THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2022-R-109

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CRYDER ENTERPRISES FOR THE STREETLIGHT POLE PAINTING PROJECT ON OAK PARK AVENUE IN THE AMOUNT OF $30,600

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

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

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

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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 Cryder Enterprises, 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**.

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 20th day of September, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED this 20th day of September, 2022, by the President of the Village of Tinley Park.

Michael W. Glotz
Village President

ATTEST:

Marietta O'Connor
Village Clerk

EXHIBIT 1

Service Agreement

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 **Cryder Enterprises, Inc.** (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 **Thirty Thousand, Six Hundred 00/00 Dollars ($30,600)**. 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.

The undersigned Cryder Enterprises Inc (Name), as President (Title) and on behalf of Scott Cryder (Contractor) having been duly sworn under oath certifies that:

Business Organization

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

__ Sole Proprietor or Partnership
X Corporation
__ LLC
__ Independent Contractor (Individual)

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

IL

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

Describe supporting documentation attached: _____

Federal Employer I.D. #: 36-4202355

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

Registered with Illinois Department of Revenue: Yes [X] No [ ]

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

Registered with Illinois Department of Employment Security: Yes [X] 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:

NO

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 [X] 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 [X] No [ ]

Professional or Trade Licenses

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

License	Number	Date Issued	Current Expiration	Holder of License
C corp				

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.

Cryder Enterprises, Inc.
Name of Contractor (please print)

Scott Cy
Submitted by (signature)

President
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.

Cryder Enterprises, Inc.
Name of Contractor (please print)

Scott Cy
Submitted by (signature)

President
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.

Cryder Enterprises, Inc.
Name of Contractor (please print)

Scott Cy
Submitted by (signature)

President
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.

Cryder Enterprises, Inc.
Name of Contractor (please print)

Submitted by (signature)

President
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)

Cryder Enterprises, Inc.
Name of Contractor (please print)

Submitted by (signature)

President
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Cryder Enterprises, Inc.
Name of Contractor (please print)

Submitted by (signature)

President
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

Cryder Enterprises, Inc.
Name of Contractor (please print)

Submitted by (signature)

President
Title

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

Cryder Enterprises, Inc.

BY: Scott Cryder 10-10-22

Date

Printed Name: Scott Cryder

Title: President

VILLAGE OF TINLEY PARK

BY: Michael W. Glotz September 20, 2022

Michael W. Glotz, Village President Date

(required if Contract is $20,000 or more)

ATTEST:

Nancy M. O'Connor September 20. 2022

Village Clerk Date

(required if Contract is $20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____ _____

Village Manager Date

SCOPE OF SERVICES

Attached Scope of work for Streetlight Pole Painting (Oak Park Ave.) Year 1 of 3 as detailed in:

- **Bid proposal from Cryder Enterprises, Inc. titled: Painting of Oak Park Avenue Pedestrian Light Pole Bid**

VILLAGE OF TINLEY PARK
STATE OF ILLINOIS

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE VILLAGE OF TINLEY PARK:

1. PROPOSAL OF Crysler Enterprises Inc
(Name and Address of Bidder)

17160 Bristol Rd 60447

2. The specifications for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd. and approved by the Village of Tinley Park, Illinois dated July 11, 2022.

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.

4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.

5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. The undersigned further agrees that if the owner decides to extend or shorten improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25) percent of the total money value of the original contract price or contract price corrected as

provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit price.

9. The undersigned further agrees that the Village of Tinley Park may at any time during the progress of the work covered by this contract, order other materials as do not appear in the proposal of contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen percent (15%), the actual cost to be determined as provided in the specifications.

10. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.

11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.

12. The undersigned further agrees to begin work not later than thirty (30) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within the working day limits stated in the special provisions, and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

    In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall withhold, from each sums as may be due him under the terms of this contract, the costs, set forth in the specifications of the contract, which costs shall be considered and treated not as a penalty but as damages due to the Village of Tinley Park from the undersigned by reason on inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from the failure of the under signed to complete the work within the time specified in the contract.

13. Accompanying this proposal is a bid bond, bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

    THE AMOUNT OF THE CHECK OR DRAFT IS ($ 1285 00

    _____

    If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the

VILLAGE OF TINLEY PARK
Painting of Oak Park Avenue Pedestrian Light Poles

Issued for Bid
August 9, 2022

SECTION 004100 BID FORM

TO: VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue; Tinley Park, Illinois 60477

FROM: Cryder Enterprises Inc

Operating as (strike out conditions that do not apply) (an Individual,) (a Corporation, organized and existing under the law of the State of IL,) (a Partnership,) (a Joint Venture consisting of the firm of:)
Corporation

BASE BID PROPOSAL:

In response to your invitation to submit a proposal for the execution of all work described by the Drawings and Specifications dated July 11, 2022 titled: Village of Tinley Park; Painting of Oak Park Avenue Pedestrian Light Poles, located at Oak Park Avenue from 167th Street to 195th Street; Tinley Park, Illinois 60477, and having examined the site where the work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the work; and having carefully examined the aforesaid drawings, specifications and other related documents and addenda thereto, the undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:
Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

BASE PROPOSAL:

Base Bid: Bidder agrees to perform all work described and shown on the drawings for the sum of:

VILLAGE OF TINLEY PARK Painting of Oak Park Avenue Pedestrian Light Poles SCHEDULE OF PRICES (FOR MORE INFORMATION REGARDING THESE ITEMS SEE PLANS AND SPECIFICATIONS)					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
BASE BID					
1	LANDSCAPE RESTORATION	120	SQ YD		100
2	PAINTING EXISTING ORNAMENTAL PEDESTRIAN TYPE LIGHT POLES	15	EACH	$850.00	12,750
BIDDER'S TOTAL BASE BID PROPOSAL FOR COMPLETING THE IMPROVEMENTS:					12,850

Bidding Note: At the discretion of the Village, the Village may add additional light poles to be painted during the course of this project. The Village will utilize the Base Bid unit price line item cost to establish the number of additional poles the Village may elect to add to the project.

CERTIFICATION

1. The Undersigned acknowledges receipt of:
   a. The Project Manual for the above-referenced Project.

ALLOWANCES:
The following allowances are to be included in the Base Bid Proposal:
Allowance No. 1 Contingency Allowance $5,000

ADDENDA ACKNOWLEDGEMENT:
The undersigned acknowledges receipt of the following addenda:

(List by number and date appearing on each addenda. If all addenda are not acknowledged, the bid will be considered irregular).

ADDENDUM No.	Date

The undersigned agrees to complete all work required by the contract as follows:

PreBid Meeting	August 18, 2022 – 10:00am
Bids Due	August 25, 2022 – 10:30am
Final Completion:	60 Days After Notice of Award

BID SECURITY:

Bid Security (10%) is attached, without endorsement, in the sum of

$1285.00 Dollars _____

VILLAGE OF TINLEY PARK
Painting of Oak Park Avenue Pedestrian Light Poles

Issued for Bid
August 9, 2022

GENERAL STATEMENT:

The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned

The undersigned agrees to assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return it to the Owner along with surety bonds and insurance certificates, as may be required by the specifications and other Contract Documents, within 10 days following its receipt.

The undersigned further agrees to begin work on said contract as soon as practicable after date of "Contract" or "Notice to Proceed," whichever is earlier; or, in any case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned it, and the Bid Security accompanying this proposal will be forfeited to Owner as liquidated damages for delay and loss caused to Owner by reason of such failure on the part of the undersigned.

It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities and irregularities in connection therewith, and to award a contract for any part of the work or the project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission to the Owner.

The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

It is agreed that the undersigned has complied or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirements has been or will be violated in making or accepting this proposal, in awarding the Contract to him, or in the prosecution of the work required thereunder.

The Contractor certifies that the Contractor possesses the necessary licenses and is legally authorized to perform the Work where the project is located.

Cryder Enterprises INC — Scott Cryder

Name of Contractor (Typed) — Contractor's Signature

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____ (SEAL)

BUSINESS ADDRESS _____

_____

(IF A CO-PARTNERSHIP)

FIRM NAME _____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS _____

_____

Insert Names and _____
Addresses of All _____
Members of the firm _____

(IF A CORPORATION)

CORPORATE NAME Cryder Enterprises Inc

SIGNED BY Scott Cryder

BUSINESS ADDRESS 17160 Beislen Rd

Morrison IL

(CORPORATE SEAL)

PRESIDENT Scott Cryder

Insert Names of Officers

SECRETARY Tina Cryder

TREASURER _____

ATTEST: Tina Cryder
Secretary

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

Cryder Enterprises Inc
Name

17160 Brisbin Rd
Principal place of business

Minooka IL
Address

60447
City, State, Zip Code

The Bidder is a:

X Corporate
____ Partnership
____ Limited Liability Company
____ Sole Proprietorship
____ Other (please explain:_____)

Corporation

The state of incorporation is: IL

The registered agent of the corporation in Illinois is:
Name GLM Financial
Address
City, State, Zip Kildeer

The Officers of the corporation are:

Scott Cryder
President

Tina Cryder
Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

****
*NOTE: THIS AFFIDAVIT MUST BE
*COMPLETED BY THE CHIEF OFFICER
*OF THE BIDDER
****

AFFIDAVIT
REGARDING BIDDER AVAILABILITY

The undersigned, Cryder Enterprises, being first duly sworn on Oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1 Tinley Park	2	3	4	5	Awards Pending	
County and Section No.							
Contract With	Tinley Park						100,000
Estimated Completion Date	when needed Aug						
Total Contract Price							Total 100,000
Uncompleted Dollar Value							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description							TOTALS
Sugar grove							20,000
montgomery							15,000
Palos Park							20,000
Tinley Park							100,000

(SIGNATURE)

Scott Cycles

(PRINT NAME)

Pres

(TITLE)

Subscribed and Sworn to before me the 24th day of Aug, AD, 2022

NOTARY PUBLIC

OFFICIAL SEAL
JILL FEECE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/29/2025

STOP*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR BID CONTAINS ALL OF THE REQURIED DOCUMENTS.

_____1. BID SECURTIY

_____2. BIDDING SCHEDULE

_____3. BID PROPOSAL, DULY SIGNED & NOT NOTARIZED

_____4. ALL AFFIDAVITS, SIGNED & NOTARIZED

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR BID.

***(FOR CONSTRUCTION CONTRACTS ONLY)**

Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.

15. All bidders must furnish current financial statement with the bid.

16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.

17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.

18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

Signature: Scott Cyph

Date: 8-23-22

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.

The undersigned Cryder Enterprises, as President and on behalf
(Name) (Title)
of Scott Cryder 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
X Corporation
__ LLC
__ Independent Contractor (Individual)

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

_____

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

Describe supporting documentation attached: _____

Federal Employer I.D. #: 36-4202355

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:

Not Applicable

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

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.

XXXXXXXXXXXXXXXXXXX
Name of Contractor (please print)

Submitted by (signature)

President
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.

XXXXXXXXXXXXXXXXXXXXX
Name of Contractor (please print)

Submitted by (signature)

President
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.

XXXXXXXXXXXXXXXXXXX
Name of Contractor (please print)

Submitted by (signature)

President
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.

XXXXXXXXXXXXXXXXXXXX
Name of Contractor (please print)

Submitted by (signature)

President
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)

XXXXXXXXXXXXXXXXXX
Name of Contractor (please print)

Submitted by (signature)

President
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

XXXXXXXXXXXXXXXXXX
Name of Contractor (please print)

Submitted by (signature)

President
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**

XXXXXXXXXXXXXXXXXX
Name of Contractor (please print)

Submitted by (signature)

President
Title

[*Signature Page to Follow*]

XXXXXXXXXXXXXX

BY: Scott Cryder 8-23-2[illegible]

Date

Printed Name: Scott Cryder

Title: President

VILLAGE OF TINLEY PARK

BY: _____ _____

Michael W. Glotz, Village President Date

(required if Contract is $20,000 or more)

ATTEST:

_____ _____

Village Clerk Date

(required if Contract is $20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____ _____

Village Manager Date

Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);
Individual's trade classification (indicate apprenticeship status where appropriate);
Employee (E) is covered under Contractor's current workers' compensation (WC) policy;
Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
Nathan Cryder		Painter		Lasalle co

Form C

Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
* Tinley Park Street Lights	Terry Lusby 708-268-4344	$850 per	None
Tinley Park Fire Hydrants	John Urbaski 708-929-8058	$85 per	None
Palos Park Fire Hydrants	Dan Foster 708-334-1956	$90 per	None
Minooka Fire Hydrants	Ryan Anderson 815 467-8868	$80 per	None
Village Montgomery Fire Hydrants	Tom Kopanski 630-688-5443	$85 per	None
* City of Plano Street Lights	Shawn 630-669-0315	$100 Bottom Bell	None
Village of Matteson Fire Hydrants	Gordon Hardin 708-283-5423	$100 per	None
Village Sugar Grove Fire Hydrants	Brad Mokel 630 461-4755	$90 per	None
Village of Monee Fire Hydrants	DJ Kursel 708-516-4291	$100 per	None

Tyler Thanks for Sending.

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
	N/A		

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

GRUNDY BANK

P.O. Box 520
Morris, IL 60450

CASHIERS CHECK

418

Date: 08/24/2022

SCOTT CRYDER

REMITTER

AMOUN

1,285.0(

**** One Thousand Two Hundred Eighty Five and 00/100****

PAY TO THE ORDER OF VILLAGE OF TINLEY PARK

Void After 180 Days

HEAT SENSITIVE
RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

⑈418474⑈ ⑆071904290⑆ ⑈1000004⑈

Cryder

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2022

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).

PRODUCER
Prentice Financial Services, Inc.
37 F Stonehill Road

Oswego IL 60543-

CONTACT NAME: LARRY W ONCKEN
PHONE (A/C, No, Ext): (630) 554-1612
FAX (A/C, No): (630) 554-5328
E-MAIL ADDRESS: lopfs@msn.com
PRODUCER CUSTOMER ID #:

INSURED
CRYDER ENTERPRISES INC. C/O SCOTT C
17160 BRISBIN RD

MINOOKA IL 60447-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: GRINNELL MUTUAL	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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		
B	GENERAL LIABILITY			0028054622	06/19/2022	06/19/2023	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	CLAIMS-MADE X OCCUR				/ /	/ /	MED EXP (Any one person)	$	5,000
					/ /	/ /	PERSONAL & ADV INJURY	$	1,000,000
					/ /	/ /	GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				/ /	/ /	PRODUCTS - COMP/OP AGG	$	2,000,000
	X POLICY PRO-JECT LOC				/ /	/ /		$	
B	AUTOMOBILE LIABILITY			9010770251	06/19/2022	06/19/2023	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO				/ /	/ /	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident)	$	
	X SCHEDULED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS				/ /	/ /		$	
	NON-OWNED AUTOS				/ /	/ /		$	
					/ /	/ /		$	
B	X UMBRELLA LIAB OCCUR			007063652	09/06/2022	09/06/2023	EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE				/ /	/ /	AGGREGATE	$	1,000,000
	DEDUCTIBLE				/ /	/ /		$	
	RETENTION $				/ /	/ /		$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				/ /	/ /	WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N N / A		/ /	/ /	E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$	
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	$	
					/ /	/ /			
					/ /	/ /			

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

CERTIFICATE HOLDER

( ) - ( ) -
VILLAGE OF TINLEY PARK

16250 OAK PARK AVE

TINLEY PARK IL 60447-

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
Jeff Prentice

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2022-R-109, "**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CRYDER ENTERPRISES FOR THE STREETLIGHT POLE PAINTING PROJECT ON OAK PARK AVENUE IN THE AMOUNT OF $30,600**," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September day of 20th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of September, 2022.

_____
VILLAGE CLERK