
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-133

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

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

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2023-R-133

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

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 & Excavating, 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 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw

NAYS: None

ABSENT: Sullivan

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:

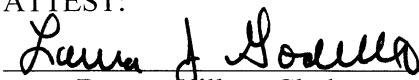

Deputy Village Clerk

EXHIBIT 1

CONTRACT WITH ROY ZENERE TRUCKING & EXCAVATING FOR SNOW REMOVAL – CUL-DE- SACS

Village of Tinley Park
SERVICE CONTRACT
SNOW REMOVAL CUL-DE-SACS

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and **Roy Zenere Trucking & 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 **Five hundred twelve thousand five hundred and ninety dollars 00 Cents (\$512,590.00)**. 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 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 on or before the dates specified in the Contract, unless otherwise agreed upon by the Village Engineer.
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 and/or Will 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 Stephanie Sims-Ozment, as Account Manager/Project Mgr and on behalf
(Name) (Title)
of Roy Tenere Trucking & Excavating, having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

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

If Contractor/Subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois, January 23, 1963

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

Describe supporting documentation attached: Secretary of State Certificate of Good Standing

Federal Employer I.D. #: 36-2419036

Social Security # (if an individual or sole proprietor): N/A

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): document showing contractor name and registration #

Registered with Illinois Department of Employment Security: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): document showing contractor name and registration #

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:

N/A

Equal Opportunity Employer 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
		<u>N/A</u>		

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

N/A

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

N/A

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.

CS

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.

N/A

Form C: Additional Information (if required)

CS

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

CS

Illinois Department of Revenue registration

CS

Illinois Department of Employment Security registration

N/A

Standards of Apprenticeship/Apprentice Agreements

CS

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

CS

Written Safety Policy Statement signed by company representative

CS

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

CS

Workers' Compensation Coverage

N/A

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.

Stephanie Sims-Ozment
Name of Contractor (please print)

Stephanie Sims-Ozment
Submitted by (signature)

Account Manager
Title

Certificate of Compliance with Illinois Human Rights Act:

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

Polzener Trucking & Excavating Stephanie Sims-Ozment
Name of Contractor (please print) Submitted by (signature)
Account Manager / Project 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.

Polzener Trucking & Excavating Stephanie Sims-Ozment
Name of Contractor (please print) Submitted by (signature)
Account Manager / Project 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.

Stephanie Sims-Ozment Stephanie Sims-Ozment
Name of Contractor (please print) Submitted by (signature)
Account Manager / Project Manager
Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act:

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635).

(Cross out either A or B depending upon which certification is correct)

Roy Zenere Trucking & Excavating, Inc. Stephen J. Sturges
Name of Contractor (please print) Submitted by (signature)
Account Manager / Project Manager
Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

This contract calls for the construction of a "public Work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the Work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and Subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Roy Zenere Trucking & Excavating, Inc. Stephen J. Sturges
Name of Contractor (please print) Submitted by (signature)
Account Manager / Project 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. 2022-O-032.

Roy Zenere Trucking & Excavating, Inc. Stephen J. Sturges
Name of Contractor (please print) Submitted by (signature)
Account Manager / Project Manager
Title

[Signature Page to Follow]

CONTRACTOR

BY:

Stephanie Sims-Ozment
Name

10/10/2023
Date

Stephanie Sims-Ozment
Printed Name

Account Manager / Project Manager
Title

VILLAGE OF TINLEY PARK

BY:

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

10-17-2023
Date

ATTEST

BY:

Laura J. Gault
Deputy Village Clerk
(required if Contract is \$20,000 or more)

10-17-2023
Date

VILLAGE OF TINLEY PARK

BY:

Village Manager

Date

Proposal Sheet

The undersigned herewith submits a proposal on cul-de-sac snow removal at various locations throughout the Village of Tinley Park in accordance with the attached documents. **All price totals must be a flat rate.** All proposals must be submitted to the Village Hall, Village of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL 60477 by 10:30 A.M. on October 10, 2023.

Complete Clearing Operations- 2" to 6" of snow or ice.				
Item number:	Flat Rate			
	Weekday	Weekday evenings	Saturday	Sun./Holiday
255 Cul-de-sacs 2-6"				
Route 1 Northern middle 32 cul-de-sacs	\$1048.00	\$1048.00	\$1048.00	\$1048.00
Route 2 North-West Tinley Park 29 cul-de-sacs	\$1675.00	\$1675.00	\$1675.00	\$1675.00
Route 3 East Tinley Park 58 cul-de-sacs	\$3350.00	\$3350.00	\$3350.00	\$3350.00
Route 4 West Tinley Park 37 cul-de-sacs	\$2137.00	\$2137.00	\$2137.00	\$2137.00
Route 5 West Tinley Park 20 cul-de-sacs	\$1155.00	\$1155.00	\$1155.00	\$1155.00
Route 6 South-West Tinley Park 27 cul-de-sacs	\$1560.00	\$1560.00	\$1560.00	\$1560.00
Route 7 South-West Tinley Park 40 cul-de-sacs	\$2310.00	\$2310.00	\$2310.00	\$2310.00
Route 8 South-East Tinley Park 12 cul-de-sacs	\$693.00	\$693.00	\$693.00	\$693.00
Sub total	\$14728.00	\$14728.00	\$14728.00	\$14728.00

Complete Clearing Operations- 6" to 10" of snow or ice.

Item number:	<i>Flat Rate</i>			
	Weekday	Weekday evenings	Saturday	Sun./Holiday
255 Cul-de-sacs 6-10"				
Route 1 Northern middle 32 cul-de-sacs	\$2688.00	\$2688.00	\$2688.00	\$2688.00
Route 2 North-West Tinley Park 29 cul-de-sacs	\$2436.00	\$2436.00	\$2436.00	\$2436.00
Route 3 East Tinley Park 58 cul-de-sacs	\$4872.00	\$4872.00	\$4872.00	\$4872.00
Route 4 West Tinley Park 37 cul-de-sacs	\$3108.00	\$3108.00	\$3108.00	\$3108.00
Route 5 West Tinley Park 20 cul-de-sacs	\$1680.00	\$1680.00	\$1680.00	\$1680.00
Route 6 South-West Tinley Park 27 cul-de-sacs	\$2268.00	\$2268.00	\$2268.00	\$2268.00
Route 7 South-West Tinley Park 40 cul-de-sacs	\$3360.00	\$3360.00	\$3360.00	\$3360.00
Route 8 South-East Tinley Park 12 cul-de-sacs	\$1008.00	\$1008.00	\$1008.00	\$1008.00
Sub total	\$21420.00	\$21420.00	\$21420.00	\$21420.00

Complete Clearing Operations- 10" to 18" of snow or ice.

Item number:	<i>Flat Rate</i>			
	Weekday	Weekday evenings	Saturday	Sun./Holiday
255 Cul-de-sacs 10-18"				
Route 1 Northern middle 32 cul-de-sacs	3528.00	3528.00	3528.00	3528.00

Route 2 North-West Tinley Park 29 cul-de-sacs	\$ 3297.00	\$ 3297.00	\$ 3297.00	\$ 3297.00
Route 3 East Tinley Park 58 cul-de-sacs	\$ 6395.00	\$ 6395.00	\$ 6395.00	\$ 6395.00
Route 4 West Tinley Park 37 cul-de-sacs	\$ 4000.00	\$ 4000.00	\$ 4000.00	\$ 4000.00
Route 5 West Tinley Park 20 cul-de-sacs	\$ 2205.00	\$ 2205.00	\$ 2205.00	\$ 2205.00
Route 6 South-West Tinley Park 27 cul-de-sacs	\$ 2977.00	\$ 2977.00	\$ 2977.00	\$ 2977.00
Route 7 South-West Tinley Park 40 cul-de-sacs	\$ 4410.00	\$ 4410.00	\$ 4410.00	\$ 4410.00
Route 8 South-East Tinley Park 12 cul-de-sacs	\$ 1323.00	\$ 1323.00	\$ 1323.00	\$ 1323.00
Sub total	\$ 28215.00	\$ 28215.00	\$ 28215.00	\$ 28215.00

255 Cul-de-sacs 2-6" 7 events	\$ 14720.00 7	\$ 14720.00 7	\$ 14720.00 7	\$ 14720.00 7
	\$ 103,096.00	\$ 103,096.00	\$ 103,096.00	\$ 103,096.00
255 Cul-de-sacs 6-10" 2 events	\$ 21420.00 2	\$ 21420.00 2	\$ 21420.00 2	\$ 21420.00 2
	\$ 42840.00	\$ 42840.00	\$ 42840.00	\$ 42840.00
255 Cul-de-sacs 10-18" 1 event	\$ 28215.00 1	\$ 28215.00 1	\$ 28215.00 1	\$ 28215.00 1
	\$ 28215.00	\$ 28215.00	\$ 28215.00	\$ 28215.00

Total: \$174,151.00 →

Fill in percentages
increase if there is
any

2023-2024

\$ 174,151.00

2024-2025

5% 0%	\$ 182,858.00
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2025-2026

5% 0%	\$ 192,000.00
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*If the contract is
extended for
additional years will
there be an increase
in the price per year?
And if yes what will
the increase be?*

CERTIFICATIONS BY CONTRACTOR

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.

Roy Zehere Trucking & Excavating [Signature]
Name of Contractor (please print) Submitted by (signature)
Account Manager/Project Manager
Title

Certificate of Compliance with Illinois Human Rights Act

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

Roy Zehere Trucking & Excavating [Signature]
Name of Contractor (please print) Submitted by (signature)
Account Manager/Project Manager
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Roy Zehere Trucking & Excavating [Signature]
Name of Contractor (please print) Submitted by (signature)
Account Manager/Project Manager
Title

Certificate Regarding Sexual Harassment Policy

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

Roy Zener Trucking & Excavating [Signature]
Name of Contractor (please print) Submitted by (signature)
Account Manager/Project Manager
Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- ☒ A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- ☐ B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

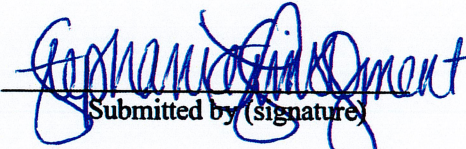
(Cross out either A or B depending upon which certification is correct)

Roy Zener Trucking & Excavating [Signature]
Name of Contractor (please print) Submitted by (signature)
Account Manager/
Title Project Manager

Certificate of Compliance with Prevailing Wage Requirements

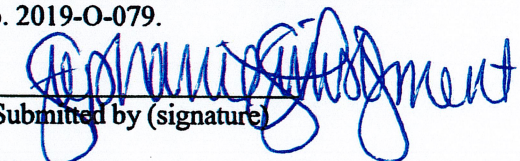
The undersigned hereby certifies that:

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 Zener Trucking & Excavating 
Name of Contractor (please print) Submitted by (signature)
Account Manager / Project 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-O-079.

Roy Zener Trucking & Excavating 
Name of Contractor (please print) Submitted by (signature)
Account Manager / Project Manager
Title

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.

Roylene Trucking & Excavating
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Account Manager /
Title Project manager

EXHIBIT A

Employee Name: Dominic Manzella

Part C: Maintain Health Benefits

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact Amanda Schreck at 708-444-5050 / ASchreck@tinleypark.org.

You have a minimum grace period of (☒ 30-days or ☐ _____ *indicate longer period, if applicable*) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

Part D: Other Employee Benefits

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact Amanda Schreck at 708-444-5090 / ASchreck@tinleypark.org.

Part E: Return-to-Work Requirements

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

Part F: Other Requirements While on FMLA Leave

While on leave you (☒ will be / ☐ will not be) required to furnish us with periodic reports of your status and intent to return to work every on a regular basis following scheduled medical appointments, minimum monthly.

(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).

If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

Village of Tinley Park
Cul-de-sac Snow Removal 2023
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, 2023 through April 30, 2024** with two (2) one-year extension options. 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. This 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 10/10/2023

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. TIME IS OF THE ESSENCE in arriving at the scene to commence snow removal efforts. To insure uninterrupted traffic flow in the cul-de-sacs, CALLS-OUTS SHALL BE ANSWERED PROMPTLY and EXTRAORDINARY EFFORT SHALL BE EXERTED BY THE CONTRACTOR TO RENDER THIS SERVICE. THIS PROPOSAL MUST TAKE PRIORITY OVER ALL OTHER WORK.

The contractor shall provide the following:

- A. The contractor shall, always, maintain a full crew of qualified personnel to perform the work required and described herein. The crew 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. 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-de-sac 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 required 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 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.

Bids Due 10/10/2023

- H. Depth of snow accumulation is measured at the time each plowing operation commences. The Village shall determine the depth of snow for the 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. 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.

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:

Bids Due 10/10/2023

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 2023-April 2024. 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.

Bids Due 10/10/2023

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 Mulqueeney

kmulqueeney@tinleypark.org

708-444-5527

Steve Grossi

sgrossi@tinleypark.org

708-444-5526

Steve Nemecek

snemecek@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.

Bids Due 10/10/2023

Tinley Cul-de-sac Snow Removal

02925-5

Snow Removal

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.

Bids Due 10/10/2023

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.

Bids Due 10/10/2023

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 an 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 start-up issues and requirements shall be scheduled upon Contract award.**

Attendance by the Contractor at all scheduled meetings shall be mandatory. The Contractor shall have a sufficient number of management level personnel (e.g., owner, superintendent, foremen) with decision-making authority available to attend meetings when scheduled. In any year of the Contract, if the Contractor fails to attend meetings, V.O.T.P. may seek corrective measures that could include delays in the processing of Contractor's invoice.

STAFFING PLAN

The Contractor Shall be responsible for employing and assigning a staff of competent personnel who are fully licensed, insured and qualified to perform the snow and ice control 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.

Bids Due 10/10/2023

Tinley Cul-de-sac Snow Removal

02925-8

Snow Removal

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 homeowner 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, 2023 through April 30th 2024** with the option for the Village to add **November 15, 2024 through April 30th 2025 and November 15th 2025 through April 30th 2026**. 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 employees were 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 10/10/2023

Tinley Cul-de-sac Snow Removal

02925-9

Snow Removal

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

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467		CONTACT NAME: PHONE (A/C, No, Ext): 708-845-3000 FAX (A/C, No): E-MAIL ADDRESS: certificates@thehortongroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	
		INSURER B: Berkley National Insurance Co.	
		INSURER C: Travelers Property Casualty Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1500007158	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL03703063	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y	Y	BAP3703064	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-0S902872-22-NF	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3703062	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment			MNP1000769	5/1/2023	5/1/2024	Per Item \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 contract.

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

CERTIFICATE HOLDER**CANCELLATION**

Village of Tinley Park 16250 Oak Park Avenue Tinley Park IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, 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-133, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROY ZENERE TRUCKING & EXCAVATING FOR SNOW REMOVAL – CUL-DE-SACS**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October 2023.

VILLAGE CLERK