

---

---

**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

---

---

**RESOLUTION  
NO. 2023-R-012**

---

---

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND ROADS SAFE TRAFFIC SYSTEMS, INC. FOR THE SCHOOL ZONE FLASHING  
BEACON SIGN ASSEMBLY INSTALLATION PROJECT**

---

---

**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**

---

**RESOLUTION NO. 2023-R-012**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROADSAFE TRAFFIC SYSTEMS, INC. FOR THE SCHOOL ZONE FLASHING BEACON SIGN ASSEMBLY INSTALLATION PROJECT**

**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 ROADSAFE TRAFFIC SYSTEMS, INC., a true and correct copy of such Contract 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 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:

**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 "Contract" be 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**.

**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 Contract.

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


**ADOPTED** this 21st day of February, 2023, 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 21st day of February, 2023, by the President of the Village of Tinley Park.

  
Village President

**ATTEST:**  
  
Village Clerk

# **EXHIBIT 1**

**ROADSAFE TRAFFIC SYSTEMS, INC. FOR THE SCHOOL ZONE FLASHING BEACON SIGN  
ASSEMBLY INSTALLATION PROJECT CONTRACT**

## 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 RoadSafe Traffic Systems (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-Six Thousand, Seven Hundred Thirty-Two Dollars and seventy cents (\$36,732.70). 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 waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
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 Todd Fiegl, as Construction Omerations Mgr. and on behalf  
(Name) (Title)  
of ROADSAFE TRAFFIC SYSTEMS having been duly sworn under oath certifies that:  
(Contractor)

### Business Organization

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

☐ Sole Proprietor or Partnership ☐ LLC  
☒ Corporation ☐ Independent Contractor (Individual)

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

DELEWARE, 9/5/2007

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

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

Federal Employer I.D. #: 26-1084418

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 or any officers of the contractor in the last five (5) years Yes ☐ No ☒

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

---

---

---

---

**EOE Compliance**

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

**Employee Classification**

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

**Professional or Trade Licenses**

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

License	Number	Date Issued	Current Expiration	Holder of License
IDOT Prequalification	5091	8/17/2022	4/30/2023	

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

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

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

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

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

       Form C Additional Information (if required)

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

       Illinois Department of Revenue registration

       Illinois Department of Employment Security registration

       Standards of Apprenticeship/Apprentice Agreements

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

       Written Safety Policy Statement signed by company representative

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

       Workers' Compensation Coverage

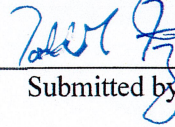
       Professional or Trade Licenses

### Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract 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.

ROADSAFE TRAFFIC SYSTEMS, INC.

Name of Contractor (please print)



Submitted by (signature)

Construction Operations Manager

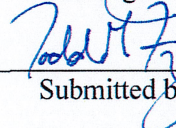
Title

### Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

ROADSAFE TRAFFIC SYSTEMS, INC.

Name of Contractor (please print)



Submitted by (signature)

Construction Operations Manager

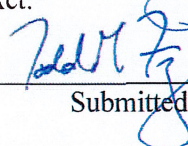
Title

### Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

ROADSAFE TRAFFIC SYSTEMS, INC.

Name of Contractor (please print)



Submitted by (signature)

Construction Operations Manager

Title



### Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

ROADSAFE TRAFFIC SYSTEMS, INC.

Name of Contractor (please print)

Construction Operations Manager

Title

Submitted by (signature)

### 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)

ROADSAFE TRAFFIC SYSTEMS, INC.

Name of Contractor (please print)

Construction Operations Manager

Title

Submitted by (signature)

### 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



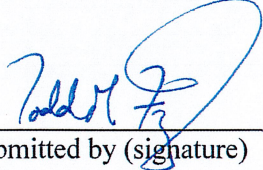
current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

ROADSAFE TRAFFIC SYSTEMS, INC.

Name of Contractor (please print)

Construction Operations Manager

Title

  
Submitted by (signature)

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

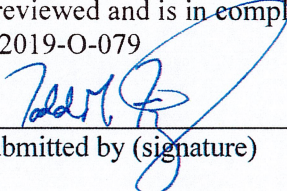
The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

ROADSAFE TRAFFIC SYSTEMS, INC.

Name of Contractor (please print)

Construction Operations Manager

Title

  
Submitted by (signature)

*[Signature Page to Follow]*



RoadSafe Traffic Systems, Inc.  
[Name of Contractor]

BY: Todd M. Fiegl

2/15/2023

Date

Printed Name: Todd M. Fiegl

Title: Construction Operations Manager

**VILLAGE OF TINLEY PARK**

BY: Michael W. Glotz

Michael W. Glotz, Village President  
(required if Contract is \$20,000 or more)

2/21/2023

Date

ATTEST:

Nancy O'Connor

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

2/21/2023

Date

**VILLAGE OF TINLEY PARK**

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

Village Manager

\_\_\_\_\_  
Date

### **SCOPE OF SERVICES**

Attached Scope of work for “School Zone Flashing Beacon Sign Assembly” as detailed in:

- Quote from RoadSafe Traffic Systems, Inc titled: Contractor

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

# Form A

### Subcontractors who will Perform Work on the Project

[illegible]

**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.

[illegible]

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
IDOT DISTRICT 1 SIGN MAINTENANCE	62R38	\$356,900 / 354,666	NONE
COOK COUNTY SIGN PANEL ASS'Y MAINT/	20-8SIGN-00-GM	\$1,074,440 / \$772,594	NONE
IDOT DISTRICT 2 SIGN MAINTENANCE	62R21	\$223,882 / 223,793	NONE
OVERHEAD SIGN STRUCT REPAIRS	RR-21-4595	\$1,069,065 / \$1,091,222	TERRAZAS WORK ZONE SAFETY
PARK FOREST MFT SIGN REPLACEMENT		\$90,349 / \$91,553	NONE

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

Date	Law	Determination	Penalty
		NONE	

VILLAGE OF TINLEY PARK  
School Zone Flashing Beacon Sign Assembly Installation

Issued for Bid  
February 15, 2023

SECTION 004100 BID FORM

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

FROM: ROADSAFE TRAFFIC SYSTEMS, INC.  
1740 INTERNATIONALE PKWY.  
WOODRIDGE, IL 60517

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

---

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 November 21, 2022 titled: Village of Tinley Park; School Zone Flashing Beacon Sign Assembly Installation, located along 80<sup>th</sup> Avenue near 167<sup>th</sup> 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:

Bid	Thirty-Six Thousand seven hundred thirty-two & 70/100	Dollars	<u>36,732.70</u>
			(in figures)

\*\* Bid Amount to include scheduled Contingency Allowance.

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:



VILLAGE OF TINLEY PARK  
School Zone Flashing Beacon Sign Assembly Installation

Issued for Bid  
February 15, 2023

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

ADDENDUM No.	Date
NONE	

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

PreBid Meeting	N/A
Bids Due	February 15, 2023 – 10am
Anticipated Board Authorization	March 2, 2023
Notice of Intent Issued	March 3, 2023
Commence Work on:	March 15, 2023
Actual Work to Commence:	March 30, 2023
Substantial Completion:	July 1, 2023
Final Completion:	August 1, 2023

BID SECURITY:

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

10% BID BOND \_\_\_\_\_ Dollars \_\_\_\_\_

GENERAL STATEMENT:

- A. 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
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

VILLAGE OF TINLEY PARK  
School Zone Flashing Beacon Sign Assembly Installation

Issued for Bid  
February 15, 2023

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

ROADSAFE TRAFFIC SYSTEMS, INC.

Name of Contractor (Typed) Contractor's Signature

SUBCONTRACTOR LISTING: (By Bidders of General Construction category of work):

This proposal has been prepared using sub bids received from the firms listed below:

Classification of Work	Name of Sub-Bidder
	NO SUBS

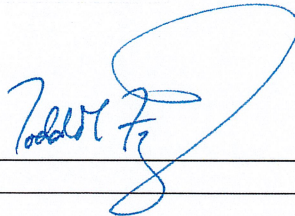
BIDDER SIGNATURE:

Respectfully submitted this 15th day of FEBRUARY, 2023

Legal Name of  
Firm:

ROADSAFE TRAFFIC SYSTEMS, INC.

BY:



VILLAGE OF TINLEY PARK SCHOOL ZONE FLASHING BEACON SIGN ASSEMBLY INSTALLATION (FOR MORE INFORMATION REGARDING THESE ITEMS, SEE PLANS AND SPECIFICATIONS) BID FORM						
ITEM #	ITEM	UNIT	TOTAL	80th Avenue - 167th Street to 170th Place	BASE BID	COST
72000100	SIGN PANEL - TYPE 1	SQ FT	159	159	21.10	3,354.90
72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	76	76	11.70	889.20
72400710	RELOCATE SIGN PANEL - TYPE 1	SQ FT	33	33	16.00	528.00
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	330	330	15.50	5,115.00
87502520	TRAFFIC SIGNAL POST, GALVANIZED STEEL 18 FT.	EACH	2	2	2,282.30	4,564.60
87800100	CONCRETE FOUNDATION, TYPE A	FOOT	8	8	477.30	3,818.40
Z0051398	REMOVE EXISTING SIGN POST	EACH	11	11	40.00	444.40
*	TRAFFIC CONTROL AND PROTECTION, COMPLETE	EACH	1	1	500.00	500.00
**	FLASHING BEACON INSTALLATION, SOLAR POWERED	EACH	2	2	6,259.10	12,518.20

BIDDER'S TOTAL PROPOSAL FOR COMPLETING ALL OF THE ABOVE IMPROVEMENTS: \$31,732.70

**CERTIFICATION**

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



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

RoadSafe Traffic Systems, Inc.  
12225 Disk Drive  
Romeoville, IL 60446

### SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Tinley Park  
16250 South Oak Park Ave.  
Tinley Park, IL 60477

**BOND AMOUNT:** \$ 10%

Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

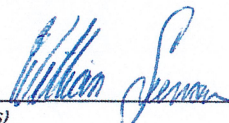
School Zone Flashing Beacon Sign Assembly Installation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

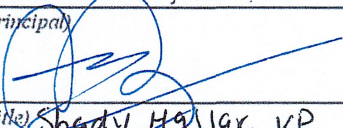
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

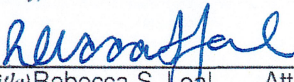
Signed and sealed this 15th day of February, 2023

  
(Witness)

RoadSafe Traffic Systems, Inc.  
(Principal) (Seal)

By:   
(Title) Shady Hajar, VP, HSG-East

Federal Insurance Company  
(Surety) (Seal)

By:   
(Title) Rebecca S. Leal Attorney-in-Fact

Surety Phone No. 215-640-1000

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christy M. Braille, Jeffrey C. Carey, Mary T. Flanagan, Tahitia M. Fry, C. Stephens Griggs, Erin C. Lavin, Veronica Lawver, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Hillary D. Shepard, Evan D. Sizemore of Kansas City, Missouri -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 8<sup>th</sup> day of November, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 8<sup>th</sup> day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 18, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 15, 2023.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Tel: phone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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. 2023-R-012, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROADSAFE TRAFFIC SYSTEMS, INC. FOR THE SCHOOL ZONE FLASHING BEACON SIGN ASSEMBLY INSTALLATION PROJECT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of February, 2023.

  
\_\_\_\_\_  
VILLAGE CLERK