THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-125

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROY ZENERE TRUCKING AND EXCAVATING FOR CUL-DE-SAC SNOW REMOVAL

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

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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 a Contract with ROY ZENERE TRUCKING AND EXCAVATING, a true and correct copy of such Contract being attached hereto and made a part hereof as <u>EXHIBIT 1</u>; and

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

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

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

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

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

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

ADOPTED this 18th day of October, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: Galante

APPROVED this 18th day of October, 2022, by the President of the Village of Tinley Park.

Village President

TTEST.

ergm O'Corru Village Clerk

EXHIBIT 1

Cul-De-Sac Snow Removal Contract

VILLAGE OF TINLEY PARK 2022-2023 SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Roy 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 thirty six thousand two hundred twenty five 00/100 Dollars (\$236,250.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
- 3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from the Village Manager or his designee. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
- 4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
- 5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

April 30, 2023

- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

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

- 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent 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

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. Name of Contractor (please print) Submitted by (signature)
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 fluman Rights Act as amended. Roy Zevel Name of Contractor (please print) Submitted by (signature)
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.
Name of Contractor (please print) Submitted by (signature)
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 \(\frac{1}{2}\)(vii) protection against retaliation.

ROY ZEWERE TRUCKING,	nmission; and (VII) protection against retaliation.
Name of Contractor (please print)	Submitted by (signature)
MANAGER	

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 cer	tification (s correct)
ROY ZENERE	GOS / HD
Name of Contractor (please print)	Submitted by (signature)
MANAGER	

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.

ROY ZENERE Name of Contractor (please print)	Submitted by (signature)
MANAGER Title	

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

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-0-079

POY ZENERE
Name of Contractor (please print)

Submitted by (signature)

MANAGER

Employment of Illinois Workers on Public Works Act

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

Submitted by (signature)

KOY LENERE
Name of Contractor (please print)

CONTRACTOR NAME	/ 4
BY: Colo and	10/0/2022
Printed Name: Scott KNITTLE	Date
Title: MANAGER	
VILLAGE OF TINLEY PARK	
VILLAGE OF TINLET TARK	
BY: Michael Glotz, Village Presiden (required if Contract is \$20,000 or more)	10/18/2022 Date
ATTEST:	
Village Clark (required if Contract is \$20,000 or more)	10/18/2022
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

Village of Tinley Park Cul-de-sac Snow Removal 2020 SCOPE

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 255 cul-de-sacs/eyebrows located throughout the Village (see attached maps).

It is the intent of the Village to retain a contractor on-call from **November 15, 2020 through April 30, 2021** with <u>two (2) one-year extension options</u>. The contractor will provide 24-hour service including Saturdays, Sundays and holidays. The contractor will always provide all labor and equipment to maintain traffic flow in all designated cul-de-sacs while they are working.

SCOPE

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

- Removal of 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. Attached Proposal Sheets.
- Perform all additional work, as requested by the Street Superintendent or designated staff, for the unit cost indicated on the Proposal Sheet.

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 always 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.

Bids Due 9/29/2020

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.

SPECIAL PROVISIONS

Specifications and Prosecution of Work

The proper timing and use of equipment are 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 proper operating condition at all times, so as to secure maximum working efficiency and prevent unnecessary failure. IIME 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 IIII

The contractor shall provide the following:

- A. The contractor shall, always, maintain a force of qualified personnel enough to perform the work required and described herein. The force of qualified employees shall be enough 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 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 more than **two (2") inches but less than six inches (6")**, the contractor shall provide enough equipment and personnel to remove all snow from designated areas whenever called upon to do so. Enough equipment and personnel shall be provided to complete the entire designated cul-desac section in a **maximum of eight (8) hours from time of call-out.**
- E. If snow accumulates more than **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 more than **ten (10") inches but less than eighteen (18") inches** of snowfall additional equipment and personnel may be required to plow the snow. This additional service and equipment shall be shall be provided by the contractor within a maximum of sixteen (16) hours from time of call-out.
- G. If the charge for this extra service is different from the charge for work described in paragraph "C", the contractor shall indicate so on the proposal form provided. Plowing operations described in paragraph "D", "E" and "F" shall be paid for on a lump sum basis each time a complete clearing operation is made. Supervision shall be required and payment therefore is included in the lump sum price.

- H. Depth of snow accumulation is measured at the time each plowing operation commences. The Village shall determine the depth of snow for purposes of this agreement and its determination shall be final
- I. If stored snow within the 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". If time permits Village staff will make one pass through cul-de-sac along curb to allow residents to get out of their driveway during a snow event.
- 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.

BID REQUIREMENTS

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

Bid pricing must be added to the attached detailed bid tab sheet. The cost must be broken down for each area per snow event separated by total inches of snow for 10 events. The contract(s) will be in effect for the entire winter season. The winter season is November 15th through April 30th. Dependent on weather conditions, snow removal may or may not be needed for the entire winter season or may need to be extended beyond the listed time. he contract(s) will have the option for two (2)- one-year extensions. The extension will be based on good workmanship and price. On occasion new on-demand work may be needed in addition to regular maintenance work items. Prices for on-demand services including labor should be included in the bid separate from regular maintenance. Any on-demand services must be approved by Street Superintendent or designated Street Foreman.

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 Bid: The Bid 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.

Bid pricing must be added to the attached detailed bid tab sheet. The cost must be broken down by type of snow event and then by each area per event and then totaled and multiply by number of events listed (2-5 inches x7, 6-10 inches x2, 10-18 inches x1). The contract will be in effect for the entire winter season November 2020-April 2021. Dependent on weather conditions, snow removal may or may not be needed for the entire winter season or the listed season may need to be extended beyond the listed time. The contract(s) will have the option for two (2)- one-year extensions. The extension will be based on good workmanship and price. On occasion new on-demand work may be needed in addition to regular maintenance work items. Prices for on-demand services including labor should be included in the bid separate from regular maintenance. Any on-demand services must be approved by Street Superintendent or designated Street Foreman.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES:

Before submitting a bid, the prospective bidder shall carefully examine the provisions of the contract. The bidder shall inspect in detail the sites of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

TERMINATION OF CONTRACT

The Village may cancel the contract at any time for any reason upon giving 30 day written notice to the Contractor. The Village shall have the right to cancel this Agreement immediately without prior written notice for any breach of any provision of the contract if not cured within 14 days from written notice from the Village.

PRE-CONSTRUCTION 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 Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
- 2. Attendance Street Superintendent, Street Foremen, Contractor, Utility Company representatives, if utility work or adjustments are required. Also, any other persons as may be deemed necessary.
- 3. Specification information regarding source of materials, who is responsible for testing 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

VOTP reserves the right to add or delete areas to be plowed under this contract at the unit prices bid.

NOTIFICATIONS

The Village's snow supervisor will contact the Contractors 24-hour contact if snow is predicted to discuss an estimated start time if it does snow. Additional communication will occur after the Villages crews have been sent out, to discuss when the contractor will be on site. The Village will send out a snow mobilization email with the snow event number that must be referenced on all invoices. Notice shall be given to the VOTP prior to starting any other work, or restarting work after some absence for any reason. VOTP 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 kmulqueeny@tinleypark.org 708-444-5526 Jimmy Quinn jquinn@tinleypark.org 708-444-5527 Steve Grossi sgrossi@tinleypark.org

During the winter season, a Village of Tinley Park snow supervisor is assigned. The assignment is switched every 2 weeks. A schedule will be given at the pre-construction meeting.

PROTECTION AND SAFETY OF PEDESTRIANS

Work zone safety shall always be practiced and maintained until the snow and ice control is finished. Snow and ice control are situated in or near 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 public due to materials, equipment, obstructions, tripping hazards, drop-offs or any hazardous aspects of the work must be remedied or properly protected and barricaded. Snow may not be blown, shoveled, or stored on streets or sidewalks.

ACCIDENT PREVENTION

The contractor shall always exercise every precaution 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 defects to be remedied before final acceptance can be made.

AUTHORIZATION

All work shall be done under the supervision of the Street Superintendent, or designated representative. Any questions that 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 bid/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 Street Superintendent or designated representative, 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.

VILLAGE SPECIAL EVENTS

The Village has several special events throughout the year, typically held in the downtown area. During the winter months the Village has 2 large events which may require additional snow removal to be completed immediately so the sites are looking their best. These events include but are not limited to:

- Christmas Tree lighting, Christmas market and Christmas Parade (first weekend in December)
- St. Patrick's Day Parade (First or second Sunday in March)

CLEAN-UP

The Contractor shall be responsible for thoroughly cleaning up all areas affected by their work. All litter from meals or packaging from materials used for snow and ice control must be removed before the contractor leaves the site. If the area has not been cleaned properly, VOTP Public Works will 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 TREES

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 construction equipment shall be reported to VOTP. The Village will neatly prune the damaged limb at the Contractor's expense unless reported prior to snow event when damage occurred.

DAMAGES

Work under this pay item shall include providing all the materials, labor and equipment necessary to remove and replace damaged areas that was caused by the contractor. VOTP 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, vehicles must be restored to their original state by **June 15** of the same year as damage. Dirt and seed are acceptable for damaged areas smaller than 9". Contractor must notify Public Works before and after the work is done. 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 contract activities.
- 7. Require all personnel to report any hazardous or out of the ordinary conditions, as well as any vandalism, theft, deterioration, graffiti, damage, spills, evidence of rodent or animal infestation, unusual activity or the like, 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.

OTHER CERTIFICATIONS AND SUBMITTALS

All bidders must complete and sign the following certifications and submit them with their bid proposals. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BIDDER.

- 1. Bidder Eligibility Certification and Non-Collusion Affidavit.
- 2. Certificate of Compliance with Illinois Human Rights Act.
- 3. Certificate of Compliance with Illinois Drug-Free Workplace Act.
- 4. Certificate of Compliance with Sexual Harassment Policy.
- 5. Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act.
- 6. Certificate of Compliance with Prevailing Wage Requirements.
- 7. Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance.
- 8. Contractor Qualification Reference Sheet.
- 9. Employment of Illinois Workers on Public Works Act.

COORDINATION WITH VILLAGE CREWS AND OTHER CONTRACTORS

Village crews or other contractors may need access to the areas of work outlined in this contract from time to time. The Village will give advanced notice wherever possible when these instances arise, so that appropriate scheduling and coordination can take place to avoid any potential conflicts that may arise.

REPORTING/INVOICING REQUIREMENTS

The Contractor shall submit invoicing by the snow event. The snow event number must be referenced on all invoices with how many shifts associated with that snow event. An email with the event number will be sent out when our crews start their plow routes. Any additional work that is not the results of and event will be considered on demand work and should be titled that way on the invoice. This would be a very rare occasion that would need the authorization of the Street Superintendent.

MEETINGS

It is anticipated that there will be required meetings between VOTP 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 startup 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 work 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, upon request the Contractor 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 the 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, upon request the Contractor shall submit where they will warehouse and how they will transport the equipment to and from the site.

LIST OF MAINTENANCE SERVICES TO BE PERFORMED

The contractor will be responsible for snow removal in cul-de-sac, eyebrows and other areas similar in side. The contractor will need to coordinate with the public works plow driver assigned to the area to salt the cul-de-sac when snow removal has been completed. On most snow events, public works drivers will plow a single or double pass through the cul-de-sacs so that the resident may get out of their driveway during the storm. In this case the contractor will need to remove the ball and any other accumulated snow from the cul-de-sac.

The contractor should complete each location in the order each cul-de-sac is numbered to be efficient and be able to coordinate with PW driver to salt. If the contractor has suggestions on how to improve the efficiency and performance of the snow program, they can direct the suggestions to the street superintendent in writing.

Cul-de-sac Snow removal notes:

- Cul-de-sac must clear of snow curb to curb
- Do not pile snow too high in one parkway to cause a line of sight problem. Spread it evenly (as possible) in multiple parkways.
- 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, signs and boulders in parkway.

ON DEMAND SERVICES/ NEW WORK

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

DURATION OF PROPOSAL

This proposal shall be in full force **November 15, 2020 through April 30**th **2021** with the option for the Village to add **November 15, 2021 through April 30**th **2022 and November 15**th **2022 through April 30**th **2023**. The decision to add additional years will be at the sole discretion of the Village. It will be based solely on the contractors' performance, timeliness and customer service skills. The Village has the right to cancel/terminate the contract at any time by giving the proposal a thirty (30) 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.

All invoices will have the Villages' snow event number that the contractor will receive an email with that number on it. All work associated to that events snow fall must have the same number on it.

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.

LIST OF SITES

The following list of sites is provided as a reference. VOTP may add or delete sites from the list as future maintenance needs may change.

Bids Due 9/29/2020

LOCATIONS AND LIST OF SERVICES

8 Routes:

Route 1 -	32 locations
Route 2 -	29 locations
Route 3 -	58 locations
Route 4 -	37 locations
Route 5 -	20 locations
Route 6 -	27 locations
Route 7 -	40 locations
Route 8 -	12 locations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/19/2022

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

	e terms and conditions of the policy rtificate holder in lieu of such endo			ndorse	ment. A stat	tement on th	is certificate does not co	onfer rights to the
PRODUCER				CONTA NAME:	CT Certificate:	s Team		
	The Horton Group 10320 Orland Parkway				o, Ext): 708-84		FAX (A/C, No): /	708-845-3001
	and Park IL 60467			E-MAIL ADDRE	ss: Construc	tionCerts@the	ehortongroup.com	
					INS	URER(S) AFFOR	DING COVERAGE	NAIC#
				INSURE	RA: Zurich A	merican Insur	ance	16535
INSU			ROYZENE-02	INSURE	Rв: Traveler	s Insurance C	ompany	25682
	Roy Zenere Trucking and Excavating, Inc. 317 East Margaret Street			INSURER c : Berkley National Insurance Co.				38911
	ornton IL 60476			INSURE	RD:			
				INSURE	RE:			
				INSURE	RF:			
COV	ERAGES CE	RTIFICATE	NUMBER: 2037193561				REVISION NUMBER:	
	IS IS TO CERTIFY THAT THE POLICIE							
	DICATED. NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY							
	CLUSIONS AND CONDITIONS OF SUCH							THE TERMO,
INSR LTR	TYPE OF INSURANCE	ADDL SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	;
Α	GENERAL LIABILITY	YY	GL03703063		5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 2,000,000

INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	Y	Υ	GL03703063	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	POLICY X PRO- JECT LOC						Emp Ben.	\$ 1,000,000
Α	AUTOMOBILE LIABILITY	Y	Υ	BAP3703064	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
В	X UMBRELLA LIAB X OCCUR	Y	Υ	ZUP13N40694	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED X RETENTION \$ 10,000							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		. Y	WC3703062	5/1/2022	5/1/2023	X WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
1	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Inland Marine			MNP1000769	5/1/2022	5/1/2023	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. 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

Additional Insured: Village of Tinley Park, its officers, officials, employees and volunteers

CERTIFICATE HOLDER	CANCELLATION
Village of Tinley Park	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
16250 Oak Park Avenue Tinley Park IL 60477	AUTHORIZED REPRESENTATIVE

POLICY NUMBER: BAP3703064

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Roy Zenere Trucking & Excavating, Inc.

Endorsement Effective Date: 5/1/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP3703064	5/1/2022	5/1/2023				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form Motor Carrier Coverage Form

A. Amended Who Is An Insured

- The following is added to the Who Is An Insured Provision in Section II Covered Autos Liability Coverage:
 The following are also "insureds":
 - a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- 2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment - Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II - Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- **b.** Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto":
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- The Exclusion in Paragraph B.4.a. of Section III Physical Damage Coverage in the Business Auto Coverage
 Form and the Exclusion in Paragraph B.2.c. of Section IV Physical Damage Coverage in the Motor Carrier
 Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage - Comprehensive Coverage - Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos - Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. "Loss"; or
- 5. Destruction.
- 2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos - Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto - World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage - Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In connection with your premises; or
 - In the performance of your ongoing operations.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.				
Policy No.GL03703063	Effective Date: 05/01/2022			

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:
 - 1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - **b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - **b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- **3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - **b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- **(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- **(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- **4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - **b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- **B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- **D.** Solely with respect to the coverage provided by this endorsement:
 - The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- **b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition under Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured - Automatic - Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GL03703063	05/01/2022	05/01/2023		30319000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

STATE OF ILLINOIS)	SS
COUNTY OF COOK)	
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-125, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROY ZENERE TRUCKING AND EXCAVATING FOR CUL-DE-SAC SNOW REMOVAL," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 18, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of October, 2022.

Margno Coron WILLAGE CLERK