

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0788

Innoprise Contract #: C17-0022

Year: 2017-2019

Amount:

Department: Parks - Gary Couch

Contract Type: Services

Contractors Name: Integrated Lakes Management

Contract Description: Aquatic Weed Control 2017-2019

	2017	2018	2019
Schedule "A" Ponds	\$123,410.80	\$23,410.80	\$24,581.34
Schedule "B" Ponds (as needed basis)			
Cost per Acre – Algae	\$110.75	\$110.75	\$116.25
Cost per Acre – Weed Control	\$446.25	\$446.25	\$468.50

+

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

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



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

March 20, 2017

Mr. George Miles
Integrated Lakes Management
110 LeBaron St.
Waukegan, Illinois 60085

RE: NOTICE TO PROCEED – AQUATIC WEED CONTROL 2017-2019

Dear Mr. Miles:

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 March 10, 2017.

Please contact Gary Couch at 708-403-6241 to arrange the commencement of the work.

The Village has processed Purchase Order #17-000843 for this service and emailed it to your company on March 17, 2017. 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 or emailed directly to accountspayable@orlandpark.org. Also, your final invoice for this 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 March 2, 2017. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski

Purchasing & Contract Administrator

Encl:

cc: Gary Couch

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

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TRUSTEES
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Michael F. Carroll

March 2, 2017

Ms. Sarah Zink
Integrated Lakes Management
110 LeBaron Street
Waukegan, Illinois 60085

NOTICE OF AWARD – Aquatic Weed Control 2017-2019

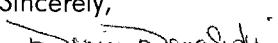
Dear Ms. Zink:

This notification is to inform you that on December 5, 2016, the Village of Orland Park Board of Trustees approved awarding Integrated Lakes Management the contract in accordance with the bid you submitted dated October 20, 2016, for Aquatic Weed Control 2017-2019.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 16, 2017.

- I am enclosing the Contract for Aquatic Weed Control 2017-2019. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Please deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Contract Administrator

cc: Gary Couch



ORLAND PARK
Aquatic Weed Control 2017-2019
Contract for Services

This Contract is made this **2nd** day of **March, 2017** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Integrated Lakes Management (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.

- This Contract
- The Terms and Conditions
- The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
 - The Invitation to Bid # 16-031 issued October 11, 2016
 - The Instructions to the Bidders
- The Proposal dated October 20, 2016 to the extent it does not conflict with this contract
- Schedule A – Regular Treatment Ponds
- Schedule B – As Needed Treatment
- Affidavit of Compliance
- References
- Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Perform aquatic weed and algae control at designated Schedule "A" and Schedule "B" ponds.

(hereinafter referred to as the "WORK") as further described in the Terms & Conditions 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.) as outlined in the proposal dated October 20, 2016 for the performance of the described services,

	2017	2018	2019
Schedule "A" Ponds	\$23,410.80	\$23,410.80	\$24,581.34
Schedule "B" Ponds (as needed basis)			
Cost per Acre – Algae	\$110.75	\$110.75	\$116.25
Cost per Acre – Weed Control	\$446.25	\$446.25	\$468.50
Minimum Charge if less than one Acre –			
Algae	\$52.25	\$52.25	\$54.86
Weed	\$212.00	\$212.00	\$222.60

not to exceed the annual Board Approved Budgeted Amount.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed, and continue expeditiously for three (3) seasons (May 1 – October 1) from that date, unless the Village provides thirty (30) day notice prior to January 1st of the second and/or third year that it wishes to cancel the contract. This Contract shall terminate on December 31, 2019, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend 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.

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 the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

George Miles
Environmental Manager
Integrated Lakes Management
110 LeBaron St.
Waukegan, Illinois 60085
Telephone: 847-244-6662
Facsimile: 847-244-0261
e-mail: g.miles@ilenvironments.com
g.miles

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: 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: Joseph S. LaMargo

Its: Assistant Village Manager

Date: March 14, 2017

FOR: THE CONTRACTOR

By:



Print Name: Sarah Zink

Its: Vice President

Date: March 8, 2017

BIDDER SUMMARY SHEET

BID #16-031
Aquatic Weed Control 2017-2019
Project Name

Business Name: Integrated Lakes Management

Street Address: 110 LeBaron St

City, State, Zip: Waukegan, IL 60085

Contact Name: George Miles

Title: Environmental Manager

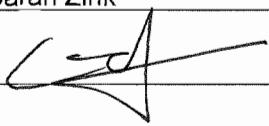
Phone: (847) 244-6662 Fax: (847) 244-0261

E-Mail address: gmiles@ilmenvironments.com

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Schedule "A" Total Price	<u>\$ 23,410.80</u>	<u>\$ 23,410.80</u>	<u>\$ 24,581.34</u>
Schedule "B"			
Cost per Acre – Algae Control	<u>\$ 110.75</u>	<u>\$ 110.75</u>	<u>\$ 116.25</u>
Cost per Acre – Weed Control	<u>\$ 446.25</u>	<u>\$ 446.25</u>	<u>\$ 468.50</u>

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Sarah Zink

Signature of Authorized Signee: 

Title: Vice President Date: 10-20-2016

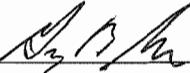
Aquatic Weed Control 2017-2019
ITB #16-031
Unit Price Bid Sheet
Schedule "A" Regular Treatment Required

Contract

Contract No.	Site ID	Name	Location	Acres	2017 Cost/Year	2018 Cost/Year	2019 Cost/Year
2033	01-03	Redondo Pond	7845 Redondo Ln	0.40	\$ 252.00	\$ 252.00	\$ 264.60
2022	02-05	Wedgewood Commons Pond	14240 80th Ave	0.40	\$ 252.00	\$ 252.00	\$ 264.60
2012	02-08	Sunnypine Pond	8725 Pine St	3.34	\$ 2104.20	\$ 2104.20	\$ 2209.41
2043	02-09	Nicklaus Pond	13543 Nicklaus Dr	1.13	\$ 711.90	\$ 711.90	\$ 747.50
2006	03-01	Lamplighter Pond (Algae only)	9200 W. 138th St	0.61	\$ 384.30	\$ 384.30	\$ 403.52
2036	05-03	Arbor Ridge Pond	11025 Arbor Ridge Dr	0.41	\$ 258.30	\$ 258.30	\$ 271.22
2066	05-08	Persimmon Meadow Pond	10957 W. 142nd St	0.65	\$ 409.50	\$ 409.50	\$ 429.98
2052	08-25	Royal Oaks Pond	11027 Royal Oaks Ln	0.37	\$ 233.10	\$ 233.10	\$ 244.76
2011	09-01	Police Pond	14500 Ravinia Ave	2.25	\$ 1417.50	\$ 1417.50	\$ 1488.38
2010	09-02	Village Center Pond	14650 Ravinia Ave	1.25	\$ 787.50	\$ 787.50	\$ 826.88
2001	13-04	Colonades Pond	7500 W. 157th St	1.00	\$ 630.00	\$ 630.00	\$ 661.50
2015	14-12	Plum Tree Pond	15699 86th Ave	1.00	\$ 837.90	\$ 837.90	\$ 879.80
2021	15-01	Village Square Pond	9125 Kensington Way	5.34	\$ 3364.20	\$ 3364.20	\$ 3532.41
2009	15-06	Helen Pond	9011 Helen Ln	0.90	\$ 567.00	\$ 567.00	\$ 595.35
2038	17-03	Equestrian Tr East Pond (Algae only)	15640 Shire Dr	0.68	\$ 428.40	\$ 428.40	\$ 449.82
2035	17-05	Somerglen Pond	10800 Somerglen Ln	1.12	\$ 705.60	\$ 705.60	\$ 740.88
2034	17-06	Lakeside Pond	15600 Lakeside Dr	1.45	\$ 913.50	\$ 913.50	\$ 959.18
2053	20-07	Anthony Drive Pond	10831 Anthony Dr	0.92	\$ 579.60	\$ 579.60	\$ 608.58
2023	29-02	Yearling Crossing Pond	16999 Yearling Crossing	1.14	\$ 718.20	\$ 718.20	\$ 754.11
2027	29-03	Great Egret Pond	10631 Great Egret Dr	1.88	\$ 1184.40	\$ 1184.40	\$ 1243.62
2054	29-09	Emerald North Pond	17062 Kerry Ave	1.21	\$ 762.30	\$ 762.30	\$ 800.42
2056	29-11	Churchill Pond	10655 Churchill Dr	0.57	\$ 359.10	\$ 359.10	\$ 377.06
2060	31-15	Marley Blvd North Pond	18011 Marley Blvd	0.66	\$ 415.80	\$ 415.80	\$ 436.59
2076	31-16	Settlers North Pond	11517 Settlers Pond Way	0.59	\$ 371.70	\$ 371.70	\$ 390.29

Aquatic Weed Control 2017-2019
ITB #16-031
Unit Price Bid Sheet
Schedule "A" Regular Treatment Required

Contract No.	Site ID	Name	Location	Acres	2017 Cost/Year	2018 Cost/Year	2019 Cost/Year
2077	31-17	Settlers South Pond	17938 Settlers Pond Way	0.67	\$ 422.10	\$ 422.10	\$ 443.21
2078	31-18	Lake Shore North Pond	11548 Lake Shore Dr	1.43	\$ 900.90	\$ 900.90	\$ 945.95
2062	31-21	Marley Blvd South Pond	18211 Marley Blvd	1.06	\$ 667.80	\$ 667.80	\$ 701.19
2007	32-02	Eagle Ridge Pond #2	17900 104th Ave	1.25	\$ 787.50	\$ 787.50	\$ 826.88
2026	32-04*	Eagle Ridge Pond #4 (Algae Only)	10510 W. 183rd St	3.15	\$ 1984.50	\$ 1984.50	\$ 2083.73
* Only if necessary - Sensitive aquatic wildlife							
TOTALS				36.83	\$ 23,410.80	\$ 23,410.80	\$ 24,581.34
					2017	2018	2019

Company Name: Integrated Lakes Management
Signature: 

Please enter TOTALS on Bidder Summary Sheet

Aquatic Weed Control 2017-2019
ITB #16-031
Unit Price Bid Sheet
Schedule "B" As Needed Treatment Only

Contract

No.	Site ID	Name	Location	Acres
2005	02-04	Caro Vista Pond	13799 84th Ave	1.88
2044	02-10	87th Avenue East Pond	14291 S. 87th Ave	0.82
2065	02-12	88th Avenue East Pond	13933 S. 88th Ave	0.70
2046	03-10	Tall Grass Pond	13621 Tallgrass Tr	1.70
2047	03-11	Legend Trail Pond	13835 Legend Tr	0.85
2070	04-04	Triangle Pond	14060 LaGrange Road	1.06
2048	05-04	Ashford Pond	10900 W. 143rd St	0.57
2049	06-05	Creek Crossing Pond	14175 Creek Crossing Dr	1.10
2050	06-07	Creekside Pond	11500 W. 143rd St	0.80
2071	06-09	Long Run Creek Park Pond	11600 Long Run Drive	1.65
2051	08-24	Crystal Meadow Pond	10810 Crystal Meadow Ct	0.20
2016	10-02	Orland Square Pond	9100 W. 151st St	6.00
2031	10-04	Schussler Pond	8900 Golfview Dr	3.35
2014	14-05	Orland Golfview Pond	15531 Merion Dr	9.91
2002	15-02	Parkhill Pond #1	15799 Parkhill Dr	3.40
2004	15-05	Parkhill Pond #3 and Park	15798 Parkhill Dr	3.85
2020	16-01	Treetop Pond #2	15400 Treetop Dr	2.05
2019	16-02	Treetop Pond #1	9937 Treetop Dr	0.11
2067	17-16	Collette Pond	15801 Park Station Blvd	8.44
2008	18-01	Spring Creek Pond	11250 Poplar Creek Ln	1.97
2040	19-02	Rec Center West Pond	11351 W. 159th St	0.50
2041	19-03	Rec Center East Pond	11351 W. 159th St	0.55
2042	19-04	Rec Center South Pond	11351 W. 159th St	0.38
2028	20-01	Beemsterboer Pond	10701 W. 160th St	2.14
2025	20-02	Appleknol Pond	10599 W. 163rd Pl	0.58
2029	20-03	Glen Oak Industrial Pond	10798 W. 165th St	0.28
2037	22-01	Seton Place Pond	9460 Seton Pl	0.40
2072	29-05	Mallard Landing Entrace	16927 108th Ave	0.43
2032	29-12	Fawn Trail Pond	10839 Fawn Trail Dr	4.08
2057	29-20	Capistrano North Pond	10510 Capistrano Ln	0.44
2058	29-27	Deer Chase Estates Pond	10541 Buck Dr	1.44
2073	29-29	Julie Ann Lane Pond	16711 Julie Ann Lane	0.19
2074	29-30	Warwick Lane North Pond	16930 Warwick Lane	2.35
2075	29-31	Warwick Lane South Pond	17030 Warwick Lane	0.87
2059	30-04	Green Knoll Pond	11257 Steeplechase Pkwy	0.82
2061	31-20	Marley Blvd Middle Pond	18121 Marley Blvd	0.66
2063	31-28	Autumn Ridge East Pond	11218 Autumn Ridge	0.39
2068	31-32	Imperial West Pond	18210 Imperial Ln	0.23
2069	31-33	Imperial East Pond	18237 Imperial Ln	0.11

Aquatic Weed Control 2017-2019
ITB #16-031
Unit Price Bid Sheet
Schedule "B" As Needed Treatment Only

Contract

No.	Site ID	Name	Location	Acres
2003	32-05	Beth Pond	10942 Beth Dr	10.00
2030	P28-02	Lake Lucille Pond	12630 Laketrail Dr	3.00
2055	P32-05	Brittany South Pond	13350 Brittany Dr	1.10
2013	P33-01	Mill Creek Pond	9998 Creek Rd	2.24
2018	P34-01	Palos Springs Pond	8950 Patty Ln	1.00
2017	P34-02	Butterfield Pond	8925 Butterfield Ln	1.60
2024	P35-01	Parkview Estates Pond & Park	8701 Butterfield Ln	2.31

Additional Sites may be added to this list

TOTAL 88.50

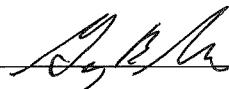
	<u>2017</u>	<u>2018</u>	<u>2019</u>
Cost Per Acre - Algae Control *	\$ 110.75	\$ 110.75	\$ 116.25
Cost Per Acre -Weed Control *	\$ 446.25	\$ 446.25	\$ 468.50

Please enter Cost per Acre on Bidder Summary Sheet

* Price will be prorated depending on site size. Indicate minimum cost below, if any, for sites less than one (1) acre.

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Algae Control	\$ 52.25	\$ 52.25	\$ 54.86
Weed Control	\$ 212.00	\$ 212.00	\$ 222.6

Company Name: Integrated Lakes Management

Signature: 

AFFIDAVIT OF COMPLIANCE

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Sarah Zink,
(Enter Name of Person Making Affidavit)

as Vice President
(Enter Title of Person Making Affidavit)

and on behalf of Integrated Lakes Management,
(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes No

Federal Employer I.D. #: 20-3197661
(or Social Security # if a sole proprietor or individual)

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

Sole Proprietor
 Independent Contractor (Individual)
 Partnership
 LLC
 Corporation Illinois 2005
(State of Incorporation) (Date of Incorporation)

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes No

The Bidder is authorized to do business in the State of Illinois.

3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Bidder is eligible to enter into public contracts, and 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.

4) SEXUAL HARASSMENT POLICY COMPLIANT: Yes No

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes No

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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 Vendor's obligations under the Illinois Human Rights

Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Bidder 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 Bidder 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.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 the Bidder 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.

6) TAX COMPLIANT: Yes No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and

transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Sarah Zink

Name of Authorized Officer

Vice President

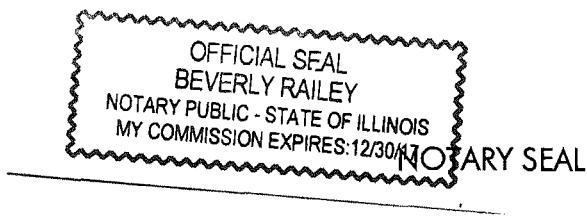
Title

10-20-2016

Date

Subscribed and Sworn To
Before Me This 20 Day
of October, 2016

Beverly Railey
Notary Public Signature



INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

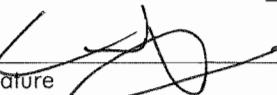
\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 20 DAY OF October, 2016


Signature
Sarah Zink, Vice President
Printed Name & Title

Authorized to execute agreements for:

Integrated Lakes Management
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS 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 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 Millenium Insurance Agency, Inc 1757 N. Milwaukee Ave STE 2 Libertyville, IL 60048	CONTACT NAME: 847-367-1400	FAX (A/C, No): 847-367-1405
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: Joanne@jtonge.com	
INSURED Integrated Lakes Management, Inc. 110 LeBaron St Waukegan, IL 60085 847-244-6662 847-757-7885	INSURER(S) AFFORDING COVERAGE Arch Specialty	NAIC#
	INSURER A: American Interstate Ins. Co.	
	INSURER B: Erie Insurance Exchange	
	INSURER C:	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 2,000,000
A	<input checked="" type="checkbox"/> Contractual		Y	12 EMP 71983 05	02/01/17	02/01/18	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY		Y	Q02 0140394	02/01/17	02/01/18	PERSONAL & ADV INJURY \$ 2,000,000
C	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					GENERAL AGGREGATE \$ 4,000,000
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			12 EMX 05519 01	02/01/17	02/01/18	PRODUCTS - COMP/OP AGG \$ 4,000,000
	DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N/A	AVWCIL2569072017	02/01/17	02/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Herbicide/Pesticide			12 EMP 71983 05	02/01/17	02/01/18	2,000,000 occurrence
A	Professional/Polluti			12 EMP 71983 05	02/01/17	02/01/18	2,000,000 aggregate
C	Rented Equipment			Q44-0152614	08/01/16	08/01/17	\$185,000 limit

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

Village of Orland Park, its trustees, officers, directors, agents, and employees are additional insured primary and non-contributory with a waiver of subrogation on general liability and workers comp. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
14700 S. Ravinia Ave
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Integrated Lakes Management
(Enter Name of Business Organization)

1. ORGANIZATION Chicago Park District

ADDRESS Various Lagoons, Chicago IL

PHONE NUMBER (312) 907-2754

CONTACT PERSON David Wachtel

YEAR OF PROJECT 2000-2016

2. ORGANIZATION Hybernia HOA

ADDRESS Hybernia Dr., Highland Park, IL 60035

PHONE NUMBER (847) 459-0000

CONTACT PERSON Kyla Mercer

YEAR OF PROJECT 2003-2016

3. ORGANIZATION Metropolitan Water Reclamation District

ADDRESS 1015 W. Peregrine Dr., Palatine, IL 60067

PHONE NUMBER (847) 584-5421

CONTACT PERSON Dan Bergstrom

YEAR OF PROJECT 2012-2013