

*Contract*  
*Appendix*  
*#443*

**Clerk's Contract and Agreement Cover Page**

**Year:** 2008

**Legistar File ID#:** 2008-0364

**Multi Year:**

**Amount** \$25,000.00

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**Contract Type:**

Small Construction/Inst

**Contractor's Name:**

Kats & Sons Construction, Inc.

**Contractor's AKA:**

**Execution Date:**

7/17/2008

**Termination Date:**

9/30/2008

**Renewal Date:**

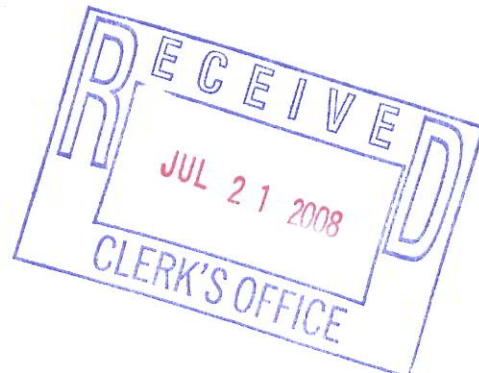
**Department:**

Public Works/Streets

**Originating Person:**

Tom Martin

**Contract Description:** Sidewalk Gap Program 2008



*Friday, July 18, 2008*

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

July 18, 2008

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

RE: ***NOTICE TO PROCEED***  
***PUBLIC SIDEWALK INSTALLATION 2008***

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 17, 2008.

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

The Village has processed Purchase Order #049258 for this contract/service and faxed this 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 17, 2008 in an amount not to exceed Twenty Five Thousand and No/100 (\$25,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Pete Casey  
Tom Martin

**ADDENDUM B to  
"PUBLIC SIDEWALK INSTALLATION AGREEMENT"**

**Dated**  
*October 27, 2006*

**Between**  
*The Village of Orland Park, Illinois ("VILLAGE") and Kats & Sons Construction Inc.  
("CONTRACTOR")*

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1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 2: SCOPE OF THE WORK AND PAYMENT**, of said Agreement, the line item "New Sidewalk Construction \$4.15 per square foot (\$20.75 per linear foot)" shall be stricken and replaced with "New Sidewalk Construction \$4.40 per square foot (\$22.00 per linear foot)."
3. In **SECTION 2: SCOPE OF THE WORK AND PAYMENT**, of said Agreement, the sentence "TOTAL COST: Not-to-exceed Thirty Thousand and No/100 (\$30,000.00) Dollars" shall be stricken and replaced with the following sentence "TOTAL COST: Not-to-exceed Twenty Five Thousand and No/100 (\$25,000.00) Dollars."
4. In **SECTION 4: TERM OF THE CONTRACT**, of said Agreement, the sentence "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 November 30, 2006 (hereinafter referred to as the "CONTRACT TIME.")" shall be stricken and replaced with the following sentence "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, 2008 (hereinafter referred to as the "CONTRACT TIME")."
5. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the 17<sup>th</sup> day of July 2008, shall be attached to and form a part of the Agreement and shall take effect upon signature below by duly authorized agents of both parties.

**ADDENDUM B to  
"PUBLIC SIDEWALK INSTALLATION AGREEMENT"**

**Dated**  
*October 27, 2006*

**Between**  
*The Village of Orland Park, Illinois ("VILLAGE") and Kats & Sons Construction Inc.  
("CONTRACTOR")*

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**AGREED AND ACCEPTED**

**FOR: THE VILLAGE**

By: 

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 7/17/08

**FOR: THE CONTRACTOR**

By: 

Print Name: RICHARD S. KATS

Its: VICE PRESIDENT

Date: 7-10-2008

**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.  
Business Name

(Corporate Seal)

*Richard S. Kats*  
Signature

RICHARD S. KATS  
Print or type name

VICE PRESIDENT  
Title

7-10-2008  
Date

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

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

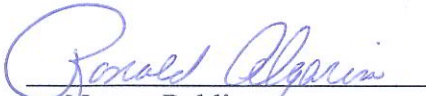
I, RICHARD S. KATS, being first duly sworn certify and say  
that I am VICE PRESIDENT  
(insert "sole owner," "partner," "president," or other proper title)

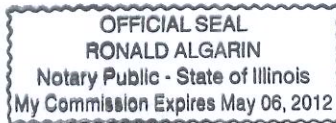
of KATS & SONS, INC., the Prime Contractor  
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of  
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois  
Criminal Code, or of any similar offense of "bid-rigging"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



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

Subscribed and Sworn To  
Before Me This 10TH Day  
of JULY, 2008.

  
\_\_\_\_\_  
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

ATTEST: Ron Alperin

DATE: 7-10-2008



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

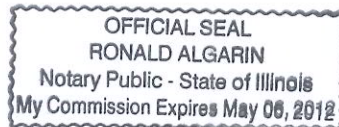
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits 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 10TH day  
of JULY, 2008

*Ronald Algarin*  
Notary Public



VILLAGE OF ORLAND PARK  
CONTRACTOR'S CERTIFICATION  
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

RICHARD S. KATS, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

KATS & SONS, INC., having submitted a proposal for:  
(Name of Company)

PUBLIC SIDEWALK INSTALLATION  
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

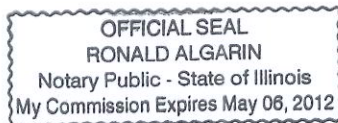
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_ is/are currently participating  
(Name of employee/driver or "all employee drivers")  
in a drug and alcohol testing program pursuant to the aforementioned rules.
- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: Richard S. Kats / VICE PRESIDENT  
Officer or Owner of Company named above

Subscribed and sworn to  
Before me this 10TH  
Day of JULY, 2008.

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

ORLAND PARK PUBLIC SIDEWALK INSTALLATION and I hereby certify  
(Name of Project)

that KATS & SONS, INC.  
(Name of Company)

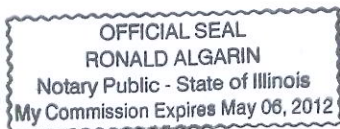
participates in apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

By: *Richard S. Kats*

Title: VICE PRESIDENT

Subscribed and Sworn to  
Before me this 10TH  
Day of JULY, 2008

*Ronald Algarin*



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: <b>Employers Mutual Company</b>	
	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		GENERAL LIABILITY <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	05/01/08	05/01/09	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			AUTOMOBILE LIABILITY <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	05/01/08	05/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	3J72109	05/01/08	05/01/09	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	3H72109	05/01/08	05/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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	
A			Inland Marine	3C72109	05/01/08	05/01/09	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  VILLO-1  VILLAGE OF ORLAND PARK Kerrie Petzo Contract Admin. 14700 S. RAVINIA AVE ORLAND PARK IL 60462	CANCELLATION  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 Little <i>Scott Little</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS  
INCLUDING COMPLETED OPERATIONS – 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 when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added to 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:
- a. your ongoing operations for the additional insured; or
  - b. “Your work” for the additional insured and included in the “products – completed operations hazard”.
- 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,” “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.