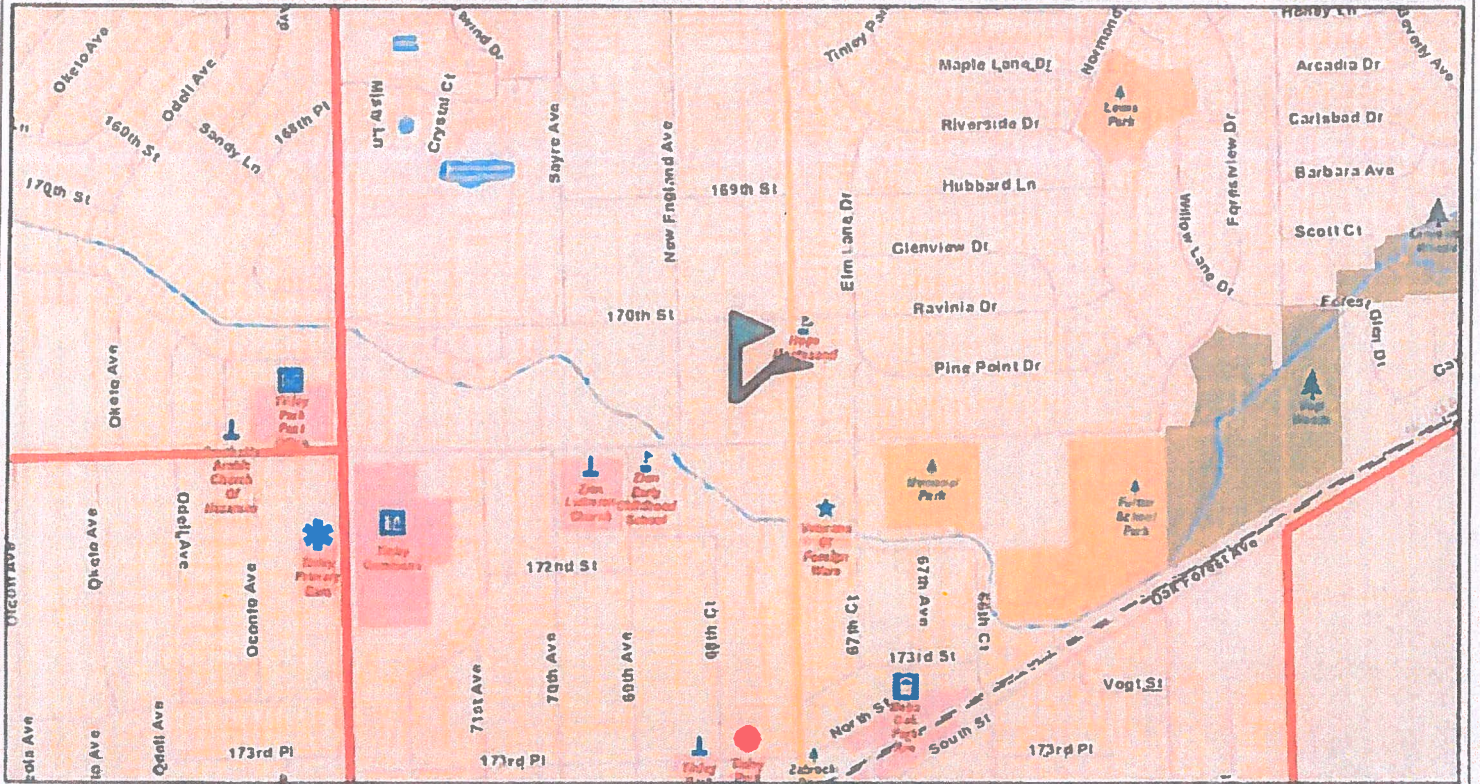
Sprinklers are along sidewalks use caution



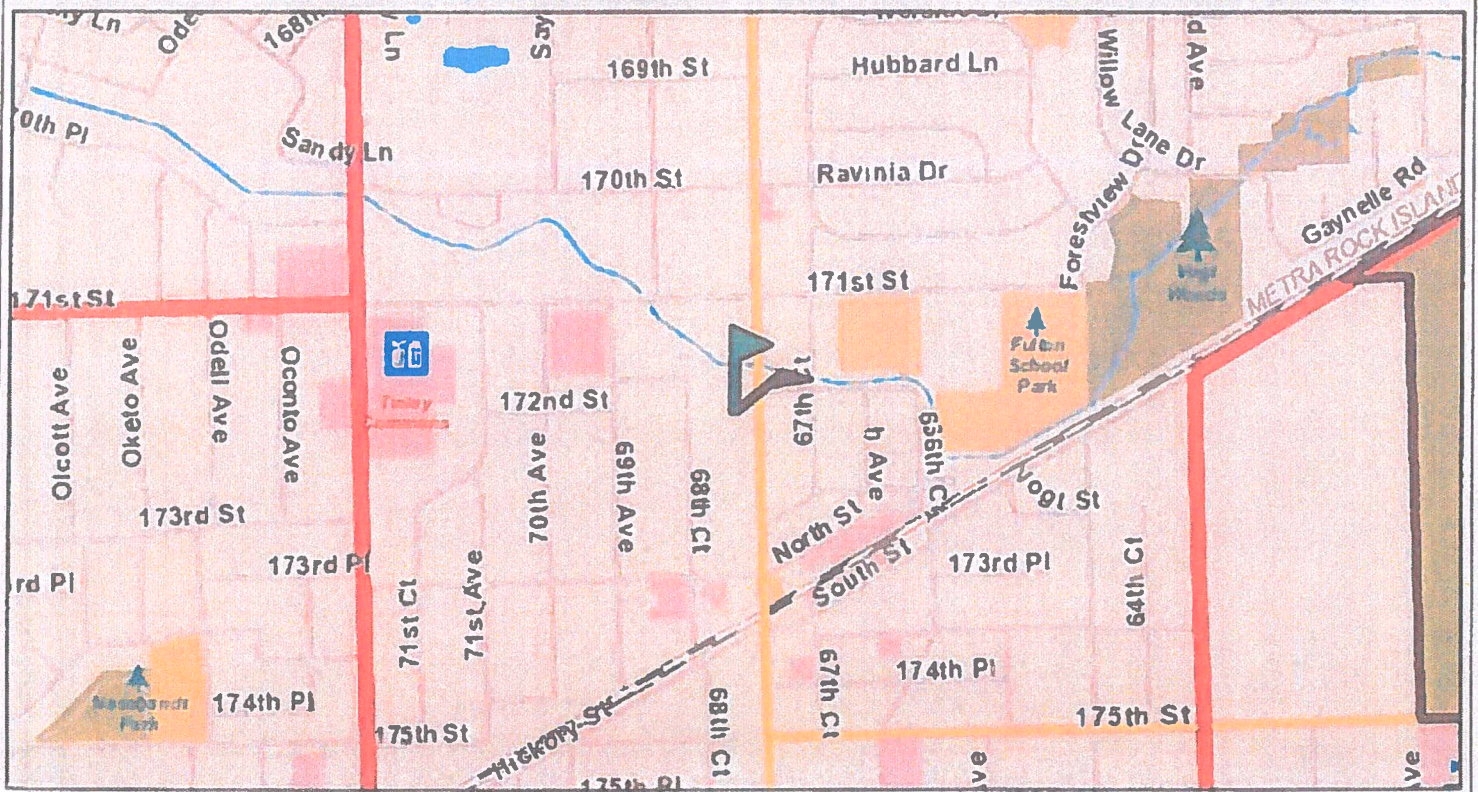
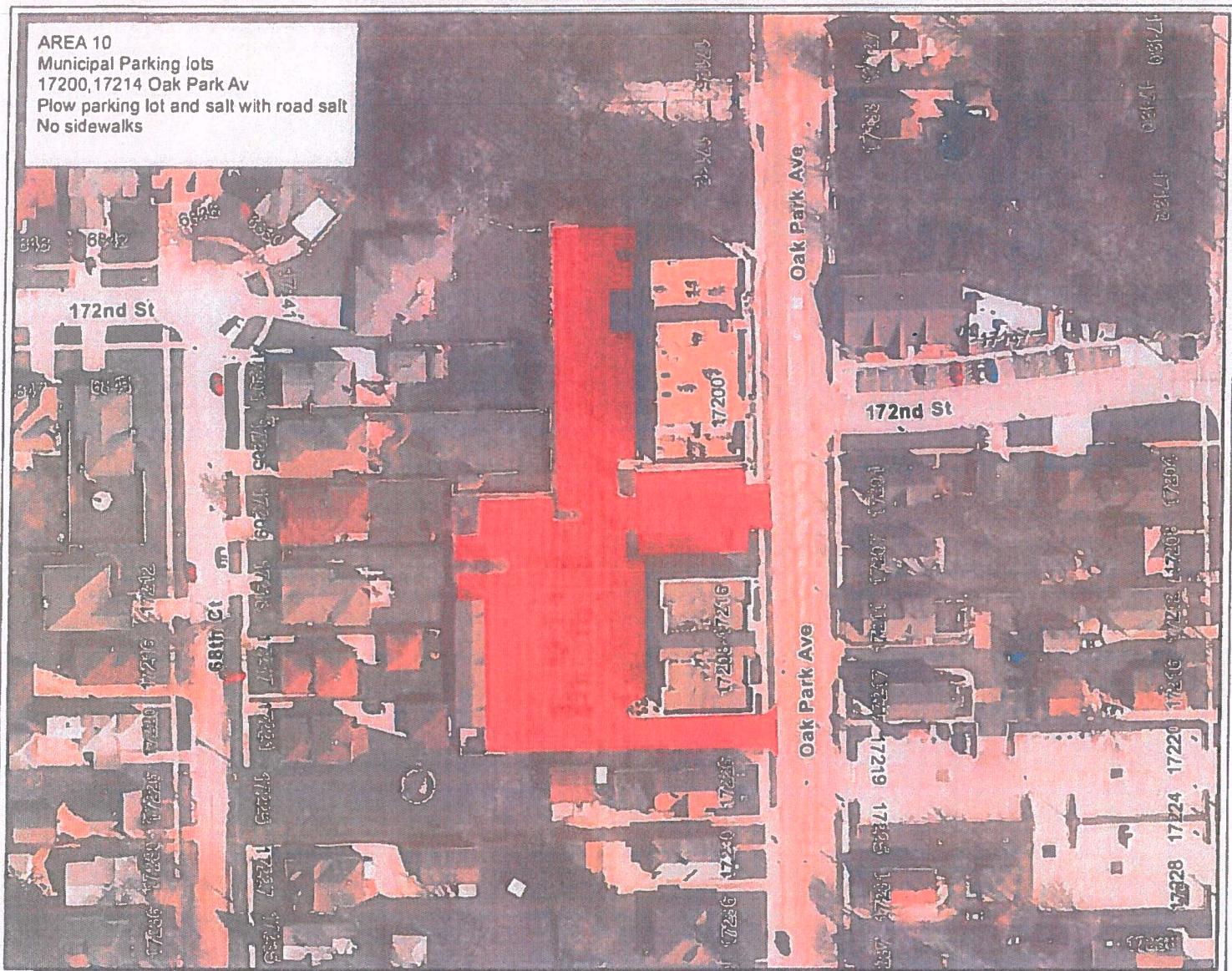
AREA 8
Municipal Lot (Subway)
17217 Oak Park Av
Parking lot and salt with road salt
Shovel sidewalk and salt with concrete safe salt



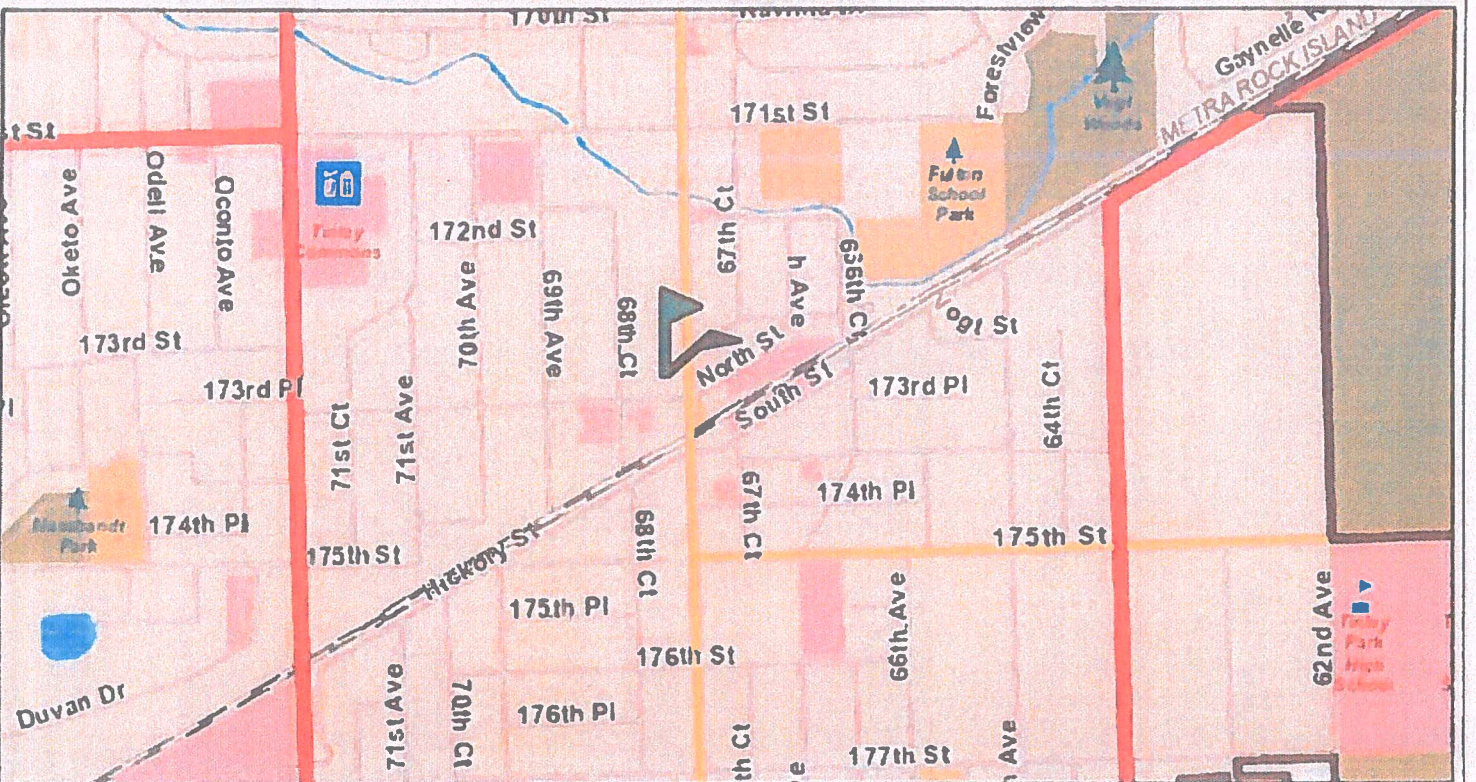
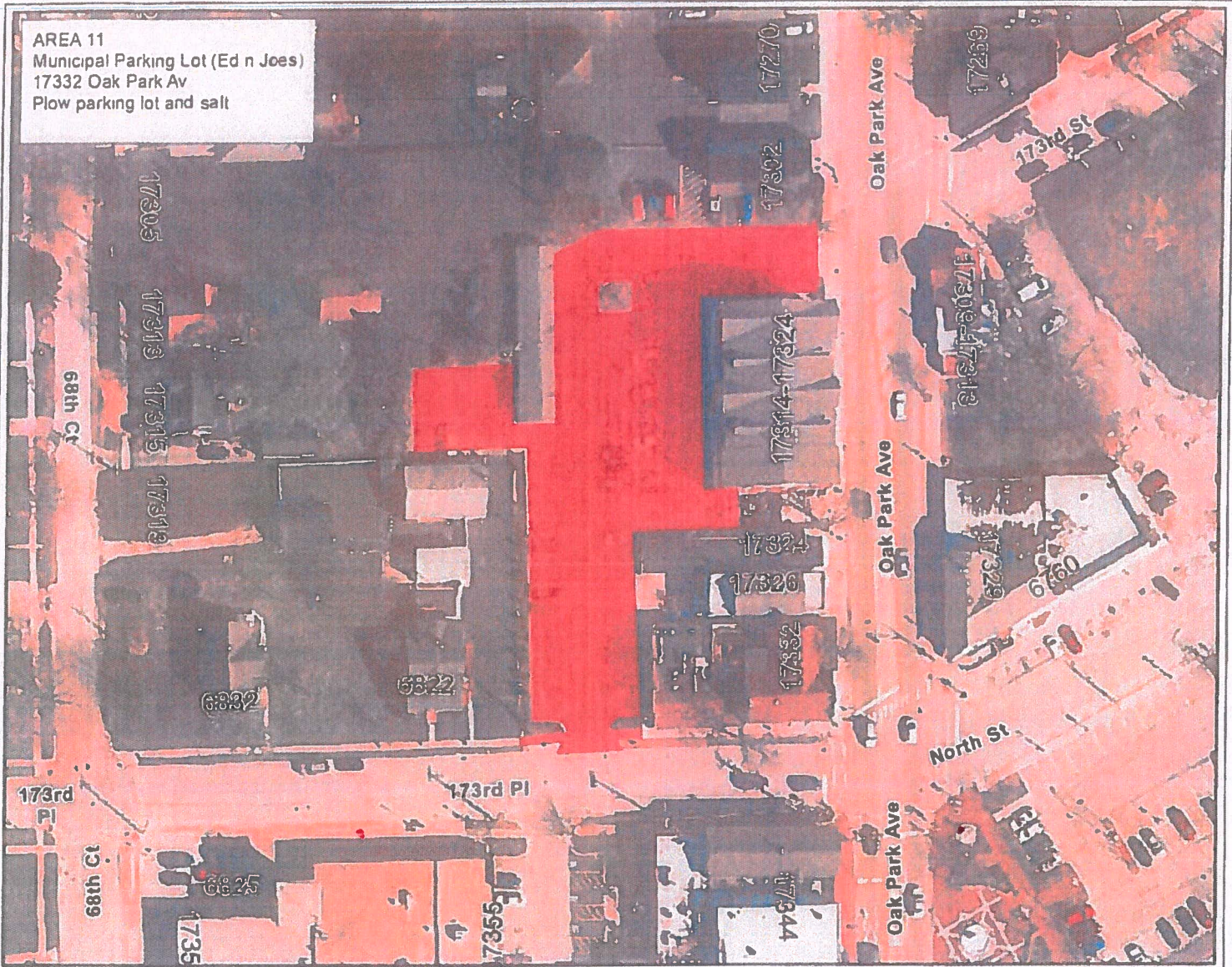
AREA 9
Municipal Parking lot (Bath and Kitchen)
17050 Oak Park Av
Plow parking lot and salt with road salt
No sidewalks



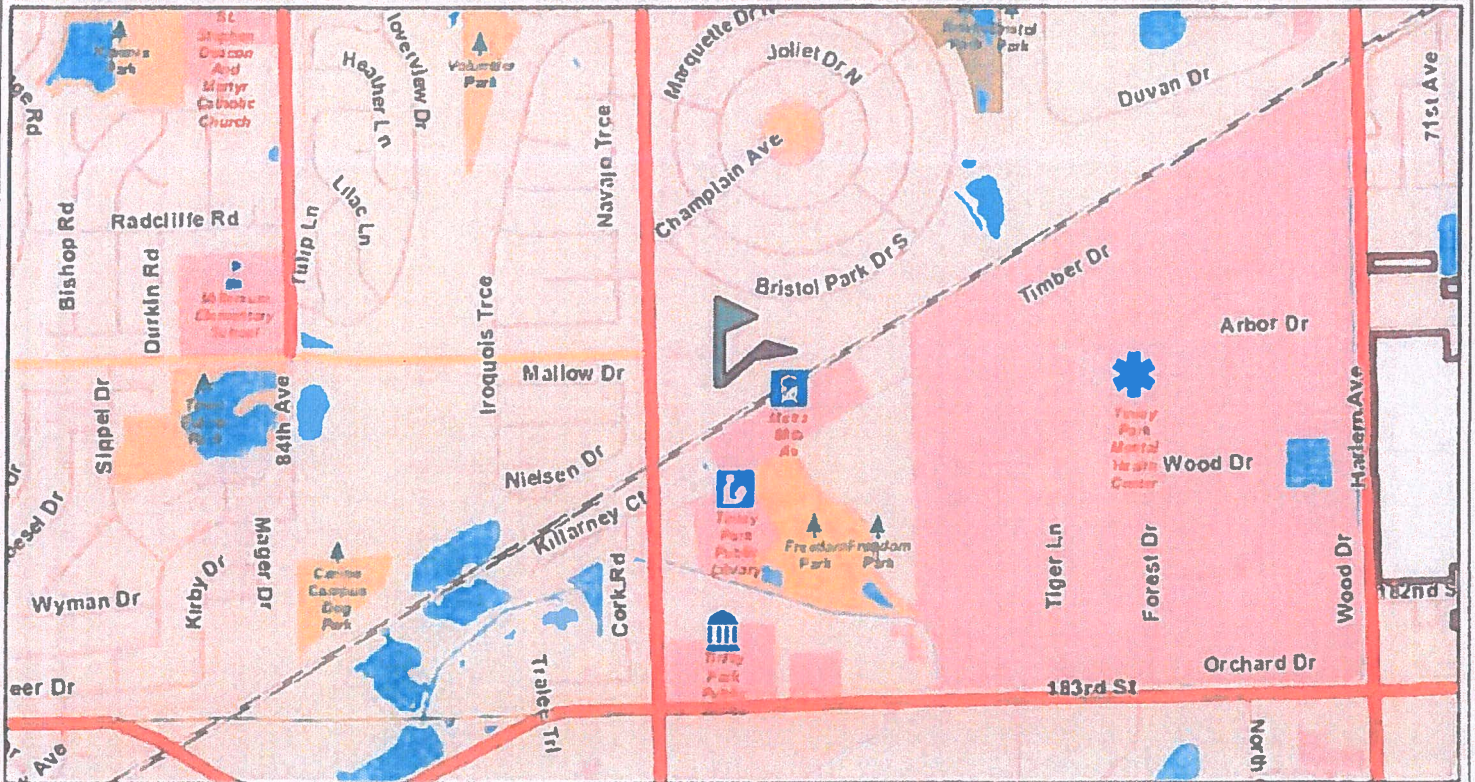
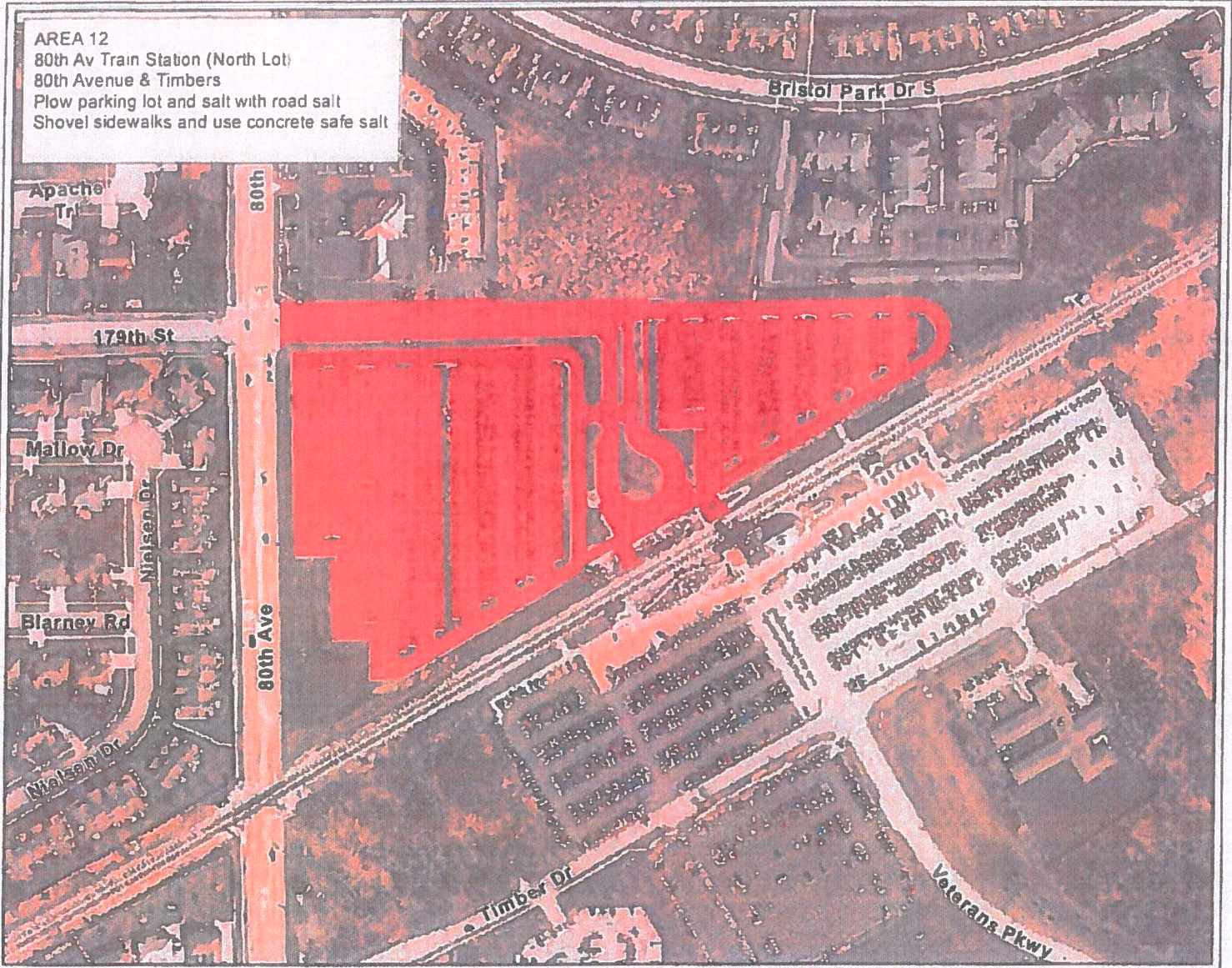
AREA 10
Municipal Parking lots
17200, 17214 Oak Park Av
Plow parking lot and salt with road salt
No sidewalks



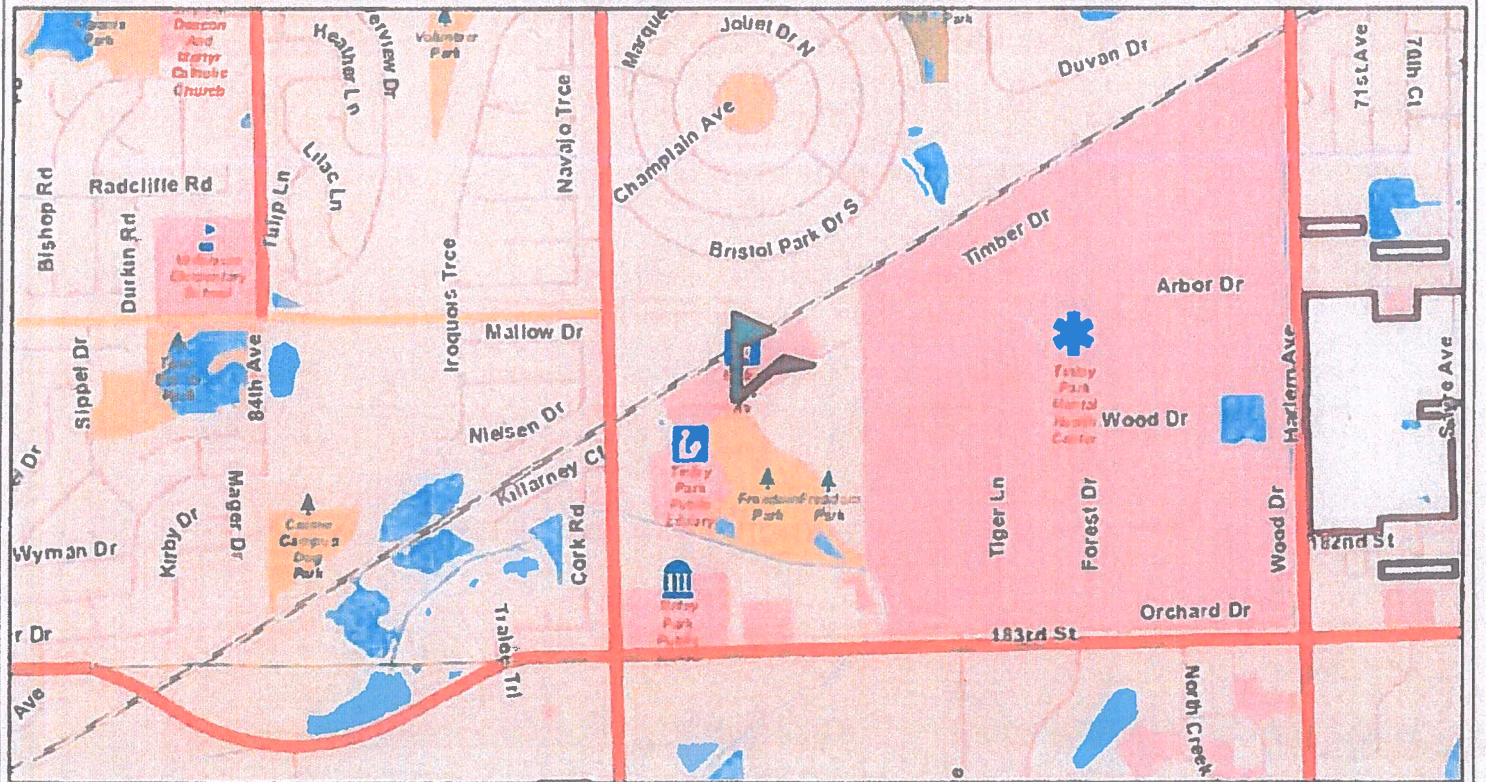
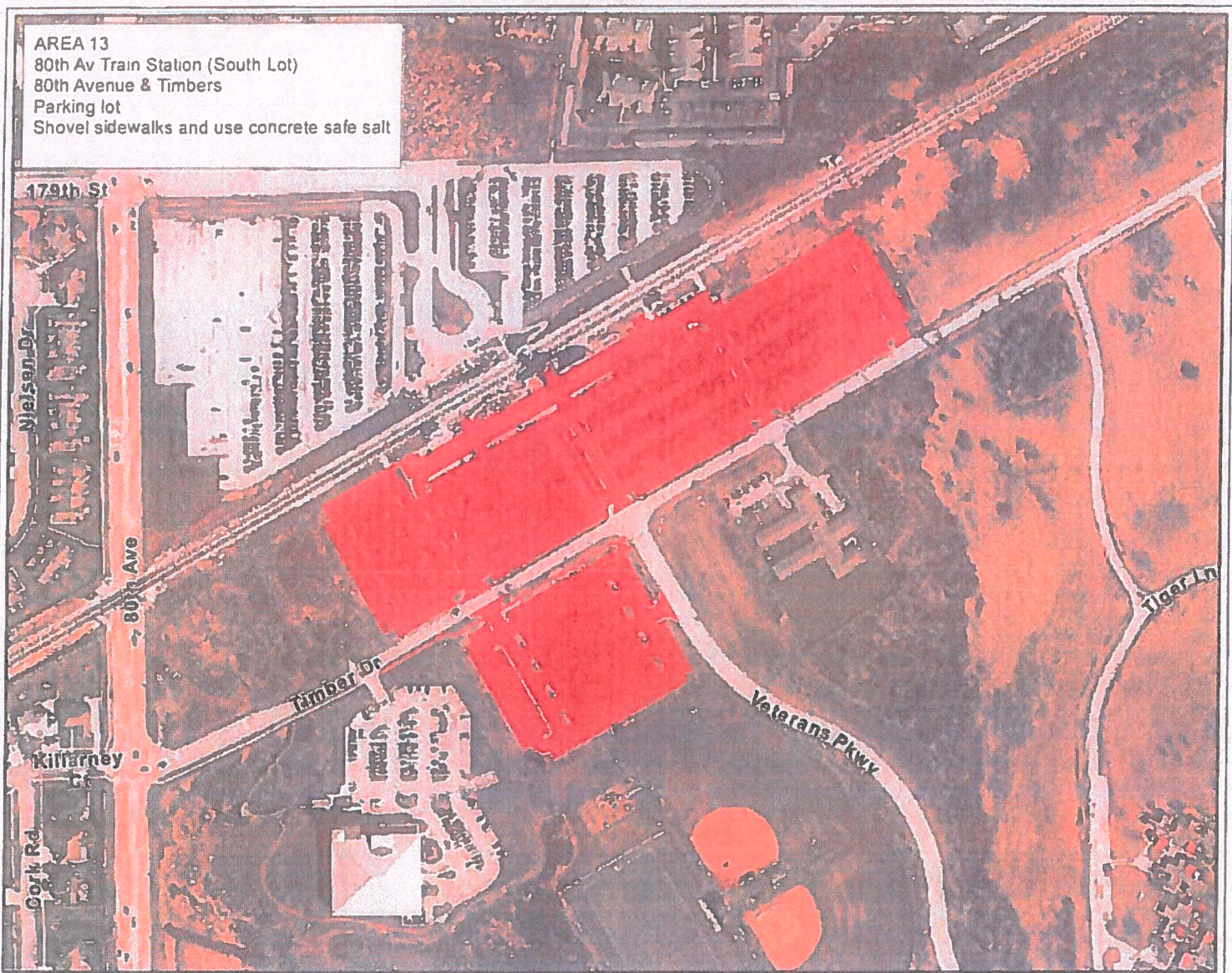
AREA 11
 Municipal Parking Lot (Ed n Joes)
 17332 Oak Park Av
 Plow parking lot and salt



AREA 12
 80th Av Train Station (North Lot)
 80th Avenue & Timbers
 Plow parking lot and salt with road salt
 Shovel sidewalks and use concrete safe salt



AREA 13
 80th Av Train Station (South Lot)
 80th Avenue & Timbers
 Parking lot
 Shovel sidewalks and use concrete safe salt



AREA 14

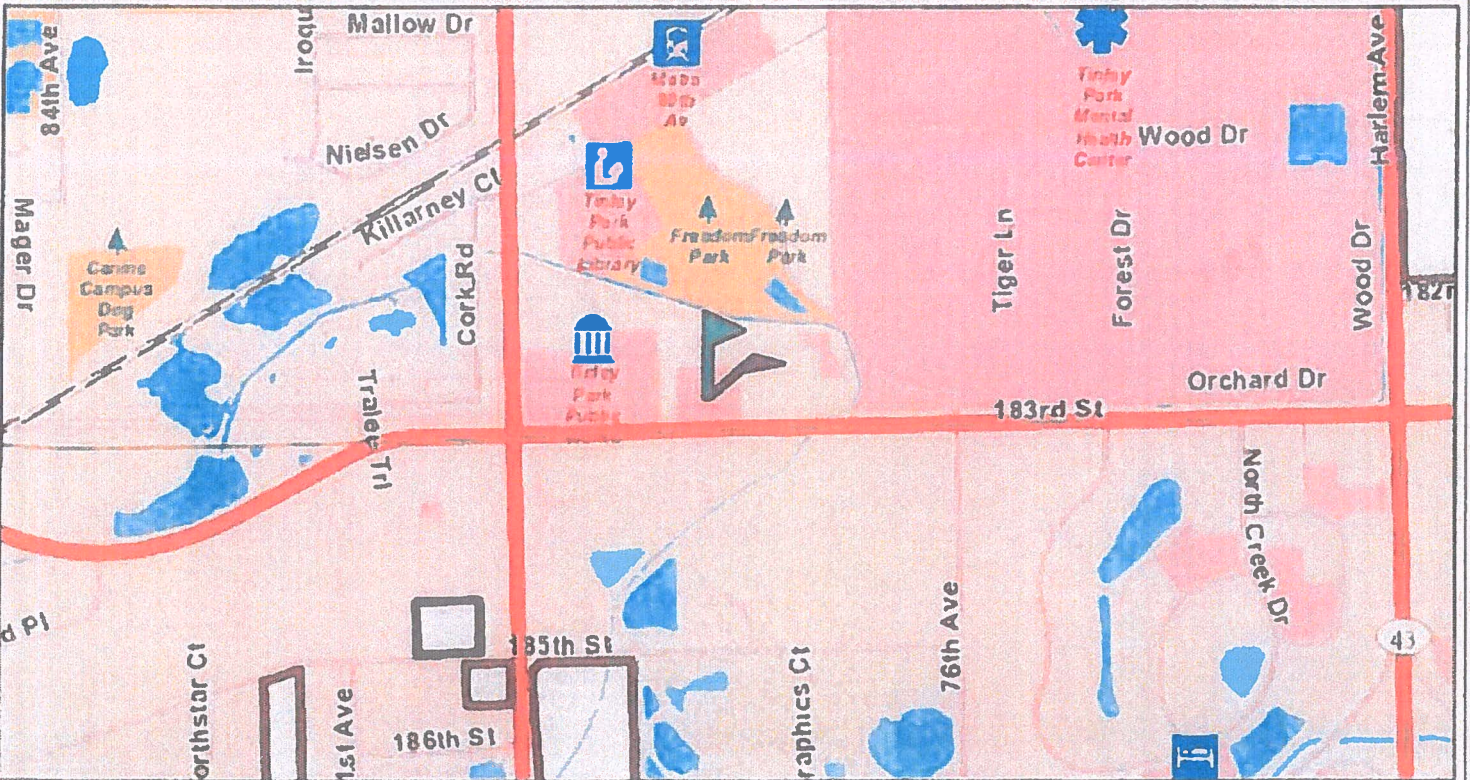
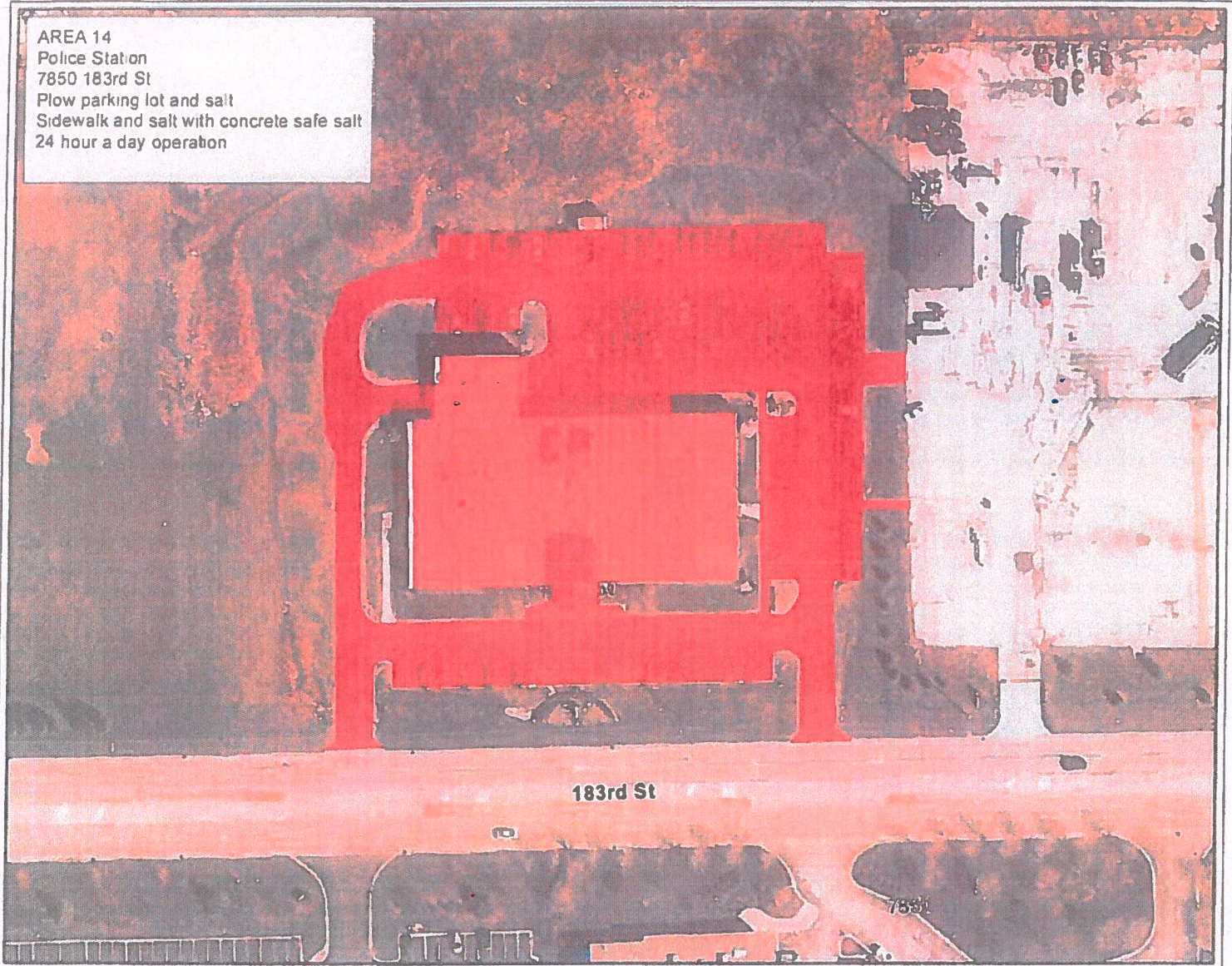
Police Station

7850 183rd St

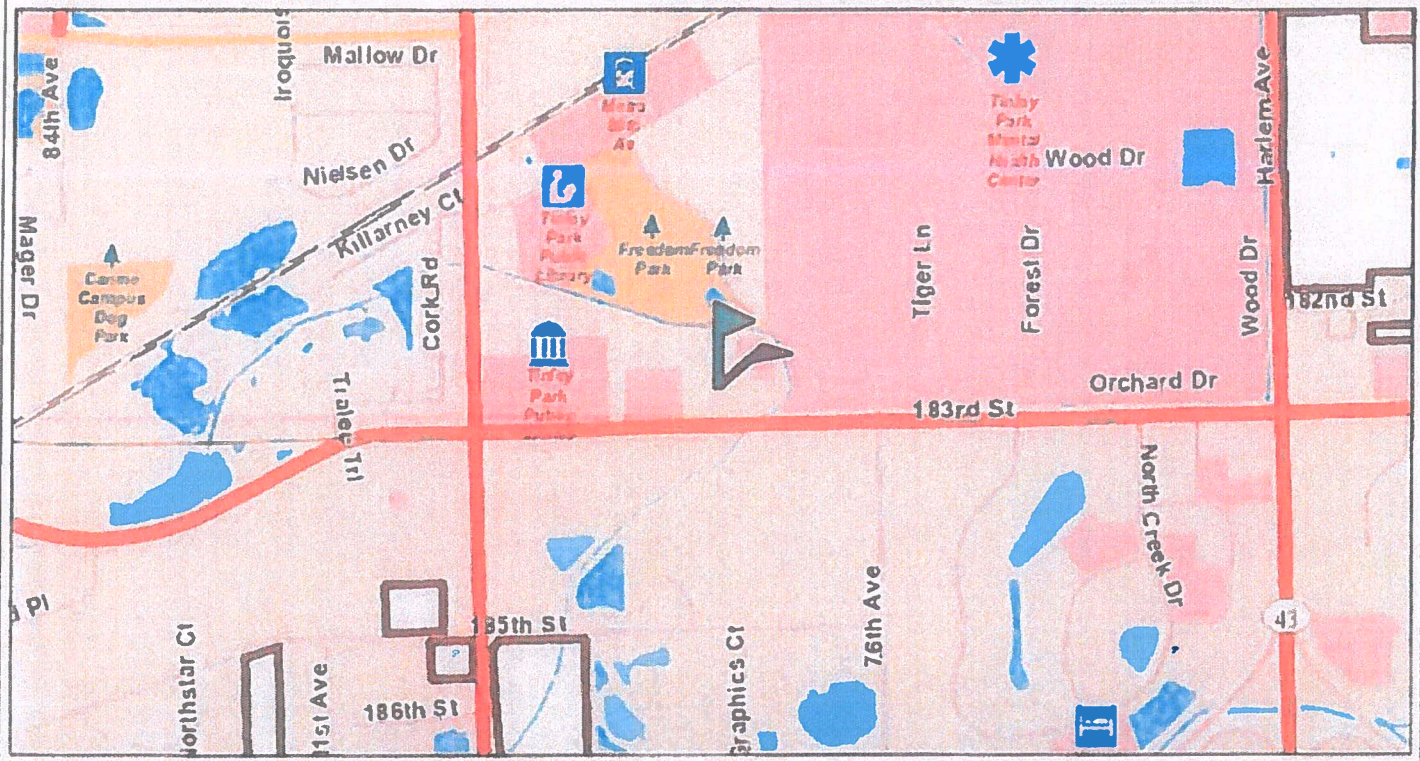
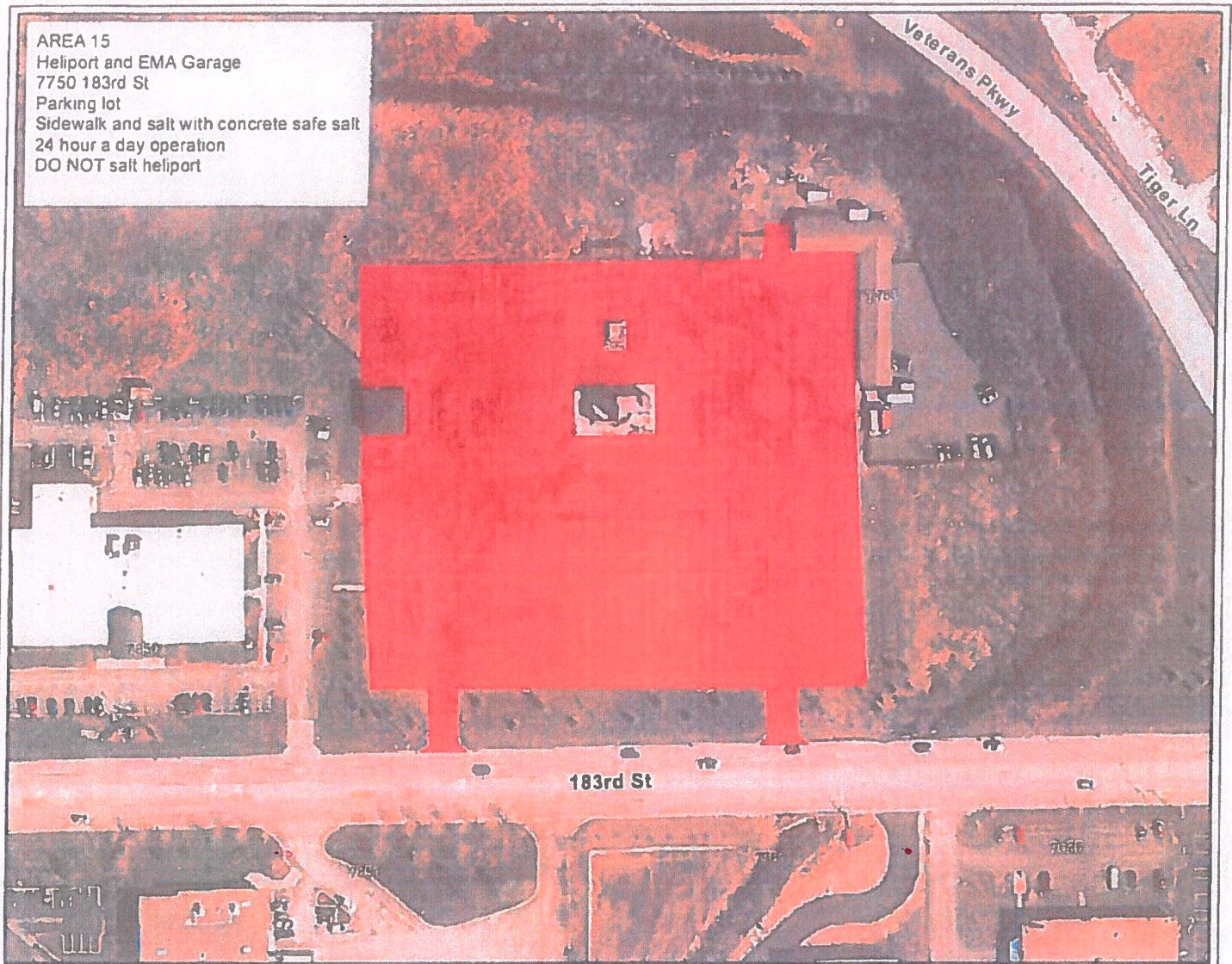
Plow parking lot and salt

Sidewalk and salt with concrete safe salt

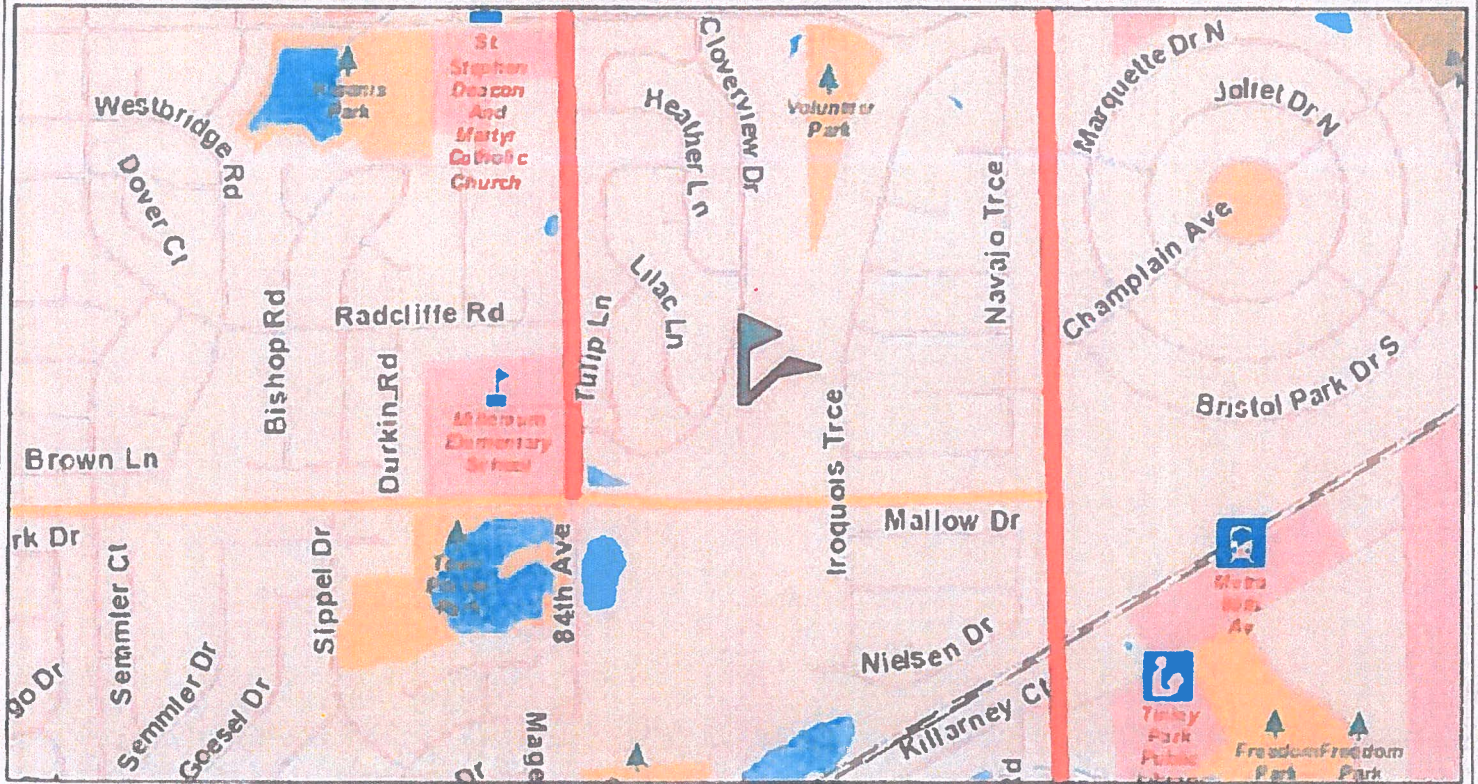
24 hour a day operation



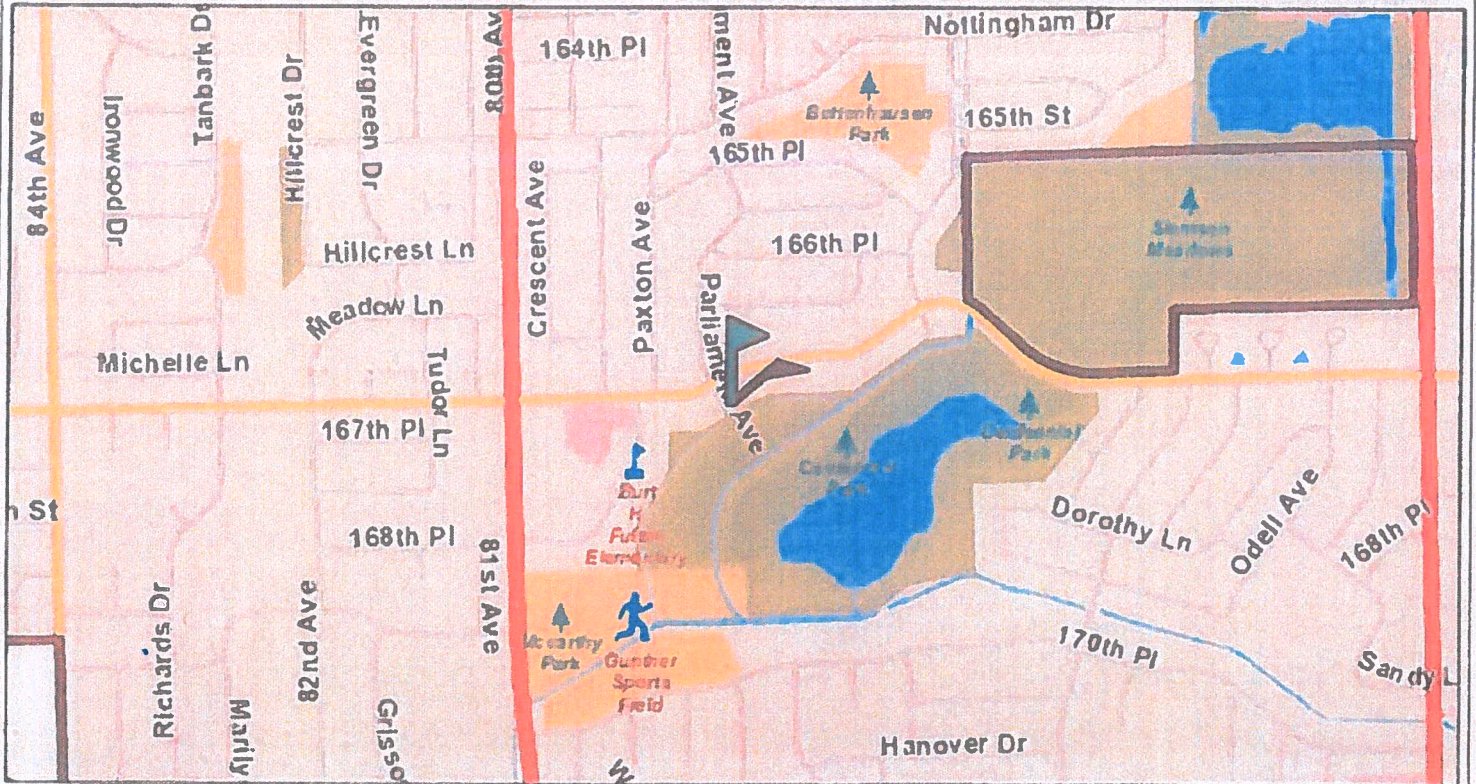
AREA 15
Heliport and EMA Garage
7750 183rd St
Parking lot
Sidewalk and salt with concrete safe salt
24 hour a day operation
DO NOT salt heliport



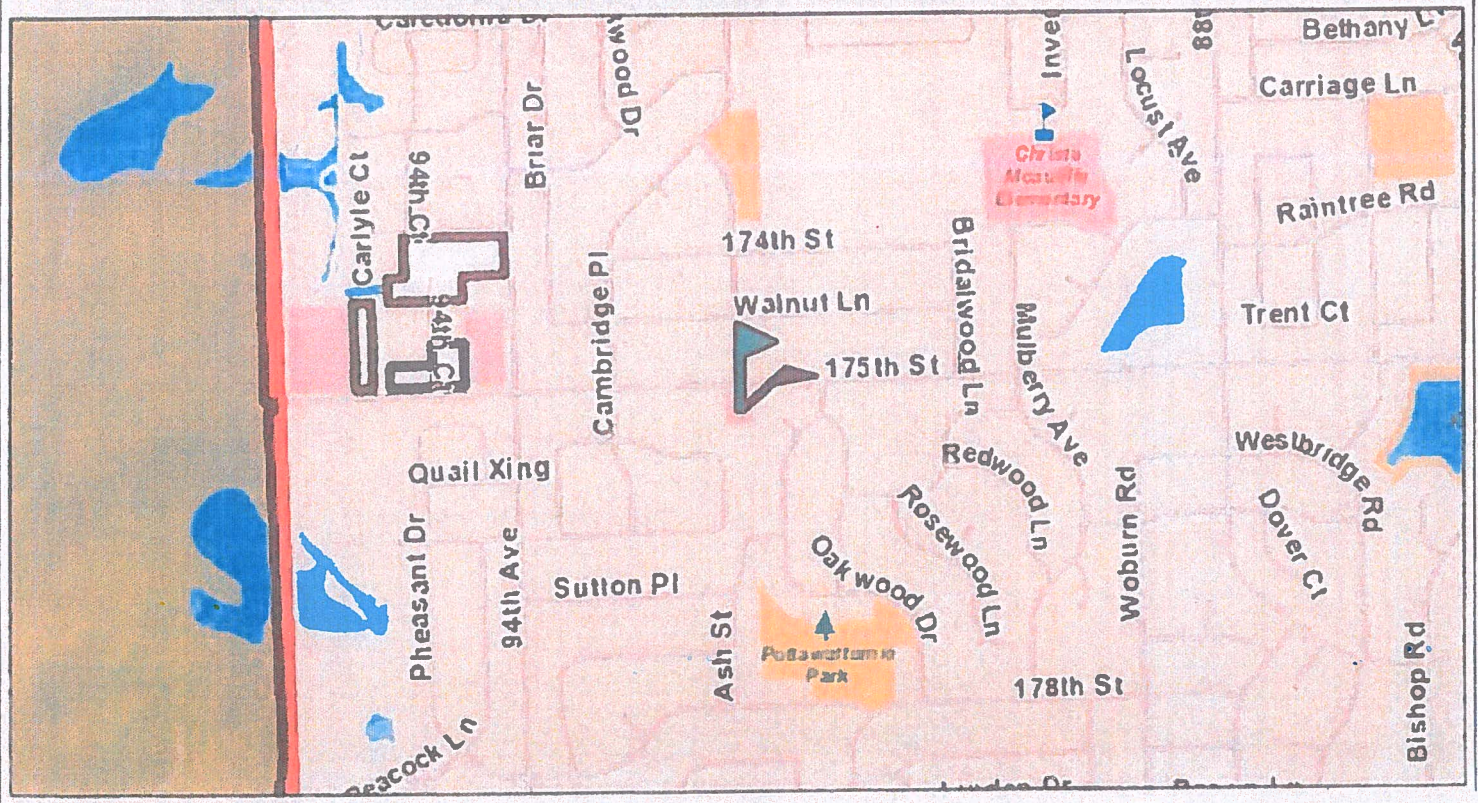
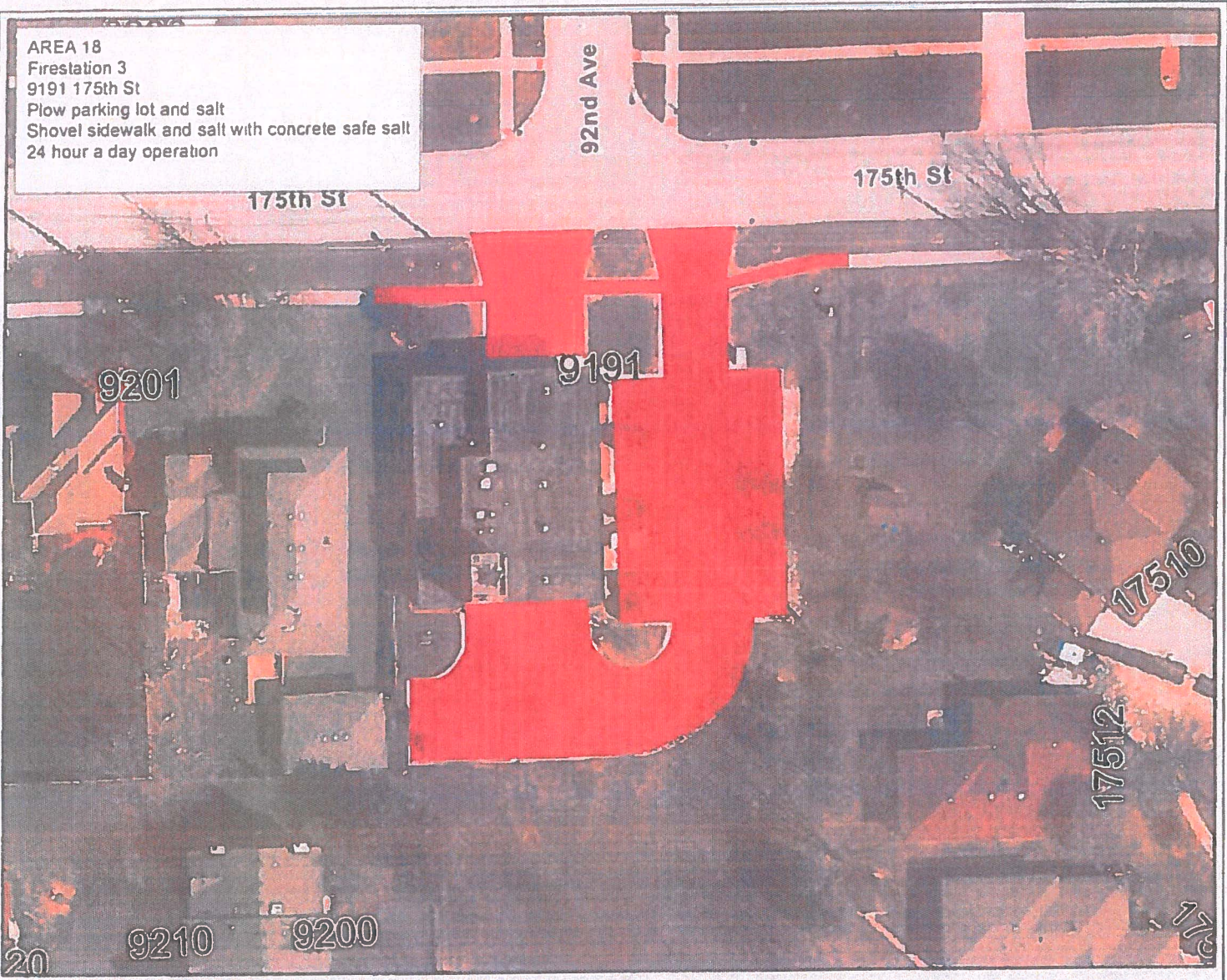
AREA 16
Post 11-Elevated water tank off of Cloverview Ln
17807 Cloverview Ln (North of Address)
Parking Lot



AREA 17
 Firestation 2
 7805 167th St
 Plow parking lot and salt
 Shovel sidewalk and salt with concrete safe salt
 24 hour a day operation



AREA 18
Firestation 3
9191 175th St
Plow parking lot and salt
Shovel sidewalk and salt with concrete safe salt
24 hour a day operation



AREA 19

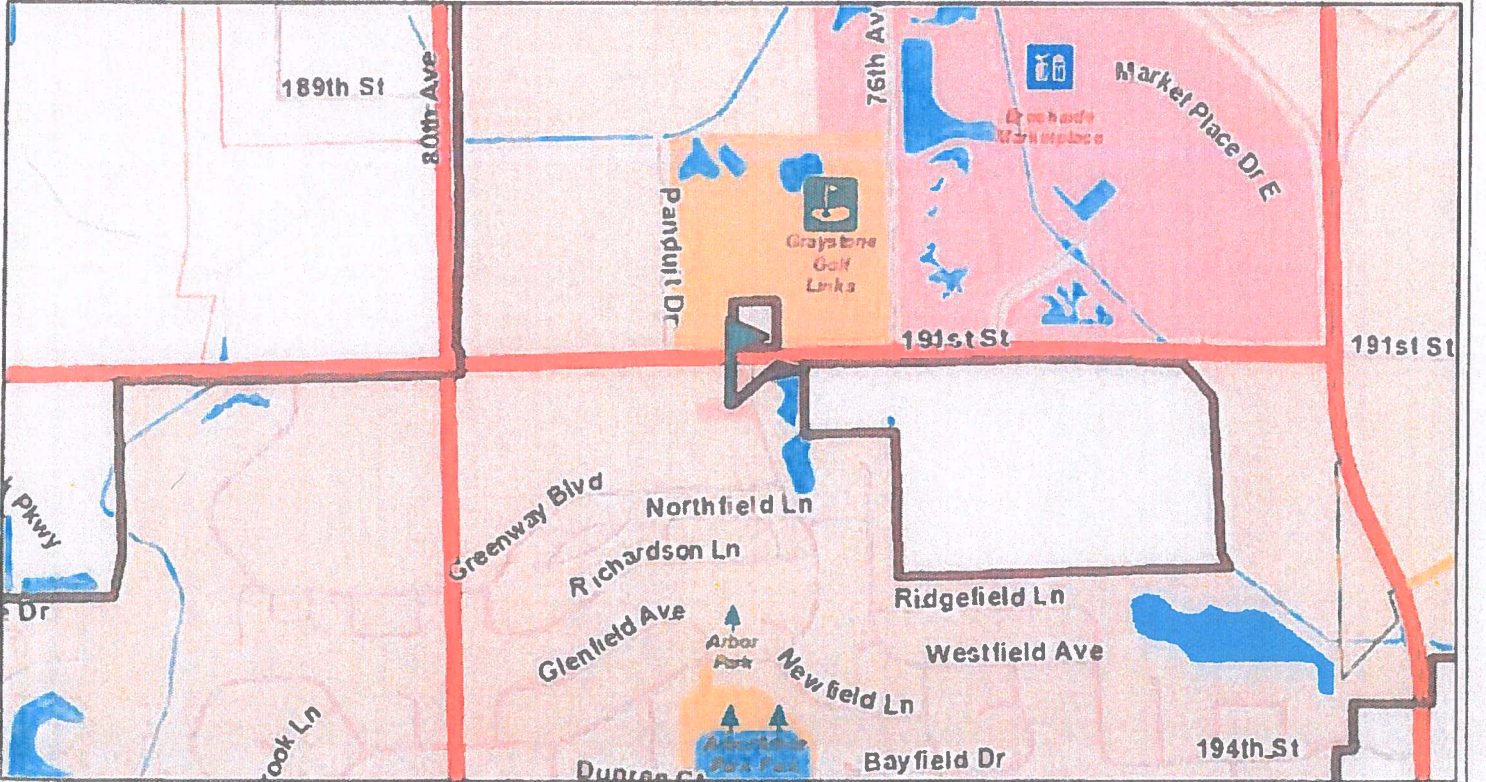
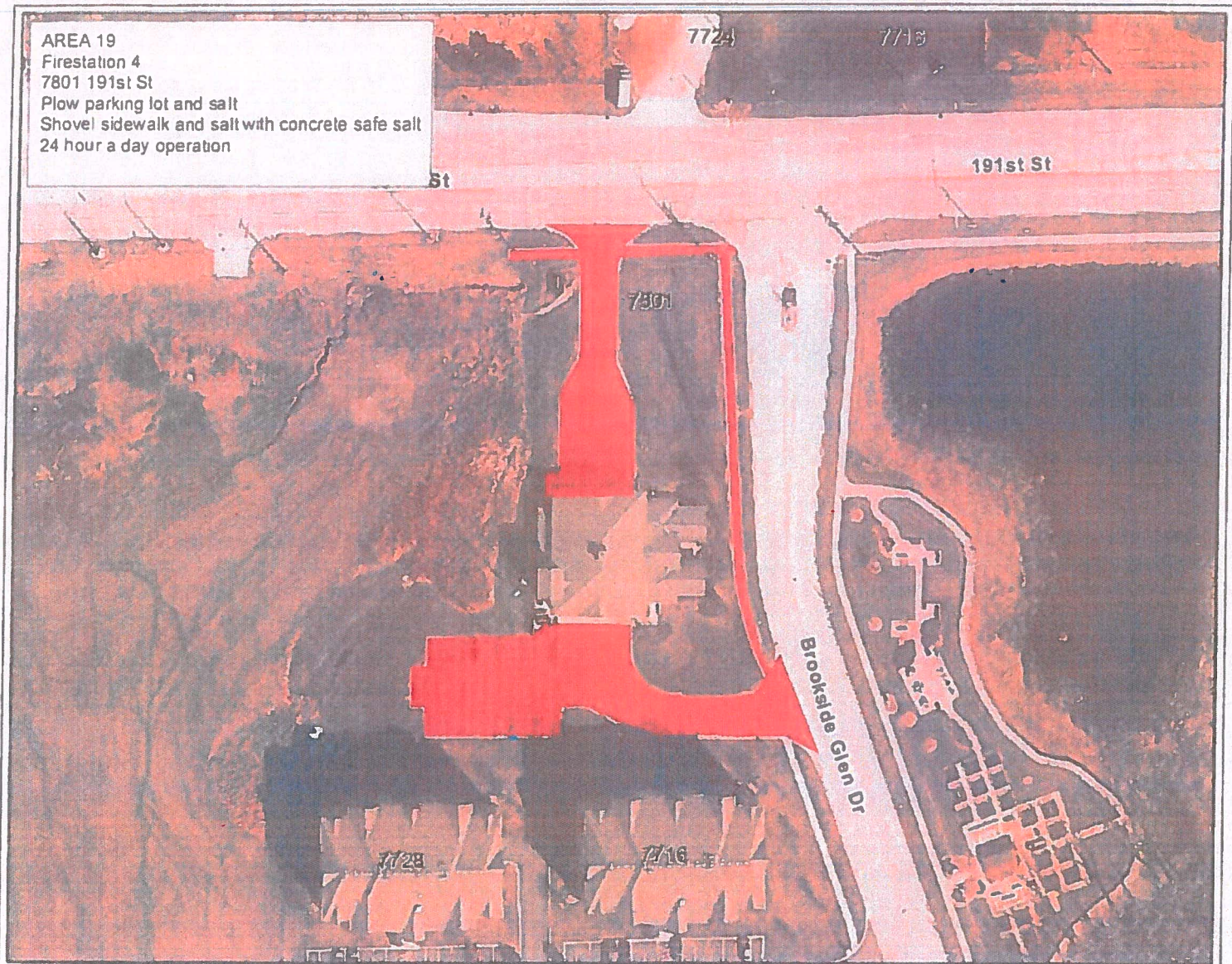
Firestation 4

7801 191st St

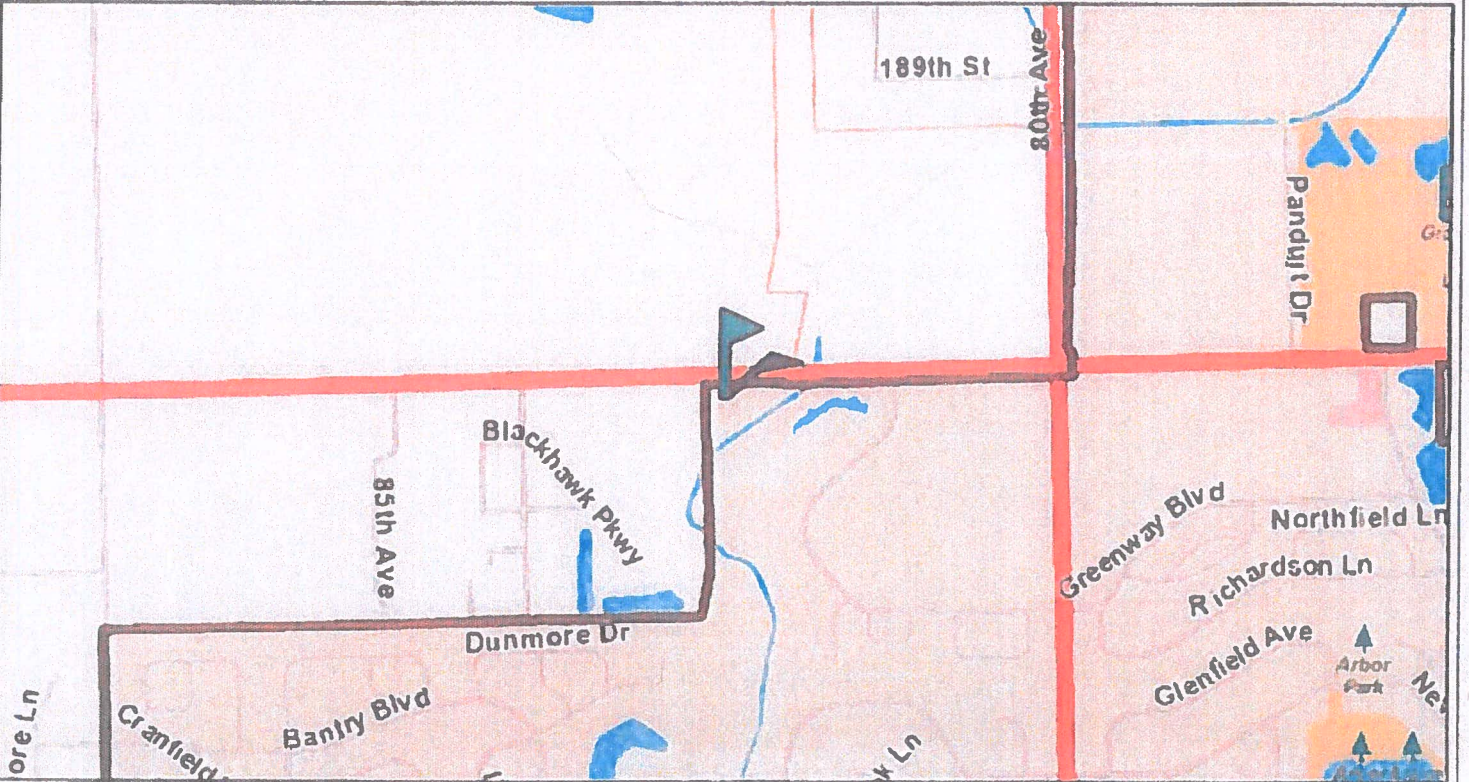
Plow parking lot and salt

Shovel sidewalk and salt with concrete safe salt

24 hour a day operation



AREA 20
PAWS
8301 191st St
Plow parking lot and salt
Shovel sidewalk and salt with UREA



AREA 21
Tinley Creek Bridge
Next to 17200 Oak Park Ave
Shovel sidewalk

17132

Oak Park Ave

17133

1



Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

