THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2024-R-068

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND DAVIS CONCRETE CONSTRUCTION COMPANY FOR THE 2024 SIDEWALK FLATWORK AND CURB PROGRAM

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

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

RESOLUTION NO. 2024-R-068

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND DAVIS CONCRETE CONSTRUCTION COMPANY FOR THE 2024 SIDEWALK FLATWORK AND CURB PROGRAM

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 Davis Concrete Construction Company, 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.

<u>Section 2</u>: 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 4th day of June, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED this 4th day of June, 2024, by the President of the Village of Tipley Park

Village President

VIIIage Clerk

EXHIBIT 1

A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND DAVIS CONCRETE CONSTRUCTION COMPANY FOR THE 2024 SIDEWALK FLATWORK AND CURB PROGRAM

Village of Tinley Park

SERVICE CONTRACT

2024 Concrete Flatwork and Curb Program Renewal Year 2 of 3

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and **Davis Concrete Construction Co.** (the "Contractor"), for the Project or Work described in Exhibit A, attached hereto and made a part hereof.

- 1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
- 2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Two Hundred Thousand Dollars and Zero** Cents (\$200,000.00). 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 Christopher P. Davis | , as Corporate Secretary | and on behalf |
|--|--|---------------|
| (Name) | (Title) | |
| of Davis Concrete Construction Co. (Contractor) | having been duly sworn under oath certifie | es that: |
| <u>B</u> | usiness Organization: | |
| The form of business organization of the Contractor | or is (check one): | |
| Sole Proprietor or Partnership | LLC | |
| X Corporation | Independent Contractor (Individual) | |
| If Contractor/Subcontractor is a corporation, indicate | ate the state and the date of incorporation: | |
| Illinois - 1970 | | |
| Authorized to do business in the State of Illinois: | Yes [x] No [] | |
| Describe supporting documentation attached: | SEE ATTACHMENT B | |
| Federal Employer I.D. #: 36-268841 | _ | |
| Social Security # (if an individual or sole proprieto | or): | |
| Registered with Illinois Department of Revenue: | Yes [x] No [] | |
| Describe supporting documentation attached (if "Y | No." explain): SEE ATTACHMENT B | |

| Registered with Illinois De | epartment of Employment Se | ecurity: Ye | s [X] No [] | | |
|--|---|--|---|---------------------------------------|----------------|
| Describe supporting docum | mentation attached (if "No," | explain): | SEE ATTACI | HMENT B | |
| | Tax Liens | or Tax Delin | iquencies: | | |
| Disclosure of any federal, in the last five (5) years: | state or local tax liens or tax Yes [] No [x] | delinquencies | s against the con | tractor of any officers of | the contractor |
| "No" means "not applicab | le". If "yes", describe lien/d | delinquencies | and resolution: | | |
| | | Residence of the Control of the Cont | *************************************** | | |
| | Equal Opportu | inity Employ | er Compliance | <u> </u> | |
| Executive Order No. 112 | te with provisions of Section 46 as amended by Execution [X] No [X] | | | | |
| | Employers Who will perform Work on the state and federal laws a | | re properly clas | | |
| | <u>Professio</u> | nal or Trade | Licenses: | | |
| Contractor will possess all | l applicable professional and | l trade license | s required for p | erforming the Contract W Yes [X] N | |
| License NONE REQUIRED | Number | Date Issued | Current Expiration | Holder of License | |
| | | | | | |
| If any of the above license | e(s) have been revoked or su | spended, state | e the date and re | ason for suspension/revo | cation: |
| | | | | | |

ATTACHMENT B

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue
Illinois Business Authorization

DAVIS CONCRETE CONSTRUCTION CO

Loc. Code: 016-0031-1-001

Alsip

Cook County

11633 S MAYFIELD AVE ALSIP IL 60803-6007

Expiration Date: 6/30/2024

Certificate of Registration

OFFICIAL DOCUMENT

Sales and use taxes and fees

(1062 - 1342)

Issued Date: 05/01/2023

IDOR-50-A (R-03/23)

ATTACHMENT B

NV3X

Date Printed

03/04/2024 9:50:53 AM

5

Name

DAVIS CONCRETE

Federal Employer ID #

36-2688841

UI Account Number

0342091

Filing Period

03/31/2024

Submitted By

Jim Grutzius

Employees

Logon

davisconcrete

Date Submitted

03/04/2024 9:50:46 AN

Confirmation Number

1-208-584-752

Month 2 Wage Report

Jim Grutzius (Logon davisconcrete) filed this document with the Illinois Department of Employment Security on 03/04/2024 at 9:50:46 AM and agreed to the following statement: "I certify under penalty of law that the information." contained in this filing is true and correct to the best of my knowledge and belief. I understand that by checking "I Agree", I permanently affix my signature pursuant to the Electronic Commerce Security Act, 5 ILCS 175/1-101 through 99-1."

Wage Report Summary

Total Reported Wages

\$16,155.60

\$0.00

Unallocated Wages T

| Total Monthly Wages | \$16,155.60 | | | |
|----------------------|-------------|-------------|----------------|------------------|
| Worker SSN | Last Name | First Name | Middle Initial | Total Wages Paid |
| ***-**-5278 | Davis IV | Charles | | \$5,840.00 |
| ***-**-1050 | Davis | Zachary | | \$3,200.00 |
| ***-**-9471 | Davis | Christopher | | \$4,920.00 |
| *** - **-1963 | Ulloa | Antonio | | \$115.60 |
| ***-**-5582 | Davis III | Charles | | \$2 080 00 |

| entation At | tached (Contractor must initial next to each item): | | | | | |
|---|---|--|--|--|--|--|
| Form A: | Name and address of Subcontractors from whom Contractor has accepted a bid or intends to hire to perform Work on any part of the project. | | | | | |
| | NOTE: All Subcontractors shall complete and submit an Affidavit of Compliance no later than the date the Subcontractor commences Work on the project. | | | | | |
| Form B: | List of individuals who will perform Work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan. | | | | | |
| Form C: | Additional Information (if required) | | | | | |
| | of Good Standing idence of compliance with laws pre-requisite to doing business in the state) | | | | | |
| Illinois Dep | artment of Revenue registration | | | | | |
| Illinois Dep | artment of Employment Security registration | | | | | |
| Standards of Apprenticeship/Apprentice Agreements | | | | | | |
| Substance A | substance Abuse Prevention program (or applicable provision from CBA in effect) | | | | | |
| Written Safe | Written Safety Policy Statement signed by company representative | | | | | |
| OSHA card | OSHA cards evidencing 10-hour or greater safety program completed, if requested | | | | | |

Eligibility to Contract:

Workers' Compensation Coverage

Professional or Trade Licenses

| The undersigned hereby certifies that the Contraresult of a violation of either the bid-rigging or amended. | actor is not barred from bidding on or entering into this contractor as a bid-rotati |
|---|--|
| Davis Concrete Construction Co. | |
| Name of Contractor (please print) | Submitted by (signature) |
| Corporate Secretary | |
| Title | |

Certificate of Compliance with Illinois Human Rights Act:

| The undersigned hereby certifies that the Contractor is in amended and the Illinois Human Rights Act as amended. | Rights Act as |
|--|---|
| Davis Concrete Construction Co. Name of Contractor (please print) | Submitted by (signature) |
| Corporate Secretary Title | |
| Certificate of Compliance wit | h Illinois Drug-Free Workplace Act: |
| The undersigned, having 25 or more employees, does here Workplace Act (30 ILCS 580/3) that it shall provide a dru of the Work under the contract by complying with the requestifies, that it is not ineligible for award of this contract Workplace Act. | eby certify pursuant to section 3 of the Illinois Drug Free ig-free Workplace for all employees engaged in the performance uirements of the Illinois Drug-Free Workplace Act and, further inois Drug-Free |
| Davis Concrete Construction Co. Name of Contractor (please print) | Submitted by (signature) |
| Corporate Secretary Title | |
| Certificate Regarding | g Sexual Harassment Policy: |
| it has a written sexual harassment policy that includes, at sexual harassment; (ii) the definition of sexual harassment utilizing examples; (iv) an internal complaint process incomplaint process available through the Department of H how to contact the Department of Human Rights and Human Rights | uman Rights and Human Rights Commission; (vi) direction on |
| Davis Concrete Construction Co. Name of Contractor (please print) | Submitted by (signature) |
| Corporate Secretary Title | |

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

The undersigned hereby certifies that:

Title

- 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 certificate | ation is correct). |
|---|---|
| Davis Concrete Construction Co. Name of Contractor (please print) | Submitted by (signature) |
| Corporate Secretary | |
| Title | |
| Certificate of Compliance | with Prevailing Wage Requirements: |
| ILCS 130/.01 et seq. ("the Act"). The Act requires cont performing services on public works projects no less the amount for fringe benefits) in the county where the Work on its website at http://www.state.il.us/agency/idol/rates the Contractor/Subcontractor has an obligation to check For information regarding current prevailing wage rate | ork," within the meaning of the Illinois Prevailing Wage Act, 820 ractors and Subcontractors to pay laborers, workers and mechanics can the current "prevailing rate of wages" (hourly cash wages plus k is performed. The Department publishes the prevailing wage rates strates.HTM. The Department revises the prevailing wage rates and k the Department's web site for revisions to prevailing wage rates. es, please refer to the Illinois Department of Labor's website. All der this contract must comply with all requirements of the Act, not |
| Davis Concrete Construction Co. | |
| Name of Contractor (please print) | Submitted by (signature) |
| Corporate Secretary Title | |
| Certificate of Compliance with the Villa | age of Tinley Park Responsible Bidder Ordinance: |
| The undersigned or the entity making the proposal or bi Responsible Bidder Ordinance No. 2022-O-032. | d has reviewed and is in compliance with the Village of Tinley Park |
| Davis Concrete Construction Co. | |
| Name of Contractor (please print) | Submitted by (signature) |
| Corporate Secretary | |

[Signature Page to Follow]

CONTRACTOR

| BY: | Davis Concrete Construction Co. | 5/14/24 |
|-------------|--|--------------|
| | Name | Date |
| | | |
| | Printed Name Christopher & Davis | |
| | Corporate Secretary | |
| | Title | |
| | | |
| | | |
| VILL. | AGE OF TINLEY PARK | |
| | | |
| BY: | | June 4, 2024 |
| | (required if Contract is \$20,000 or more) | Date |
| | | |
| | | |
| ATTE | ST | |
| | | |
| BY: | | June 4, 2024 |
| | Village Clerk U | Date |
| | (required if Contract is \$20,000 or more) | |
| | | |
| VILL | AGE OF TINLEY PARK | |
| | | |
| BY: | · · | |
| <i>D</i> 1. | Village Manager | Date |
| | | |

EXHIBIT A:

SCOPE OF SERVICES

The proposed Work consists of removal, replacement and construction of new concrete sidewalk, curb and gutter, and driveways at various locations throughout the Village as determined by Staff.

EXHIBIT B:

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

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

SILVE-6

OP ID: KR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

05/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 | 847-367-2633 | CONTACT Brian Davis NAME: PHONE (AJC, No, Ext): 847-367-2633 | FAX (A/C, No): 847-36 | 67-2636 |
|---|--------------|--|--------------------------|---------|
| Vernon Hills, IL 60061 Paul Chason | | E-MAIL ADDRESS: | | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A : Selective Insurance | | 19259 |
| INSURED Silvestri Paving Company Davis Concrete Construction Co | | INSURER B : Underwriters at Lloyds London | | 085202 |
| | | INSURER C: | | |
| 11244 W. Manhattan-Monee Rd. Monee, IL 60449 | | INSURER D : | | |
| | | INSURER E : | | |
| | | INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | | TYPE OF INSURANCE | ADDL | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | | LIMITS | | |
|-------------|-----|---|------|-----|----------------|----------------------------|--------------|---|----|-----------|
| A | Х | COMMERCIAL GENERAL LIABILITY | INSD | WVD | TOLIOT NUMBER | (MIN/OD/YYYY) | (MM/DD/YYYY) | EACH OCCURRENCE | \$ | 1,000,000 |
| | | CLAIMS-MADE X OCCUR | x | | S2320421 | 02/15/2024 | 02/15/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 500,000 |
| | X | XCU Cov Incl | | | | | | MED EXP (Any one person) | \$ | 15,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | GEN | LAGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | | POLICY X PRO: LOC | | | | | | PRODUCTS - COMP/OP AGG | s | 2,000,000 |
| | | OTHER: | | | | | | | \$ | |
| Α | | OMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| | X | ANY AUTO | | | S2320421 | 02/15/2024 | 02/15/2025 | BODILY INJURY (Per person) | \$ | |
| | | OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ | |
| | X | AUTOS ONLY X NON-SWNED | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | | \$ | |
| Α | X | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | \$ | 5,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | | | S2320421 | 02/15/2024 | 02/15/2025 | AGGREGATE | s | 5,000,000 |
| | 10 | DED X RETENTION\$ | | | | | | | \$ | |
| Α | WOF | RKERS COMPENSATION EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH- | | |
| | ANY | PROPRIETOR/PARTNER/EXECUTIVE TO | N/A | | WC9135459 | 02/15/2024 | 02/15/2025 | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | | idatory in NH) | N/A | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 |
| | DÉS | s, describe under CRIPTION OF OPERATIONS below | 1 | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
| В | Pol | lution Liabilit | | | ENP 0002747-06 | 10/01/2023 | 10/01/2024 | Pollution | | 1,000,000 |
| | | | | | | | | | | |
| | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job 11-23 - Tinley Park - 2024 Concrete Flatwork and Curb Program Renewal year 2 of 3. Addl insds are added to the GL policy w/respect to work primd by the named insds as required by signed written contract: Village of Tinley Park.

| CEDI | | TE U | | 100 |
|------|---------|------|-----|-----|
| LEKI | TIFICA' | | ULL | JER |

VILLTIN

CANCELLATION

Village of Tinley Park 16250 South 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.

ACORD 25 (2016/03)

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FORM A:

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

| Name | Address | Work to be Performed | | | | | |
|--|-------------------------------------|----------------------|--|--|--|--|--|
| N/A - ALL WORK TO BE S | N/A - ALL WORK TO BE SELF-PERFORMED | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
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FORM B:

Individuals who will perform Work on the project.

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

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

| Name | E/I | Trade | WC - Y/N | County of residence |
|------|-----|---------------|----------|---------------------|
| | E | Cement Finish | | |
| | E | Laborer | Υ | |
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FORM C:

Additional Information Required:

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

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

| Public Body/ Project Name/Year | Reference Name/ | Original Price/ Final price | |
|-----------------------------------|-----------------|--------------------------------|----------------|
| Project Name/Year | Phone # | Final price | Subcontractors |
| N/A | | | |
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Item II:

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

| Date | Law | Determination | Penalty | |
|--------------|-----|---------------|---------|--|
| N/A | | | | |
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SCHEDULE OF PRICES

Project: 2023 Concrete Flatwork and Curb Program

| Item No. | Item Description | Unit | Quantity | Unit Price | Total Price |
|----------|---|--------|----------|--------------|-----------------|
| . 1 | Sidewalk Removal - Special | Sq Ft | 4,000 | \$ 0.25 | \$ 1,000.00 |
| 2 | Driveway Pavement Removal | Sq Yd | 350 | \$ 23.00 | \$ 8,050.00 |
| 3 | Portland Cement Concrete Sidewalk, 5" - Special | Sq Ft | 3,500 | \$ 22.50 | \$ 78,750.0 |
| 4 | Portland Cement Concrete Sidewalk. 7" - Special | Sq Ft | 500 | \$ 23.50 | \$ 11,750.0 |
| 5 | Aggregate Base Course, Type B, 4" | Sq Yd | 500 | \$ 1.00 | \$ 500.0 |
| 6 | Detectable Warning Plate - Special | Sq Ft | 500 | \$ 17.00 | \$ 8,500.0 |
| 7 | Earth Excavation - Special | Cu Yd | 500 | \$ 8.00 | \$ 4,000.0 |
| 8 | Combination Curb and Gutter Removal and Replacement - Special | Lin Ft | 700 | \$ 42.00 | \$ 29,400.0 |
| 9 | Portland Cement Concrete Driveway Pavement, 7" - Special | Sq Yd | 100 | \$ 93.00 | \$ 9,300.0 |
| 10 | PCC Patching | Sq Yd | 100 | \$ 100.00 | \$ 10,000.0 |
| 11 | Hot-Mix Asphalt Drivevay Pavement. 3 st - Special | Sq Yd | 150 | \$ 32.00 | \$ 4,800.0 |
| 12 | Manholes to be Adjusted | Each | 10 | \$ 200.00 | \$ 2,000.0 |
| 13 | Valve Boxes to be Adjusted | Each | 10 | \$ 100.00 | \$ 1,000.0 |
| 14 | Topsoil Furnish and Place, 4" - Special | Sq Yd | 500 | \$ 6.00 | \$ 3,000.0 |
| 15 | Sodding, Special | Sq Yd | 500 | \$ 8.00 | \$ 4,000.0 |
| 16 | Perimeter Erosion Barrier | Lin Ft | 200 | \$ 1.00 | \$ 200.0 |
| 17 | Hot-Mix Asphalt Surface Patch - 6" | Sq Yd | 300 | \$ 48.00 | \$ 14,400.0 |
| | | | | Bid Total: | \$ 190,650.0 |

| IST YEAR RENEWAL % I | NCREASE (MAY 1, 2024 TO APRIL 30, 2025 | 10% |
|----------------------|--|--------|
| | NCREASE (MAY 1, 2025 TO APRIL 30, 2026 | P 43 i |

The following Addendums have been acknowledged:

^{*} Bid award will be based on the 2023 unit prices.

^{*} The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village.

| 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. 2024-R-068, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND DAVIS CONCRETE CONSTRUCTION COMPANY FOR THE 2024 SIDEWALK FLATWORK AND CURB PROGRAM," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 4, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of June, 2024.

VI**U**LAGE CLERK