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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois  
Will County, Illinois**

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**RESOLUTION  
NO. 2018-R-086**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND ZENERE TRUCKING AND EXCAVATING FOR FISCAL YEAR 2019 FOR SNOW AND  
ICE REMOVAL IN THE CUL-DE-SACS IN THE VILLAGE OF TINLEY PARK**

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**JACOB C. VANDENBERG, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO  
BRIAN H. YOUNKER  
CYNTHIA A. BERG  
WILLIAM P. BRADY  
MICHAEL W. GLOTZ  
JOHN A. CURRAN  
Board of Trustees**

**RESOLUTION NO. 2018-R-086**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ZENERE TRUCKING AND EXCAVATING FOR FISCAL YEAR 2019 FOR SNOW AND ICE REMOVAL IN THE CUL-DE-SACS IN THE VILLAGE OF TINLEY PARK**

**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 considered entering into an Agreement with Zenere Trucking and Excavating, a true and correct copy of such Agreement 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 Agreement 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement 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 Agreement.

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

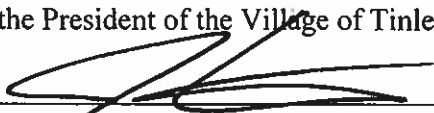
**ADOPTED** this 16th day of October, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Pannitto, Berg, Brady, Glotz, Curran

**NAYS:** None

**ABSENT:** Younker

**APPROVED** this 16th day of October, 2018, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President

**ATTEST:**  
  
\_\_\_\_\_  
Village Clerk

# **EXHIBIT 1**

## **ZENERE TRUCKING AND EXCAVATING AGREEMENT**

## 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 Zenere Trucking and Excavating (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 Two hundred and fifty five thousand seven hundred thirty five and /100 Dollars (\$225,000.00). 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.

ROY ZENBERG TRUCKING & EXCAV.      Joe E. Kul  
Name of Contractor (please print)      Submitted by (signature)

ACCOUNT 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.

ROY ZENBERG TRUCKING & EXCAV.      Joe E. Kul  
Name of Contractor (please print)      Submitted by (signature)

ACCOUNT 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.

ROY ZENBERG TRUCKING & EXCAVATING      Joe E. Kul  
Name of Contractor (please print)      Submitted by (signature)

ACCOUNT 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.

ROY ZENDE TRUCKING & EXCAVATING [Signature]

Name of Contractor (please print)

Submitted by (signature)

ACCOUNT 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)

ROY ZENDE TRUCKING & EXCAVATING [Signature]

Name of Contractor (please print)

Submitted by (signature)

ACCOUNT MANAGER

Title

**[NAME OF CONTRACTOR]**

BY: Scott Knittle

11/2/18  
Date

Printed Name: SCOTT KNITTLE

Title: ACCOUNT MANAGER

**VILLAGE OF TINLEY PARK**

BY: [Signature]  
Mayor  
*(required if Contract is \$10,000 or more)*

10-16-18  
Date

**ATTEST:**

[Signature]  
Village Clerk  
*(required if Contract is \$10,000 or more)*

10-16-18  
Date

**VILLAGE OF TINLEY PARK**

BY: [Signature]  
Village Manager

10-19-18  
Date

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

**Village of Tinley Park**  
**Cul-De-Sac Snow Removal**  
**Scope**

**Specifications and Prosecution of Work**

No work shall be performed unless a callout is issued to the contractor by the Village.

**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 cul-de-sacs.

**Problem Statement**

During snow removal operations, full-time staff priorities are to remove snow from residential streets, downtown parking lots and sidewalks around Village owned properties. Cul-de-sacs are done on a lower priority basis. It is the intention of the Village to improve services to cul-de-sacs by selecting a qualified contractor to remove the snow, by sections, from 252 cul-de-sacs/eyebrows located throughout the Village (see attachment A).

It is the intent of the Village to retain a contractor on-call from **November 15, 2017 through April 30, 2018** 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 cul-de-sacs at all times.

**Project Scope**

The contractor will provide, at a minimum, the following:

- Remove snow on all cul-de-sacs listed in Attachment A. The term "cul-de-sac" is defined as the "throat" or straight portion of the dead-end street as well as the "bubble" or round portion of the street.
- List the hourly cost for removal of snow for full routes. There could be one or more routes we will need covered. Attachment B
- Perform any and all additional work, as requested by the Street Superintendent or designated staff, for the unit cost indicated on the Proposal Sheet.

**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 have two-way radios in that portion of his fleet serving the needs of this proposal. In addition, the supervisor's vehicle shall be equipped with a cellular telephone. 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 in supervisor's vehicle.

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.

### **Insurance Requirements:**

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.

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregates shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

**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 B). 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 of the Director of Public Works**

All work shall be done under the supervision of the Director of Public Works, or designated representative. He shall decide 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 Public Works Director, the Public Works Director 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.

### **Right of the Village to Terminate the Contract**

Should the contractor fail to meet the quality standards of the Specifications or fail to perform any provisions of the contract, or fail to proceed at a satisfactory rate of progress or within cost limits satisfactory to the Village, the Village, after seven (7) days written notice to the contractor, may, without prejudice to any other remedy, make good the deficiencies resulting from faulty workmanship and may deduct the cost thereof from the payment then and thereafter due to the contractor, and/or terminate the contract.

### **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 cul-de-sacs. 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 cul-de-sacs, 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 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 or fire hydrants.
- D. For a snowfall in **excess of two (2") inches but less than six inches (6")**, 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 cul-de-sac 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 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 cul-de-sac 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 shall be noted in the appropriate space on the form.
- J. Village staff will be clearing the streets adjacent to the cul-de-sacs at the same time that the contractor is plowing the cul-de-sacs. The contractor will be responsible for the entire length of each cul-de-sac assigned, including the "throat" and the "bubble".
- K. The Snow Supervisor will contact the contractor when the contractor must mobilize for snow removal (2" or more). 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 the cul-de-sac section, 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 to a depth of two (2) inches or more.

### **Duration of Proposal**

This proposal shall be in full force **November 15, 2017 through April 30<sup>th</sup> 2018** with the option for the Village to add **November 15, 2018 through April 30<sup>th</sup> 2019 and November 15<sup>th</sup> 2019 through April 30<sup>th</sup> 2020**. 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.

It will be the responsibility of the contractor to notify the Public Works Department Snow Command 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 snow event date, which Village employee was contacted, 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 SIGNING 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.

**NOTICE:**

**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 is 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 sight. 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 any mailbox or other property they damage. A list must be supply to the Village with the damaged mailboxes immediately following every snow event. The contractor will be responsible for inspecting mailboxes prior to the season and report any mailboxes in poor condition. The mailboxes must be replaced 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.

Ruts or sod damage caused by equipment or vehicles or salt must be restored to its original state prior to June 15th. Dirt and seed is acceptable for areas smaller than 9". If the contractor does not meet these stipulations the Village will repair the damage at the contractor's expense.

**Contractor's Responsibilities**

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

1. Exercise safe, sanitary and sound-business practices with the skill, care and diligence normally shown by professional contractors.
2. Require all employees to wear suitable uniforms during the time they are on Village property.
3. Supply an adequate number of trained and fully insured personnel to perform all work.

4. Require one employee on a crew to understand all verbal and written instructions in English issued by the Street Superintendent or representative.
5. 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.
6. Provide evidence of all licenses and permits that may be required for all activities performed on Village properties.
7. 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 Park's 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-North west***

- *59 cul-de-sac to be plowed*
- *Must be cleaned up curb to curb*
- *A clear path for mail delivery is required for parkway mailboxes*
- *Hydrants must be cleared*
- *No driveway can be blocked in*
- *Do not use home owner driveways for any reason.*
- *Be cautious of parkway trees*

### ***Area 2 –North east (2 areas on map)***

- *63 cul-de-sac to be plowed*
- *Must be cleaned up curb to curb*
- *A clear path for mail delivery is required for parkway mailboxes*
- *Hydrants must be cleared*
- *No driveway can be blocked in*
- *Do not use home owner driveways for any reason.*
- *Be cautious of parkway trees*

### ***Area 3-West***

- *53 cul-de-sac to be plowed*
- *Must be cleaned up curb to curb*
- *A clear path for mail delivery is required for parkway mailboxes*
- *Hydrants must be cleared*
- *No driveway can be blocked in*
- *Do not use home owner driveways for any reason.*
- *Be cautious of parkway trees*

***Area 4–South (3 areas on map)***

- *77 cul-de-sacs to be plowed*
- *Must be cleaned up curb to curb*
- *A clear path for mail delivery is required for parkway mailboxes*
- *Hydrants must be cleared*
- *No driveway can be blocked in*
- *Do not use home owner driveways for any reason.*
- *Be cautious of parkway trees*

Exhibit B

## **INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467	<b>CONTACT NAME:</b> Certificates Team	
	<b>PHONE (A/C, No. Ext):</b> 708-845-3917	<b>FAX (A/C, No):</b> 708-845-4145
<b>E-MAIL ADDRESS:</b> ConstructionCerts@thehortongroup.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance		16535
<b>INSURER B:</b> Travelers Insurance Company		25682
<b>INSURER C:</b> Berkley National Insurance Co.		38911
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** ROYZENE-02  
 Roy Zenere Trucking and Excavating, Inc.  
 317 East Margaret Street  
 Thornton IL 60476

**COVERAGES**

CERTIFICATE NUMBER: 1731884717

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	GL03703063	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Emp Ben. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	BAP3703064	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	Y	Y	ZUP13N40694	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3703062	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			MPK1000769	5/1/2018	5/1/2019	Leased/Rented 750,000 (Per Item)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured on a primary and non-contributory basis with respect to general liability and auto liability only when required by written contract: See Attached; Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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. 2018-R-086, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ZENERE TRUCKING AND EXCAVATING FOR FISCAL YEAR 2019 FOR SNOW AND ICE REMOVAL IN THE CUL-DE-SACS IN THE VILLAGE OF TINLEY PARK," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 16, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK