

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and JJ Newell Concrete Contractors (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 one hundred and forty one thousand and /100 Dollars (\$141,000.00). Within **seven (7)** 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 authorized personnel of the Village. 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. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
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, 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 work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
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 work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. 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 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.

**IF THIS IS PREVAILING WAGE WORK:**

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://labor.illinois.gov/>. 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.

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.

J&J Newell Concrete  
Name of Contractor (please print)  
President  
Title

Victoria A. Quill  
Submitted by (signature)

**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.

J&J Newell Concrete  
Name of Contractor (please print)  
President  
Title

Victoria A. Quill  
Submitted by (signature)

**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.

J&J Newell Concrete  
Name of Contractor (please print)  
President  
Title

Victoria A. Quill  
Submitted by (signature)

**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.

J&J Newell Concrete Contr. Inc.      [Signature]  
Name of Contractor (please print)      Submitted by (signature)

Resident  
Title

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

The undersigned hereby certifies that:

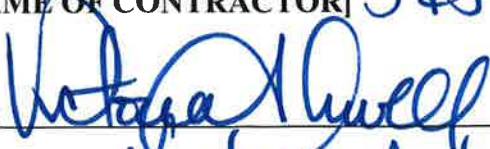
- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which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

J&J Newell Concrete Contr. Inc.      [Signature]  
Name of Contractor (please print)      Submitted by (signature)

Resident  
Title

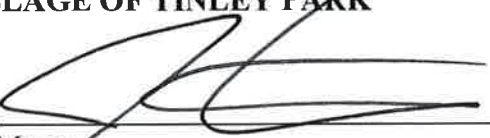
[NAME OF CONTRACTOR] J & J Newell Concrete

BY:  \_\_\_\_\_  
Date

Printed Name: Victoria A. Newell


Title: President

**VILLAGE OF TINLEY PARK**

BY:  \_\_\_\_\_  
Date 10-17-17

Mayor  
(required if Contract is \$10,000 or more)

ATTEST:

 \_\_\_\_\_  
Date 10-17-17

Village Clerk  
(required if Contract is \$10,000 or more)

**VILLAGE OF TINLEY PARK**

BY:  \_\_\_\_\_  
Date 10-20-17

Village Manager

**Exhibit A**  
**SCOPE OF SERVICES**



**VILLAGE OF TINLEY PARK**  
**CONCRETE FLATWORK AND CURB PROGRAM**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016; the latest editions of the "Supplemental Specifications and Interim Special Provisions" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Manual of Test Procedures for Materials" in effect on the date of the invitation for bids; the Division I General Requirements and Covenants; and the Division II Technical Specifications which apply to and govern the proposed improvement in Cook and Will Counties, and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

However, in all cases, the Division I General Requirements and Covenants of the specifications shall take precedence over the Division 100 General Requirements and Covenants of the Standard Specifications for Road and Bridge Construction and shall govern.

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**SCOPE OF WORK**

This project shall consist of the removal and replacement of concrete sidewalk, curb and gutter, and driveways throughout the Village of Tinley Park. The preliminary locations for the 2016 Program are listed at the end of these Special Provisions. If the annual renewal option is exercised by the Village, the locations will be discussed at the subsequent preconstruction meetings.

This contract shall also cover installation of new sidewalk in various locations through the Village of Tinley Park. Most of this installation will be in established neighborhoods.

The maximum width for landscaping restoration shall be 1 foot on each side of the excavation unless otherwise agreed to by the Village or Authorized Representative. If, in the opinion of the Village or Authorized Representative, more surface area than necessary has been damaged, it shall be restored by the Contractor as specified herein without additional compensation.

All sidewalk construction/replacement shall be done with a minimum form size of 2 inches by 6 inches.

All aggregate base under new sidewalk installations shall be 4 inches of Aggregate Base Course Type B which shall be paid for as such. All aggregate base under removal and replacement sidewalk shall be 4 inches of Aggregate Base Course Type B, which shall be included in the PORTLAND CEMENT CONCRETE SIDEWALK, [SPECIFIED THICKNESS], SPECIAL pay item.

Any irrigation systems, brick pavers, decorative rock, special corner landscaping, mailboxes, etc., within the ROW disturbed during construction will be the Contractors responsibility to repair and shall be included in the unit price for the various sidewalk pay items.

Topsoil and sod shall be installed once the concrete improvements are cured.

If sod cannot be placed behind the curbs and sidewalks once the concrete is poured and cured because it is outside the planting limitations approved by IDOT, topsoil must be placed in these gaps to within 4 inches of final grade within 14 days of the concrete being poured. If this topsoil is not placed the Contractor will be charged \$500 per day after day 14 in liquidated damages. In addition, if the Village has to undertake this work, the Contractor will be responsible for the cost to the Village to procure the work and this amount will be withheld from any amount due the

Contractor by the Village. Particular attention should be paid to intersections/corners because of expected pedestrian traffic.

The quantities called for in this contract indicate the approximate amount of work to be expected. The actual amounts for the various items may vary depending upon actual field conditions. The Village reserves the right to reduce or increase the scope of project quantities and to delete entire line items. It shall be understood and agreed upon that the unit prices for these items shall prevail throughout the period of the contract and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities including, but not limited to, decreases due to the deletion of an entire location/section of the improvement. No increase in unit price will be allowed if method of construction changes due to decreased quantity.

#### **DURATION OF PROPOSAL**

This proposal shall be in full force until the 2016 Program is completed with the option for the Village to add **May 1, 2017 through April 30, 2018** and **May 1, 2018 through April 30, 2019** at the same unit prices as the first year. 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 to cancel and terminate the same at any time by giving the Contractor 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 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.

It is the intent at the time of this bid for the Village to retain a contractor for the 2016 Program with two one-year extension options.

#### **COMPLETION SCHEDULE**

The concrete and paving work under this contract shall be completed by October 31<sup>st</sup>, 2016. The landscape restoration work under this contract shall be completed by November 15<sup>th</sup>, 2016. If the annual renewal option is exercised in subsequent years, the completion date will be October 31<sup>st</sup> of the appropriate calendar year for concrete and paving work and November 15<sup>th</sup> of the appropriate calendar year for landscape restoration work.

In addition to the above calendar day restrictions, the Contractor will need to coordinate the start date with Ms. Kelly Mulqueeny, Street Superintendent for Tinley Park at (708) 444-5520. The Contractor will also be required to provide to the Village of Tinley Park a construction schedule at the preconstruction meeting that shows the work staging. This schedule must be approved by the Village or Authorized Representative before any work can begin. Any changes or modifications to the approved schedule will need to be coordinated with the Village or Authorized Representative.

Penalties for both the completion date and the additional restrictions shall be assessed at the rate of \$1,000 per calendar day.

#### **TRACKING OF QUANTITIES**

During the course of the contract, the Contractor shall maintain a list of each location for which work was performed along with the individual quantities and cost breakdown for each location. This tracking will help ensure that the funding allotment is not exceeded during the work. It is the responsibility of the Contractor to ensure his work does not exceed the funding limits established by the Village.

#### **WAGE RATES**

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 "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

