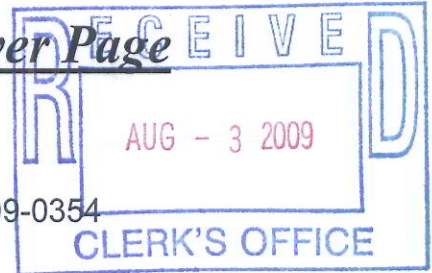


*Clerk's Contract and Agreement Cover Page*



**Year:** 2009

**Legistar File ID#:** 2009-0354

**Multi Year:**

**Amount** \$19,935.00

---

**Contract Type:**

Small Construction/Inst

**Contractor's Name:**

Kats & Sons Construction, Inc.

**Contractor's AKA:**

**Execution Date:**

7/23/2009

**Termination Date:**

9/30/2009

**Renewal Date:**

**Department:**

Public Works/Streets

**Originating Person:**

Tom Martin

**Contract Description:** 159th Street Sidewalk Extension (Every Bloomin Thing)

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

August 3, 2009

Mr. Richard Kats  
Kats & Sons, Inc.  
11340 Southwest Highway  
Palos Hills, Illinois 60465

**RE: *NOTICE TO PROCEED***  
***159<sup>th</sup> Street Sidewalk Extension (Every Bloomin Thing)***

Dear Mr. Kats:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of July 24, 2009.

Please contact Tom Martin at 708-403-6103 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated July 23, 2009 in an amount not to exceed Nineteen Thousand Nine Hundred Thirty-Five and No/100 (\$19,935.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: Tom Martin  
Judy Konow

**VILLAGE OF ORLAND PARK**  
**159<sup>th</sup> Street Sidewalk Extension**  
(Contract for Small Construction or Installation Project)

This Contract is made this **23rd day of July, 2009** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Kats & Sons, Inc. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract  
The Terms and General Conditions pertaining to the Contract  
The Proposal submitted by Contractor on April 15, 2009 (revised April 16, 2009) to the extent it does not conflict with this contract.  
All Certifications required by the VILLAGE  
Certificates of Insurance  
~~Performance and Payment Bonds required by the VILLAGE~~

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Excavation and concrete work for new sidewalks east and west of 77<sup>th</sup> Avenue along 159<sup>th</sup> Street, as per walk-thru meeting and plan by RJR dated March 28, 2007

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S Proposal and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:



Unit Prices (if any):

Sidewalk East of 77 <sup>th</sup> Avenue	\$ 12,715.00
Sidewalk West of 77 <sup>th</sup> Avenue	\$ 7,220.00

TOTAL: an amount not to exceed Nineteen Thousand Nine Hundred Thirty-Five and No/100 (\$19,935.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by September 30, 2009 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator

Village of Orland Park

14700 South Ravinia Avenue

Orland Park, Illinois 60462

To the CONTRACTOR:

Rich Kats

Kats & Sons, Inc.

11340 Southwest Highway

Palos Hills, Illinois 60465

Telephone: 708-403-6173

Telephone: 708-974-3440

Facsimile: 708-403-9212

Facsimile: 708-974-4667

e-mail: [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

e-mail: [katsconcrete@sbcglobal.net](mailto:katsconcrete@sbcglobal.net)

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.





**SECTION 8: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 9: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 10: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE  
By:   
Print name: Paul G. GRIMES  
Its: Village Manager  
Date: 7/23/09

FOR: THE CONTRACTOR  
By:   
Print name: Richard S. Kats  
Its: Vice President  
Date: July 23, 2009

## VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and KATS & SONS, INC. (the "CONTRACTOR") for 159<sup>th</sup> Street Sidewalk Extension (the "WORK") dated July 23, 2009 (the "CONTRACT").

### ARTICLE 1: DUTIES OF THE PARTIES

#### 1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of the Contractor the Village shall furnish, with reasonable promptness, information necessary for the performance of the Work of the Contract including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the Work is to be performed.
- 1.1.2 The Village shall furnish access to its buildings and the site of the Work as is necessary for the performance of the Work and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the Work.
- 1.1.3 The Village shall have the right to stop the Work by a written order should the Contractor fail to correct Work not in accordance with the Contract Documents which will remain in effect until the Work is corrected without giving rise to any duty on the part of the Village to stop the Work for the benefit of the Contractor or any other entity.
- 1.1.4 The Village may, if the Contractor does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the Village, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the Contractor.

#### 1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 1.2.2 The Contractor shall examine existing conditions and take field measurements to facilitate the performance of the Work and shall report to the Village or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the Village, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Village in a separate written document, for all utilities required such as light, heat and water.
- 1.2.4 Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies,



## .9 Required Performance and Payment Bonds

6.4 The Contractor shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Village's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Village. Each subcontract agreement shall preserve and protect the rights of the Village under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Village. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **ARTICLE 7: GUARANTEES AND WARRANTIES**

7.1 All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final voucher on the contract is issued.

7.2 Contractor shall supply the Village with "as-built" plans prior to the Village making the final payment.

#### **ARTICLE 8: DEFAULT**

8.1 If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the Work with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the Work in an acceptable manner, the Village shall give notice to the Contractor and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the Village shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract.

8.2 Upon declaration of Contractor's default, the Village may, at his option, call upon the surety to complete the Work in accordance with the terms of this contract or may take over the Work, including any materials and equipment on the work site as may be suitable and acceptable to the Village and may complete the Work by or on its own force account, or may enter into a new contract for the completion



by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

.1 Worker's Compensation: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the Village free and harmless of all personal injuries of all persons whom the Contractor may employ directly or through Subcontractors.

.2 Employers Liability: \$500,000 minimum liability.

.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit

\$2,000,000 Aggregate - Completed Operations

\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

## 11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have



# Proposal



## Kats & Sons, Inc.

11340 SOUTHWEST HIGHWAY  
 PALOS HILLS, ILLINOIS 60465  
 Phone: (708) 974-3440  
 Fax: (708) 974-4667

<b>PROPOSAL SUBMITTED TO:</b> Village of Orland Park Department of Public Works 15655 Ravinia Avenue Orland Park, IL 60462	<b>PHONE:</b> O: 708-403-6350 F: 708-403-8798	<b>DATE</b> 4/15/2009
	<b>JOB NAME:</b> 159th Street Sidewalk Extension	
	<b>JOB LOCATION:</b> 7622-7714 W. 159th Orland Park	<b>PLAN NO.</b> Dated 3/28/07

We hereby submit specifications and estimates for

\*\*\*REVISED 4/16/09\*\*\*

**SCOPE OF WORK:** Excavation and Concrete Work for New Sidewalks as per Walk-Thru Meeting and Plan by RJR dated 3/28/07.

- \* Excavate to accommodate for New 5" thick Concrete Sidewalks, including Hauling all excess Spoils Off-Site.
- \* Sawcut, Demo and Remove Portions of existing Sidewalk at East End (14') and West End (10') as per Plan.
- \* Install New 5" thick x 5' wide Concrete Sidewalks with Light Broom Finish.
- \* Backfill New Sidewalk with Spoils from Excavation.

\*\* Price for Work East of 77th Avenue.....\$12,715.00  
 \*\* Price for Work West of 77th Avenue.....\$7,220.00

**NOTES:**

- A) Excludes: License; Permit; any Bonds; Testing / Soil Testing; Traffic or Vehicle Controls / Barricades or Safety Measures; Waterproofing / Dampproofing; Winter Service; Winter Protection of any kind; Caulking; Sealant of Joints; Survey / Layout; Parking / Alley Permits; any New or Increased Taxes, Fees or other Mandated Impact Costs.
- B) Price Based on Sawcutting Asphalt Driveways larger than 5' Walk and Repatching of Asphalt to be by Others.
- C) Downspout Drains Removed and Installed by Others.

**PLEASE SIGN AND RETURN**  
 One Copy to KATS & SONS INC.

*Thank You*

any labor or material price increase will be an extra on this contract.

**Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \$19,935.00  
 As Work is Installed / Net 30  
 Payment to be made as follows:

Terms are net. A service charge of 1 1/4%, which is an annual rate of 18%, will be added to all balances paid for within 30 days of billing date and after 60 days a mechanics lien will automatically be filed, and if become necessary for KATS & SONS, Inc. to bring action at law to collect money due them or this contract, the undersigned agrees to pay all court costs and reasonable attorney's fees, including cost of filing mechanics liens. Any alteration or deviation from above specifications involving a change will become an extra charge over and above the estimate. All material is guaranteed to be as billed. All work to be completed in a workmanlike manner according to standard practices. All payments contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature *John Valabakis ESTIMATOR*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as indicated above

Signature \_\_\_\_\_ Date \_\_\_\_\_

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

XX Corporation: State of incorporation: Illinois  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Kats & Sons, Inc. (Corporate Seal)  
Business Name

Richard S. Kats Richard S. Kats  
Signature Print or type name

Vice President July 23, 2009  
Title Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

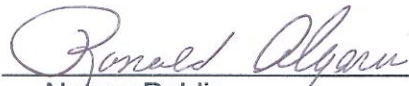
**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

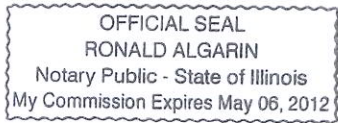
I, Richard S. Kats, being first duly sworn certify  
and say that I am Vice President  
(insert "sole owner," "partner," "president," or other proper title)

of Kats & Sons, Inc., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 23rd Day  
of July, 2009.

  
\_\_\_\_\_  
Notary Public





## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, 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) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

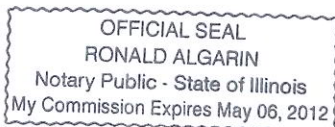
I, Richard S. Kats, having submitted a proposal for Kats & Sons, Inc.  
(Name) (Name of Contractor)

for 159th Street Sidewalk Extension (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Ronald S. Kats Vice President  
Authorized Agent of Contractor

Subscribed and sworn to before  
me this 23rd day of July, 2009.

Ronald Algarin  
Notary Public



## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to



ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: *Richard S. Kato* Vice President

ATTEST: *Ronald Johnson*

DATE: July 23, 2009



**TAX CERTIFICATION**

I, Richard S. Kats, having been first duly sworn depose and state as follows:

I, Richard S. Kats, am the duly authorized agent for Kats & Sons, Inc., which has

submitted a proposal to the Village of Orland Park for

159th Street Sidewalk Extension and I hereby certify  
(Name of Project)

that Kats & Sons, Inc. is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

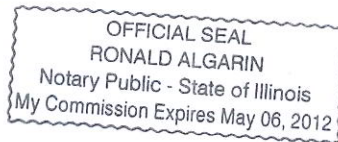
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: *Richard S. Kats*

Title: Vice President

Subscribed and Sworn to  
Before me this 23rd  
Day of July, 2009

*Ronald Algarin*



**CERTIFICATION OF COMPLIANCE WITH THE  
ILLINOIS PREVAILING WAGE ACT  
(820 ILCS 130/0.01, et seq.)**

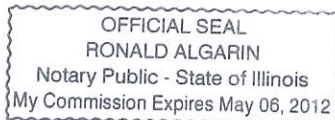
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

**Contractor:**

**By:** Ronald A. Katz Vice President  
(Authorized Officer)

Subscribed and Sworn to  
before me this 23rd day  
of July, 2009

Ronald Algarin  
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Richard S. Kats, having been first duly sworn depose and state as follows:

I, Richard S. Kats, am the duly authorized agent for Kats & Sons, Inc., which has submitted a proposal to the Village of Orland Park for 159th Street Sidewalk Extension and I hereby certify  
(Name of Project)

that Kats & Sons, Inc.  
(Name of Company)

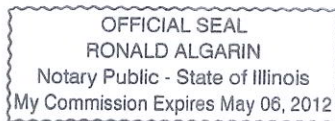
participates in apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

By: Richard S. Kats

Title: Vice President

Subscribed and Sworn to  
Before me this 23rd  
Day of July, 2009

Ronald Algarin





# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CM  
KATSA-1

DATE (MM/DD/YYYY)  
04/28/09

**PRODUCER**

Rand-Tec Insurance Agency Inc.  
977 Lakeview Parkway, Ste 105  
Vernon Hills IL 60061  
Phone: 847-367-2633 Fax: 847-367-2636

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

**INSURED**

Kats & Sons Inc.  
11340 Southwest Hwy.  
Palos Hills IL 60465-2717

INSURER A: Employers Mutual Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3D72109	05/01/09	05/01/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3E72109	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	3J72109	05/01/09	05/01/10	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3H72109	05/01/09	05/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		<b>OTHER</b> Inland Marine	3C72109	05/01/09	05/01/10	L/R Equip	60,000
						Deductible	250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: All projects for Orland Park. Addl insds are added to the GL Primay/Non Contributory per attached form CG7482.3: The Village of Orland Park, and their respective officers, trustees, directors, employees and agents. Waiver of Subrogation applies to GL & WC in favor of the addl insd.

**CERTIFICATE HOLDER**

**CANCELLATION**

VILLO-1  
  
 VILLAGE OF ORLAND PARK  
 Kerrie Petzo Contract Admin.  
 14700 S. RAVINIA AVE  
 ORLAND PARK IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Scott Witt*



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS – VICARIOUS LIABILITY

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. “Bodily injury,” “property damage” or “personal and advertising injury” resulting from any act or omission by, or willful misconduct of the additional insured, whether the sole or a contributing cause of the loss. The coverage afforded to the additional insured is limited solely to the additional insured’s “vicarious liability” that is a specific and direct result of your conduct.
 

“Vicarious liability” as used in this endorsement means liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.
  2. “Bodily injury” or “property damage” occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
  3. “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
- C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- D.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- E.** All other terms and conditions of this policy remain unchanged.