# **CLERK'S CONTRACT and AGREEMENT COVER PAGE**

Legistar File ID#: 201	4-0195 Innoprise Contract #:C14-0044
Year: 2014-16	Amount: \$17,171.59
Department:	Public Works - Brian Madon
Contract Type:	Services
<b>Contractors Name:</b>	Integrated Lakes Management
Contract Description:	Aquatic Weed Control 2014-2016 2014 2015 2016 Schedule"A" Ponds \$17,171.59 \$17,171.59 \$17,600.88 Schedule "B" Ponds (as needed basis) Cost per Acre – Algae \$103.00 \$103.00 \$105.50 Cost per Acre – Weed Control \$415.00 \$415.00 \$425.00

MAYOR Daniel J. McLaughlin VILLAGE CLERK John C. Mehalek

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



VILLAGE HALL

TRUSTEES Kathleen M. Fenton James V. Dodge Edward G. Schussler III Patricia A. Gira Carole Griffin Ruzich Daniel T. Calandriello

May 30, 2014

Ms. Sarah Zink Integrated Lakes Management 120 LeBaron Street Waukegan, Illinois 60085

#### RE: NOTICE TO PROCEED Aquatic Weed Control 2014-2016

Dear Ms. Zink:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents related to the above stated project.

If not already provided, please send operator/applicator certifications and chemical MSDS sheets to Public Works, attention of Brian Madon. Please contact Brian Madon at 708-403-6105 regarding the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed/emailed 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 May 1, 2014 in an amount not to exceed Board approved budgeted amount per year. If you have any questions, please call me at 708-403-6173.

Sincerely, 10mg

Denise Domalewski Contract Administrator

Encl:

cc: Napoleon Haney Tom Martin Brian Madon MAYOR Daniel J. McLaughlin

VILLAGE CLERK John C. Mehalek

14700 S. Ravinia Avenue Orland Park, Illinois 60462 (708) 403-6100 www.orlandpark.org



TRUSTEES Kathleen M. Fenton James V. Dodge Edward G. Schussler III Patricia A. Gira Carole Griffin Ruzich Daniel T. Calandriello

VILLAGE HALL

May 2, 2014

Ms. Sarah Zink Integrated Lakes Management 120 LeBaron Street Waukegan, Illinois 60085

NOTICE OF AWARD - Aquatic Weed Control 2014-2016

Dear Ms. Zink:

This notification is to inform you that on April 21, 2014, the Village of Orland Park Board of Trustees approved awarding Integrated Lakes Management the contract in accordance with the bid you submitted dated March 25, 2014, for Aquatic Weed Control 2014-2016.

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 May 16, 2014.

- I am enclosing the Contract for Aquatic Weed Control 2014-2016. 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, 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@orland-park.il.us.

Sincerely,

Contract Administrator

cc: Napoleon Haney John Ingram Tom Martin

#### VILLAGE OF ORLAND PARK Aquatic Weed Control 2014-2016 Contract for Services

RE	CEIV	ED	
MAY	8	2014	
FINANCE	DEP	ARTA	AENT

This Contract is made this 1st day of May, 2014 by and between <u>the Village of Orland Park</u> (hereinafter referred to as the "VILLAGE") and <u>Integrated Lakes Management</u> (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:

<u>SECTION 1: THE CONTRACT DOCUMENTS</u>: 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 Invitation to Bid issued March 14, 2014, hereby included by reference
- The Instructions to the Bidders, hereby included by reference
- The Proposal dated March 25, 2014 to the extent it does not conflict with this contract.
- Schedule A Regular Treatment Ponds
- Schedule B As Needed Treatment
- All Certifications required by the Village
- 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:

Treatment of ponds for Algae and/or Submerged Weeds as outlined in the bid specifications and Terms and Conditions,

(hereinafter referred to as the "WORK") 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 March 25, 2014 for the performance of the described services,

	2014	2015	2016
Schedule"A" Ponds	\$17,171.59	\$17,171.59	\$17,600.88
Schedule "B" Ponds (as needed basis)			
Cost per Acre – Algae	\$103.00	\$103.00	\$105,50
Cost per Acre – Weed Control	\$415.00	\$415.00	\$425.00
Minimum Charge if less than one Acre –			
Algae	\$51.00	\$51.00	\$52.25
Weed	\$207.00	\$207.00	\$212.00

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  $1^{st}$  of the second and/or third year that it wishes to cancel the contract. This Contract shall terminate on December 31, 2016, 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 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 e-mail:SZink@lakesmanagement.com

#### To the CONTRACTOR: Sarah Zink

Integrated Lakes Management 120 LeBaron St. Waukegan, Illinois 60085 Telephone: 847-244-6662 Facsimile: 847-244-0261

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: Paul G. Grimes Print Name: Village Manager Its:

Date:

FOR: THE CONTRACTOR

By: Som Print Name: Its: Date:

#### **BIDDER SUMMARY SHEET**

# Aquatic Weed Control 2014-16 Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Integrated La	akes Manager	nent	
Address: 120 Le Baron	St		
City, State, Zip Code: Wauk		5	
Contact Person: Sarah Zin			
FEIN #: 20-3197661			
Phone: ()847-244-66	62 <sub>Fax: ()</sub> 84	47-244-0261	
E-mail Address: SZink@lak			
RECEIPT OF ADDENDA: The			cknowledged:
Addendum No, Dated	Adde	endum No, Date	d
	2014	2015	2016
Schedule "A" Total Price	17,171.59	<u></u> 17,171.59	<u></u> \$17,600.88
Schedule "B" Cost per Acre – Algae Control	103.00	s103.00	<sub>\$</sub> 105.50
Cost por Marco Magaz Commercia	415.00	\$ <mark>415.00</mark>	\$425.00
1			
Signature of Authorized Signee	222		
Title: Vice President	Date	3/25/14	

## VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT AQUATIC WEED CONTROL FOR 2014/2015/2016 UNIT PRICE BID SHEET SCHEDULE "A" Regular Treatment Required

Contract				2014 2015 2016
<u>No. Site ID</u>	Name	Location	Acres	<u>Cost/Year</u> <u>Cost/Year</u> Cost/Year
2033 01-03	REDONDO POND	7845 Redondo Ln	0.40	s 212.26 \$ 212.26 \$ 217.56
2043 02-09	NICKLAUS POND	13543 Nicklaus Dr	1.13	\$ 599.63 \$ 599.63 \$ 614.62
2006 03-01	LAMPLIGHTER POND (Algae only)	9200 W. 138th St	0.61	<u>s 323.69 s 323.69 s 331.78</u>
08-25	ROYAL OAKS POND	11027 Royal Oaks Dr	0.37	\$ 196.34 \$ 196.34 \$ 201.25
2011 09-01	POLICE POND	14500 Ravinia Ave	2.25	\$ 1, 193.95 \$ 1, 193.95 \$ 1, 223.79
2010_09-02	VILLAGE CENTER POND (Avoid Lily Pads)	14650 Ravinia Ave	1.25	\$ 663.30 \$ 663.30 \$ 679.89
2001 13-04	COLONADES POND	7500 W.157th St	1.00	\$ 530.64 \$ 530.64 \$ 543.91
2015 14-12	PLUM TREE POND	15699 86th Ave	1.33	\$ 705.75 \$ 705.75 \$ 723.40
2021 15-01	VILLAGE SQUARE POND	9125 Kensington Way	5.34	\$ 7,833.63 \$ 2,833.63 \$ 2,904.47
2009 15-06	HELEN POND	9011 Helen Ln	0.90	<u>\$ 477.58 \$ 477.58 \$ 489.52</u>
2038 17-03	EQUESTRIAN TR EAST POND (Algae only)	15640 Shire Dr	0.68	<u>\$ 360.84 \$ 360.84 \$ 369.86</u>
2035 17-05	SOMERGLEN POND (Avoid Lily Pads)	10800 Somerglen Ln	1.12	\$ 594.32 \$ 594.32 \$ 609.18
2034 17-06	LAKESIDE POND (Avoid Lily Pads)	_15600 Lakeside Dr	1.45	\$ 769.43 \$ 769.43 \$ 788.67
2053 20-07	ANTHONY DRIVE POND	10831 Anthony Dr	0.92	\$ 488.19 \$ 488.19 \$ 500.40
2023 29-02	YEARLING CROSSING POND	16999 Yearling Crossing	1.14	\$ 604.93 \$ 604.93 \$ 620.06

## VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT AQUATIC WEED CONTROL FOR 2014/2015/2016 UNIT PRICE BID SHEET

SCHEDULE "A" Regular Treatment Required

Contract				2014	2015	2016
No. Site ID	Name	Location	Acres	<u> </u>	<u>Cost/Year</u>	<u>Cost/Year</u>
2027 29-03	GREAT EGRET POND (Avoid Lily Pads)	10631 Great Egret Dr	1.88	\$ 997.41	\$ 997.61	\$ 1,022.55
2054 29-09	EMERALD NORTH POND (Limited Pond Ac	cess) 17062 Kerry Ave	1.21	\$ 642.08	\$ 642.08	\$ 458.13
2056 29-11	CHURCHILL POND	10655 Churchill Dr	0.57	\$ 302.47	\$ 302.47	\$ 310.03
2060 31-15	MARLEY BLVD NORTH POND	18011 Marley Blvd	0.66	\$ 350.22	\$ 356.22	\$ 358.98
2076 31-16	SETTLERS NORTH POND	11517 Settlers Pond Way	0.59	\$ 313.08	\$ 313.08	\$ 320.91
2077 31-17	SETTLERS SOUTH POND	17938 Settlers Pond Way	0.67	\$ 355.53	\$ 355.53	\$ 364.42
2078 31-18	LAKE SHORE NORTH POND	11548 Lake Shore Dr.	1.43	\$ 758.82	\$ 758.82	\$ 777.79
2062 31-21	MARLEY BLVD SOUTH POND	18211 Marley Blvd	1.06	\$ 562.48	\$ 562.48	\$ 576.54
2007 32-02	EAGLE RIDGE POND #2	17900 104th Ave	1.25	\$ 663.30	\$ 663.30	s Coz9.89
2026 32-04 *	EAGLE RIDGE POND #4 (Algae Only)	10510 W. 183rd St	3.15	\$ 1(=71.52	\$ 1,671.52	\$ 1,713.31
* Only if	necessary - Sensitive aquatic wildlife		32.3(	1717150		

#### TOTALS

3<del>1.03</del> <u>s</u> <u>17,171.59</u> <u>s</u> <u>17,171.59</u> <u>s</u> <u>17,600.88</u> 2014 2015 2016

Please record TOTALS on Bidder Summary Sheet

#### VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT AQUATIC WEED CONTROL FOR 2014/2015/2016 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
2022	02-05	WEDGWOOD COMMONS POND	14240 80th Ave	3.21
2012	02-08	SUNNYPINE POND	8725 Pine St	3.34
2044	02-10	87th AVENUE EAST POND	14291 S. 87th Ave	0.82
2065	02-12	88th AVENUE NORTH POND	13933 S. 88th Ave	0.70
2046	03-10	TALLGRASS 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
2036	05-03	ARBOR RIDGE POND	11025 Arbor Ridge Dr	0.41
2048	05-04	ASHFORD POND	10900 W. 143rd St	0.57
2066	05-08	PERSIMMON MEADOW POND	10957 W. 142nd St	0.65
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
2015	14-12	PLUM TREE POND	15699 86th Ave	1.00
2002	15-02	PARK HILL POND #1	15799 Parkhill Dr	3.40
2004	15-05	PARKHILL POND #3 & 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

Contract No.	Site ID	Name	Location	Acres
2067	17-16	COLETTE 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 ENTRANCE	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
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 ESTS POND & PARK	8701 Butterfield Ln	2.31

Additional sites may be added to this list.

TOTAL

97.11

Aquatic Weed Control Bid 2014-16

	2014	2015	2016	
Cost Per Acre - ALGAE CONTROL*	<sub>\$</sub> 103.00	<u></u> 103.00	<u>\$</u> _105.50	
Cost Per Acre - WEED CONTROL*	<sub>\$</sub> 415.00	<sub>\$</sub> 415.00	<sub>\$</sub> 425.00	

Please record above Cost per Acre on Bidder Summary Sheet

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

Example

Site #1 - .5 acre @ \$40.00/acre = \$20.00 Site #2 - .1 acre @ \$40.00/acre = \$40.00 minimum/site Site #3 - 1.25 acre @ \$40.00/acre = \$50.00

	2014	2015	2016
ALGAE	<sub>\$</sub> 51.00	<u></u> \$_51.00	<u></u> \$52.25
WEED	<sub>\$</sub> 207.00	<u></u> \$207.00	<u>s</u> 212.00

#### **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.

Х

# 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.

# Integrated Lakes Management Business Name

COS

Sarah Zink

(Corporate Seal)

Signature

Print or type name

Vice President

Title

Date

3/25/14

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

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

I, Sarah Zink \_\_\_\_\_, being first duly sworn certify and say

that I am Vice President

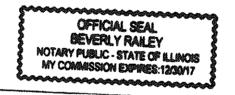
(insert "sole owner," "partner," "president," or other proper title)

of <u>Integrated Lakes Management</u>, 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  $\frac{25}{2014}$  Day of <u>MArch</u>, 2014

15 Everly Railey Notary Public of Railey



#### 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."

] Sarah Zink , having submitted a bid for Integrated Lakes Management (Name of Contractor) for Aquatic Weed Control (General Description of Work Bid 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: \_\_\_\_\_\_Authorized Agent of Contractor

Subscribed and Sworn To Before Me This 35 Day of MArch , 2014

15 everly Railey Notary Public

OFFICIAL SEAL **BEVERLY RAILEY** NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/30/17

#### 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.

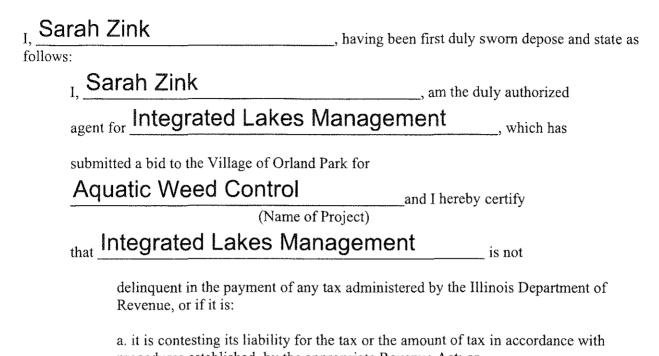
G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner 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:

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Witness:	Buech	Railen
DATE:	3-25-	14

#### TAX CERTIFICATION



procedures established by the appropriate Revenue Act; or

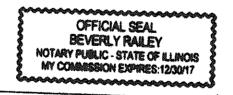
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

 $B_{V:} \leq$ 

Title: Vice President

Subscribed and Sworn To Before Me This  $\frac{3}{25}$  Day of <u>MACC</u>, 201.4

5 evenly Railey



#### REFERENCES

(Please type)	
ORGANIZATION	Chicago Park District
ADDRESS	Various Lagoons
CITY, STATE, ZIP	Chicago, IL
PHONE NUMBER	312-907-2754
CONTACT PERSON	David Wachtel
DATE OF PROJECT	2000 2014
ORGANIZATION	Hybernia HOA
ADDRESS	Hybernia Dr.
CITY, STATE, ZIP	Highland Park, IL 60035
PHONE NUMBER	847-459-0000
CONTACT PERSON	Kyla Mercer
DATE OF PROJECT	2003-2014
ORGANIZATION	Metropolitan Water Reclamation District
ADDRESS	1015 W. Peregrine Drive
CITY, STATE, ZIP	Palatine, IL 60067
PHONE NUMBER	847-584-5421
CONTACT PERSON	Dan Bergstrom
DATE OF PROJECT	2012-2013
DATE OF FROMEOF	
Bidder's Name:	Integrated Lakes Management

Bidder's Name: Signature & Date:

3/25/14 0

#### **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

#### **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 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 coverage required of the Contractor, shall be <u>specifically endorsed</u> 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 contractor, 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 contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten 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 coverage and limits described above directly to the Village of Orland Park, Attn: Denise Domalewski, 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 25th DAY OF March , 20 14

Signature

Sarah Zink, Vice President

Printed Name & Title

Authorized to execute agreements for: Integrated Lakes Management

Name of Company

#### SPECIAL MEETING OF DIRECTOR

special meeting of the Director of Α Integrated Lakes Management Inc., was held the offices of the at corporation in the City of Waukegan, State of November 1, 2011, at the hour of 5:00 p.m. Illinois, on

Keith Gray, being the sole Director of the President corporation of the corporation, and the announced that he is appointing Sarah Zink as a Vice corporation. As Vice President, President of the Sarah Zink will authority have to execute any and all documents, including, but not limited to, contracts and bids, regarding the operations of the corporation.

There being no further business before the corporation, the meeting was adjourned.

Keith Gray, Sole Director



# **COMPANY RESUME**

Founded in 1986, ILM now operates in two geographical markets: Chicago, IL and Atlanta, GA. Annual revenues are over \$2.5 million, with revenues in both the public and private sector. The company was sold in 2005 to current ownership, and is a small business enterprise. ILM provides a wide breadth of services. While most work can be categorized into one of our three departments; Aquatic, Consulting, or Terrestrial, ILM strives to design, implement, and manage projects with a "watershed approach". Looking at the bigger picture and pursuing outside the box solutions allows ILM to provide unrivaled comprehensive and integrated lake, pond, and natural area management.

## **COMPANY STRUCTURE:**

Integrated Lakes Management Officers: Keith Gray (President) Sarah Zink (Vice-President)	Aquatic Consulting	Algae and Aquatic Weed Control Aeration Installation and Maintenance Nutrient Deactivation Sediment Removal Wildlife Control Lake Mapping Fisheries Services Lake Management Plans Water Quality Wetland Delineations Permitting SWPPP Development DECI Inspections
	Terrestrial	Invasive Species Control Prescribed Burning Shoreline Stabilization Native Plant Installation Ecological Mowing Plant Surveys and Mapping

Phone: 847-244-6662

# CLIENTELE

ILM Proudly serves a diverse group of clients, including:

- Forest Preserve Districts
- Property Management Companies
- Land Conservancies
- Corporate Property Owners
- Park Districts
- Municipalities
- Landscape Companies
- Private Landowners
- Home Owners Associations
- Illinois Department of Natural Resources
- US Fish & Wildlife Service
- Non-Profit organizations and citizens groups
- Consulting and engineering firms

# ASSOCIATIONS/MEMBERSHIPS

ILM belongs to or supports various professional organizations at many levels, including:

- Chicago Wilderness\*
- Conserve Lake County\*
- Illinois Lake Management Association (ILMA)\*
- The Wetlands Initiative
- National Association of Lake Managers (NALMS)
- Midwest Ecological Landscapers Association (MELA)
- Open Lands
- National Ecological Contractors Assocation (NECA)\*
- Indian Creek Watershed\*
- Upper Des Plaines Ecosystem Partnership (UDPREP)\*
- Flint Creek Watershed
- Lower Des Plaines Watershed
- Mettawa Open Lands (MOLA)
- Illinois River Watch
- Community Associations Institute (CAI)
- Association of Condos, Townhomes, and Homeowner Associations (ACTHA)

\*Indicates current or past board member or officer

120 LeBaron St., Waukegan, IL 60085Phone: 847-244-6662Fax: 847-244-0261www.lakesmanagement.com

ACORD CI	ERTII	FICATE OF LIA	BILITY IN	SURAN		/2014	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an the terms and conditions of the policy, certificate holder, but holds and conditions of the policy.	ain policie					22044444444444444444444444444444444444	
certificate holder in lieu of such endorsem	enųs).		CONTACT				
Millenium Insurance Age	encv.	Inc	NAME: PHONE (A/C, No, Ext): 847-	267 140	0 FAX (A/C, No): <b>847</b> -	267 1405	
1757 N. Milwaukee Ave.			(A/C, No, Ext): C 4 / -	-367-140	(A/C, No):044 / -	367-1403	
Libertyville IL 60048							
				SURER(S) AFFORD		NAIC#	
NSURED Integrated Lakes			INSURER A . Erie		terstate Ins. Co.		
Two gracos Dakob	Mana	gement, inc.			terstate ms. co.		
120 LeBaron St	~~		INSURER C : AIG/			ļ	
Waukegan, IL 600	85		INSURER D : Erie	Exchang	<u> </u>		
847-244-6662			INSURER E :				
847-757-7885			INSURER F :			<u> </u>	
		E 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.							
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ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOF						
ERTIFICATE HOLDER			CANCELLATION				
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FOR	PRESENTATION	ONLY
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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

90. He 19

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Ą	CORD CERTIFICATE OF LIABILITY INSURANCE					•					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).											
	DUC				<b>7</b>	CONTA NAME:					
Millenium Insurance Agency, IncPHONE (AC, No. Ext): 847-367-1400FAX (AC, No.):847-367-141757 N. Milwaukee Ave. Suite 2E-MAIL ADDRESS Joanne@jtonge.com						367-1405					
L	ibe	rtyville, IL 60048				INSURER(S) AFFORDING COVERAGE NAICE					
						INSURE		Exchance			
INSU	RED	Integrated Lakes	Ma	nag	gement, Inc.					Co.	
		120 LeBaron St		-		INSURE	RC: Char	tis			
		Waukegan, IL 600	85					Exchang	ge		
		847-244-6662				INSURE					
		847-757-7885				INSURE				*****	
CO	VER	AGES CER	TIFIC	ATE	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.											
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	X	HIRED AUTOS X NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
The Village of Orland Park, and their respective officers, directors, trustees,											
employees and agents are additional insured on a primary/Non Contributory basis											
with respect to all claims arising out of by or on behalf of the named insured.											
Waiver of subrogation also applies											
					·····						
CERTIFICATE HOLDER CANCELLATION											
Village of Orland Park											

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

l Park Ave 50462	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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