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**THE VILLAGE OF TINLEY PARK**

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

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**RESOLUTION  
NO. 2020-R-044**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND J&J NEWELL CONCRETE CONTRACTORS FOR CONCRETE FLATWORK AND CURB  
REPAIR PROGRAM – CONTRACT EXTENSION**

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

**CYNTHIA A. BERG  
WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
MICHAEL W. GLOTZ  
MICHAEL G. MUELLER  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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**RESOLUTION NO. 2020-R-044**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J&J NEWELL CONCRETE CONTRACTORS FOR CONCRETE FLATWORK AND CURB REPAIR PROGRAM – CONTRACT EXTENSION**

**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 J&J Newell Concrete Contractors, 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.

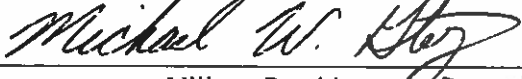
**ADOPTED** this 5<sup>th</sup> day of May, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Berg, Brady, Brennan, Galante, Glotz, Mueller

**NAYS:** None

**ABSENT:** None

**APPROVED** this 5<sup>th</sup> day of May, 2020, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President *Pro tem*

ATTEST:

  
\_\_\_\_\_  
Village Clerk

# EXHIBIT 1

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an 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 \$Two Hundred and Two-Thousand Five Hundred-Eighty Eight and 69/100 **Dollars (\$202,588.69)**. 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 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. **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. **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 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 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 wavier 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**

**Affidavit of Compliance**

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

*For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."*

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

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The undersigned VICTORIA A. NEWELL, as PRESIDENT and on behalf  
(Name) (Title)  
of J & J NEWELL CONCRETE CONTRACTORS, INC having been duly sworn under oath certifies that:  
(Contractor)

**Business Organization**

The form of business organization of the Contractor is (check one):

Sole Proprietor or Partnership       LLC  
 Corporation       Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:  
ILLINOIS 1/1/1960

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Authorized to do business in the State of Illinois: Yes [] No []

Describe supporting documentation attached: \_\_\_\_\_

Federal Employer I.D. #: 36-2425813

Social Security # (if an individual or sole proprietor): \_\_\_\_\_



Registered with Illinois Department of Revenue: Yes  No

Describe supporting documentation attached (if "No," explain): \_\_\_\_\_

Registered with Illinois Department of Employment Security: Yes  No

Describe supporting documentation attached (if "No," explain): \_\_\_\_\_

**Tax liens or tax delinquencies**

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes  No

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes  No

**Employee Classification**

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A  Yes  No

**Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes  No

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

**Documentation Attached** (Contractor must initial next to each item):

Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

Form C Additional Information (if required)

Certificate of Good Standing  
(or other evidence of compliance with laws pre-requisite to doing business in the state)

Illinois Department of Revenue registration

Illinois Department of Employment Security registration

Standards of Apprenticeship/Apprentice Agreements

Substance Abuse Prevention program (or applicable provision from CBA in effect)

Written Safety Policy Statement signed by company representative

OSHA cards evidencing 10-hour or greater safety program completed, if requested

Workers' Compensation Coverage

Professional or Trade Licenses

**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 Contractors, Inc

Name of Contractor (please print)

PRESIDENT

Title

  
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 CONTR INC

Name of Contractor (please print)

PRESIDENT

Title

  
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 CONTR INC

Name of Contractor (please print)

PRESIDENT

Title

  
Submitted by (signature)



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.

J & J NEWELL CONCRETE CONTR INC



\_\_\_\_\_  
Name of Contractor (please print)  
PRESIDENT

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
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

J & J NEWELL CONCRETE CONTR INC



\_\_\_\_\_  
Name of Contractor (please print)  
PRESIDENT

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

***[Signature Page to Follow]***

**CONTRACTOR NAME**

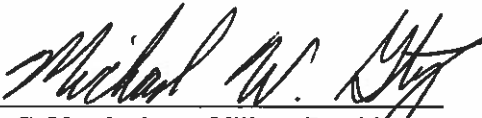
BY: 

05/01/2020  
Date

Printed Name: VICTORIA A NEWELL

Title: PRESIDENT

**VILLAGE OF TINLEY PARK**

BY:   
Jacob C. Vandenberg, Village President  
*(required if Contract is \$20,000 or more)*

5-5-2020  
Date

ATTEST:

  
Village Clerk  
*(required if Contract is \$20,000 or more)*

5-5-2020  
Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

### **SCOPE OF SERVICES**

**This project shall consist of the removal and replacement and newly constructed concrete sidewalk, curb and gutter, and driveways throughout the Village of Tinley Park. The preliminary locations for this Work will be in established neighborhoods. If the annual renewal option is exercised by the Village, the locations will be discussed at the subsequent preconstruction meetings.**

**Any irrigation systems, brick pavers, decorative rock, special corner landscaping, mailboxes, etc., within the right of way (ROW) disturbed during Construction will be the Contractors responsibility to repair and shall be included in the unit price for the various 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 four (4") inches of final grade within fourteen (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.**

**All concrete Work shall be formed and inspected prior to the actual pour and/or placement of the concrete. These inspections shall be called in and requested a minimum of twenty-four (24) hours in advance of the pour.**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

*(To be provided by Contractor prior to Award of Contract)*



**Form A**

Subcontractors, if any, who will Perform Work on this Project

Name	Address	Work to be Performed
NONE		



Form C

Additional Information Required

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
N/A THIS IS A RENEWAL CONTRACT			

**Item II:**

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
NONE			

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. 2020-R-040, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J&J NEWELL CONCRETE CONTRACTORS FOR CONCRETE FLATWORK AND CURB REPAIR PROGRAM – CONTRACT EXTENSION,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 5, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5<sup>th</sup> day of May, 2020.

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