
THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

**RESOLUTION
NO. 2019-R-019**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND U.S. AQUA VAC., INC., OF CRETE, ILLINOIS FOR THE APPLE POND SEDIMENT
REMOVAL.**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees**

RESOLUTION NO. 2019-R-019

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND U.S. AQUA VAC., INC., OF CRETE, ILLINOIS FOR THE APPLE POND SEDIMENT REMOVAL.

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered authorizing an Contract, a true and correct copy of such agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "agreement" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 10th day of April, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: Younker

APPROVED this 10th day of April, 2019, by the President of the Village of Tinley Park.


Village President Pro-Tem

ATTEST



Village Clerk

EXHIBIT 1

**CONTRACT BETWEEN THE VILAGE OF TINLEY PARK
AND U.S. AQUA VAC., INC., OF CRETE, ILLINOIS FOR
THE APPLE POND SEDIMENT REMOVAL**

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and **U.S. Aqua Vac** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **one hundred twenty nine thousand nine hundred and ninety nine and 00/100 Dollars (\$129,999.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Brian Piel

Name of Contractor (please print)

[Signature]

Submitted by (signature)

V.P. OF OPERATIONS

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Brian Piel

Name of Contractor (please print)

[Signature]

Submitted by (signature)

V.P. OF OPERATIONS

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Brian Piel

Name of Contractor (please print)

[Signature]

Submitted by (signature)

V.P. OF OPERATIONS

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Brian Pirl
Name of Contractor (please print)

[Signature]
Submitted by (signature)

V.P. OF OPERATIONS
Title

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

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Brian Pirl
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY:

5/22/19
Date

Printed Name: Brian P. ...

Title: V.P. OF OPERATIONS

VILLAGE OF TINLEY PARK

BY:
Mayor

4-16-19
Date

(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk

4-10-19
Date

(required if Contract is \$10,000 or more)

VILLAGE OF TINLEY PARK

BY:
Village Manager

4-15-19
Date

Exhibit A
SCOPE OF SERVICES

ADDENDUM NO. 1

Apple Pond Sediment Removal
2019-RFP-004
Tinley Park, Illinois 60477

February 21, 2019

This addendum forms part of the Contract Documents for the above named project and contains the following:

1) Questions and Answers

- a. Question 1: Please clarify the amount of material to be removed from the pond. RFP states 150 cubic yards, I calculate nearly 10,000 yards of sediment in the pond. Is the pond not being entirely cleaned?
 - i. Answer 1: The estimated quantity we had based on the previous underwater survey was at least 8,000 wet cubic yards. The entire pond is being cleaned. We understand that quantifying the amount of dry material that results from storing wet material on-site is an inexact science. The intent is to leave behind 150 CY of material to be reused on-site and to remove and dispose of all of the remaining material. We are asking the proposer to suggest the size and amount bags of wet material to be left on-site in order to eventually result in approximately 150 CY of dry material.
- b. Question 2: Question regarding the following: "All personnel onsite operating equipment in or out of the water needs to have proof of being properly trained at an accredited academy and have the proper certificates. All personal onsite operating equipment in or out of the water needs to have proof of being properly trained and licensed for sediment removal operation." Is this being enforced? Would company experience suffice?
 - i. Answer 2: The Village requires proper training for those completing the work. The Village does not consider company experience an acceptable substitute for proper training.

2) Clarifications

- a. Clarification 1: The rip rap removal item has also been added as an alternate in the Apple Pond Sediment Removal project RFP, since it may be more in line with the scope of work for that project instead.
- b. Clarification 2: A bid security is required. The conditions are as follows:

BID SECURITY

A certified check or bid bond on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the base bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

The Bid Security of the successful Respondent shall be returned to them immediately after the execution of the Agreement and upon delivery to the Owner of all requested bonds or certificates.

The Bid Security of all unsuccessful Respondents shall be returned to them, after the Bid opening, as soon as is practicable.

In submitting a Proposal, the Respondent understands and agrees that if their Proposal is accepted, and if Respondent fails to enter into an Agreement with the Owner, Respondent shall forfeit their Bid Security paid to the Owner, not as a penalty, but as liquidated damages due to such failure.

3) Changes to RFP Documents

- a. Change 1: The bid tabs have been updated with the rip rap removal item moved from part of the base bid to be an alternate pricing option. The updated bid tab has been included as part of this addendum, along with photos of the existing conditions.

END OF ADDENDUM 1

Apple Pond Sediment Removal
 Village of Tinley Park, IL
 Proposals Due: 2/26/2019
 Project #: 8323

A: SEDIMENT REMOVAL

Description	Estimated Days of	Daily Rate	SEDIMENT REMOVAL COST
Pond Cleaning:			
Remove sediment, sludge, silt and muck from waterway		\$	\$
TOTAL COST: SEDIMENT REMOVAL			\$

B: SEDIMENT AND BAGS LEFT ON-SITE

Description	Qty. of Bags	Unit Cost	BAGS AND SEDIMENT COST: LEFT ON-SITE
Furnish Bags:			
Provide bags in an amount to result in approximately 150 CY of dried material		\$	\$
Bag description:			
Locate Bags:			
Locate filled bags to designated dewatering area.		\$	\$
TOTAL COST: BAGS AND SEDIMENT LEFT ON-SITE			\$

C: SEDIMENT AND BAGS REMOVED FROM SITE

Description	Qty. of Bags	Unit Cost	BAGS AND SEDIMENT COST: REMOVED FROM SITE
Furnish Bags:			
Provide bags in an amount sufficient to remove all material from the site other than the on-site bags		\$	\$
Bag description:			
Remove and Dispose Bags:			
Remove filled bags from site and dispose per specifications		\$	\$
TOTAL COST: BAGS AND SEDIMENT REMOVED FROM SITE			\$

BASE BID	
TOTAL PROJECT COST:	A
+ B + C	\$

D: UNDERWATER SURVEY

Description	Qty.	Unit Cost	UNDERWATER SURVEY COST
Provide Survey:			
Measure depths of water and silt throughout Apple Pond, and provide a written document and map of findings	1	\$	\$
ADD ALTERNATE TOTAL COST:			D
			\$

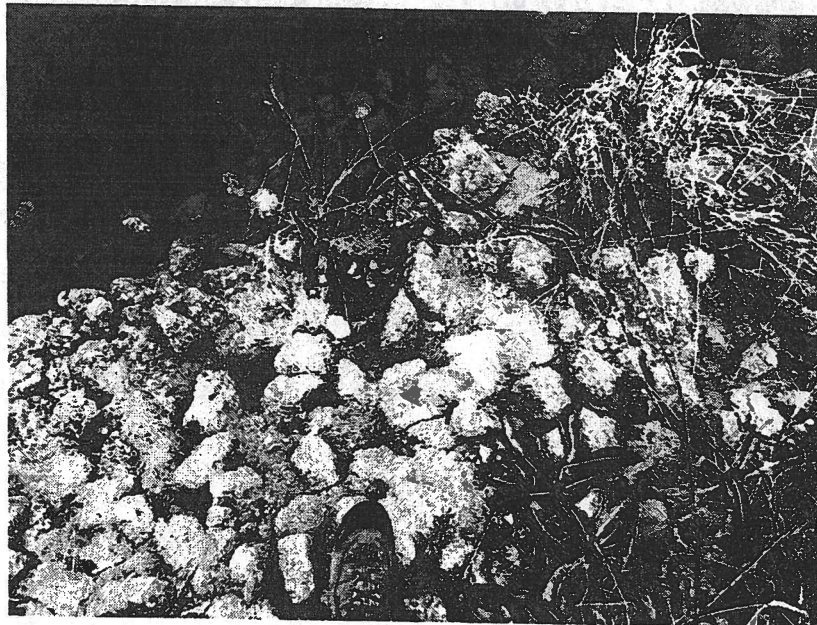
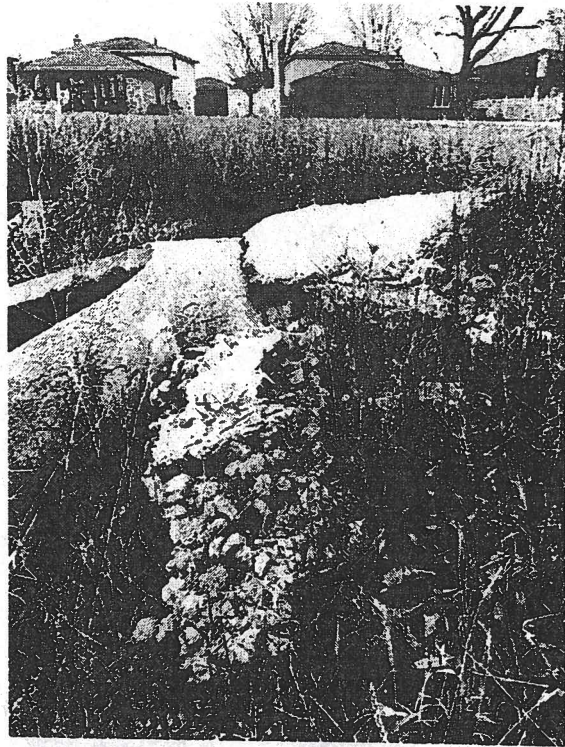
E: RIP RAP REMOVAL

Description	Linear Feet	Unit Cost	RIPRAP REMOVAL COST
Remove Concreted Rip Rap Edge:			
Includes removal/disposal of all existing concrete/riprap edge treatment around the perimeter of the pond.	1,705	\$	\$
ADD ALTERNATE TOTAL COST:			E
			\$

*All proposed costs include work done according to all of the details, requirements and specifications per the RFP documents.



SITE PHOTOS- JANUARY 2019



The Village of Tinley Park
Apple Pond Restoration RFP





Village of Tinley Park, Illinois
REQUEST FOR PROPOSALS
Apple Pond Sediment Removal
2019-RFP-004

The Village of Tinley Park ("the Village"), invites Proposals from a capable Contractor to coordinate and provide pond sediment removal services. The Contractor shall perform the following services beginning in Spring 2019.

- Provide all services and equipment necessary to remove the sediment from Apple Pond via pump/ vacuum system.
- Place sediment bags in the designated drying area.
- Remove and dispose of all other sediment bags.

Firms with demonstrated experience in this area, and with an interest in making their services available to the Village, are invited to respond to this RFP.

GENERAL REQUIREMENTS: Proposers are to submit four (4) packets. Submit **one (1) original plus three (3)** complete copies of the proposals.

SUBMISSION LOCATION: The Village Of Tinley Park- Clerk's Office
16250 South Oak Park Avenue
Tinley Park, IL 60477

SUBMISSION DATE: **Tuesday, February 26, 2019 by 12:00 p.m.**
Responses received after the time specified will not be opened.

PRE-SUBMITTAL MEETING: **Thursday, February 14, 2019 at 10:00 a.m.**
Recommended meeting at Public Works Facility:
7980 W. 183rd St
Tinley Park, IL 60477

CONTACT QUESTIONS: Submit questions via email to: Mitch Murdock at mitchell.murdock@site-design.com . Questions are required no less than one (1) week prior to the RFP opening date. **Absolutely no informal communication shall occur regarding this RFP, including requests for information or speculation between Proposers or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each proposer that the Village is aware of and may be answered by addendum.**

CONTENTS: The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- Notice of RFP
- General Terms and Conditions
- Project Overview
- Submission Requirements
- Requirements and Expectations
- Projected Timeline
- Pond Depth Measurements
- Bid Tab
- Site Plan



GENERAL TERMS AND CONDITIONS

1. **Negotiations:**
The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. Nothing in this RFP is intended as a contract or as any kind of promise or commitment to enter into an agreement.
2. **Confidentiality:**
RFPs and responses thereto are subject to the Illinois Freedom of Information Act ("FOIA").
3. **Reserved Rights:**
The Village of Tinley Park reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof, to reject any or all RFPs. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a proposer at any time, after the submission date, and failure to respond promptly is cause for rejection.
4. **Incurred Costs:**
The Village of Tinley Park will not be liable for any costs incurred by respondents in replying to this RFP.
5. **Award:**
Award, if any, will be based on the highest ranked responsive, responsible bidder. Award, if any, will be based on the evaluation criteria set forth herein.
6. **Discussion of RFP:**
The Village of Tinley Park may conduct discussions with any proposer who submits a response to this RFP. During the course of such discussions, the Village shall not disclose any information derived from one proposer to any other proposer.
7. **Time and Effort:**
Time is of the essence. The broker shall be able to devote sufficient resources to the Village of Tinley Park.
8. **Responsibility and Default:**
The proposer shall be required to assume responsibility for all items listed in this RFP. The successful proposer shall be considered the sole point of contact for purposes of any service agreement entered into by the Village.
9. **Interpretations or Correction of Request for Proposals:**
Proposer shall promptly notify the Village of Tinley Park of any ambiguity, inconsistency or error that they may discover upon examination of the RFP. Interpretation, correction and changes to the RFP will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.
10. **Addenda:**
Addenda are written instruments issued by the Village prior to the date of receipt of qualifications, which modify or interpret the RFP by addition, deletions, clarifications, or corrections. Each proposer shall ascertain prior to submitting a qualifications packet that all addenda issued have been received, and by submission of a qualification packet, such act shall be taken to mean that such proposer has received and understands fully the contents of the



addenda.

11. **Taxes:**

The Village of Tinley Park is exempt from paying Federal and Illinois State taxes.

12. **Non-Discrimination:**

Proposer shall comply with the Illinois Human Rights Act, 778ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to, the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 780 (Appendix A), which is incorporated herein by reference.

13. **Insurance: *Please submit certificate with your proposal***

The proposer must obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance. Insurance in the following types and amounts is necessary:

A. **Worker's Compensation and Employer's Liability** with limits not less than:

- a. (1) Worker's Compensation: Statutory;
- b. (2) Employer's Liability;
- c. \$1,000,000 injury-per occurrence
- d. Such insurance shall evidence that coverage applies in the State of Illinois.

B. **Comprehensive Motor Vehicle Liability** with limits for vehicles owned, non-owned or rented not less than:

- a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident

C. **Comprehensive General Liability** with coverage written on an "occurrence" as is and with limits no less than:

- a. Each Occurrence: \$ 1,000,000
- b. General Aggregate: \$2,000,000
- c. Products and completed operations: General Aggregate: \$2,000,000

D. **Coverage's shall include:**

- a. Premises/Operations
- b. Independent Vendors
- c. Personal Injury (with Employment Exclusion deleted)
- d. Broad Form Property Damage Endorsement
- e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

E. **Umbrella Policy.** The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement



naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

F. **Other Insurance Provisions -**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

14. **Change in Status:**

The proposer shall notify the Village of Tinley Park immediately of any changes in its status resulting from any of the following: (a) proposer is acquired by another party; (b) proposer becomes insolvent; (c) proposer, voluntarily or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate any professional working relationship with the vendor immediately on written notice based on any such change in status.

15. **Precedence:**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Tinley Park Request for Proposals; and the Proposers Response to RFP.

16. **Submittal and Evaluation Factors:**

The contract will be awarded to the Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the



Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a Contractor who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Experience and qualifications;
- B. Ability to complete required work in a timely manner;
- C. Fee amount and terms;
- D. Experience with other Municipalities and/or projects of comparable scale

PROJECT OVERVIEW

1. Introduction and Purpose

The Village of Tinley Park (The Village) in its role of maintaining certain stormwater management properties in the public realm, seeks a proposal from a capable Contractor to coordinate and provide aquatic sediment removal services at Apple Pond. The Village has identified an area in the northwest corner of the site where a limited volume of sediment can be placed in dewatering bags to dry out. The Village would like to have approximately 120 cubic yards of dried material left in the bags in that area.

II. SCOPE OF SERVICES AND SPECIFICATIONS

It is the responsibility of the successful Responder to meet the requirements of the following scope of services and specifications:

1. General

- A. Contractor shall be responsible for all mobilization of equipment and materials to and from the site.
- B. Furnish all equipment, including pumps, barges, hoses, filters, generators, and any other necessary tools involved in the removal of sediment from the pond.
- C. Furnish all sediment bags and any other materials necessary for the installation or placement of the sediment bags as noted in the plans.
- D. Furnish all sediment bags and any other materials necessary for the removal and disposal of the bags from the site, as noted in the plans.
- E. Bid will be based on completed project by cleaning waterway of sediment from shoreline to shoreline.

2. Products

- A. Sediment bags shall be of material specific for the use of the product on this project. The contractor shall provide the manufacturer's documentation for the sediment bags regarding approved use for this application, weight capacity, force capacity, environmental deterioration expectations, methods of disposal after use, and any other manufacturer recommendations.
- B. Any additional products used on the project must meet approval of the Village of Tinley Park and are subject to all industry quality standards and the manufacturer's recommended guidelines for use.

3. Execution

- A. Pumping Equipment



1. Sediment shall be removed via a pump / vacuum system with no less than 75 H.P. with no less than a 1800 gpm flow rate allowing heavy solids.
 2. Intake and Discharge hoses shall be no less than 6" in diameter.
 3. Any and all hydraulics and pumps in or around the waterway need to be operated with a food grade hydraulic / vegetable oil that will not pollute the waterways if it was to leak and seep into the water.
 4. All equipment shall be placed such that the Village of Tinley Park/ Apple Pond stormwater management and operations are uninterrupted. Traffic and roadway operations on Apple Ln, 161st St, Crekmont Ct and adjacent streets must remain open and uninterrupted.
 5. All personnel onsite operating equipment in or out of the water needs to have proof of being properly trained at an accredited academy and have the proper certificates.
 6. All personal onsite operating equipment in or out of the water needs to have proof of being properly trained and licensed for sediment removal operation.
- B. Sediment Bag Placement
1. The containment bags shall be placed within the limits of the sediment removal pump capacity.
 2. The on-site bag placement location has been determined by the Village of Tinley Park, as indicated on the plans. Containment bags left on-site shall be placed within the identified areas in a manner in which they receive optimum drainage but not interfere with the routine maintenance of the area. Bags must be placed outside of a Flood Plain.
 3. As the Village of Tinley Park has provided a flat drying area, the contractor shall be responsible for any bracing and securing of containment bags so as to make safe their placement and not pose any threat of danger or hazard to local personnel or wildlife.
 4. The quantity of bags placed in the drying area will not exceed an amount estimated to provide 120 cubic yards of dried material, but could be as low as zero. The material may be reused on site as part of a separate contract. The exact amount of bags and material to be left on-site will be determined by the Village.
- C. Sediment Bag Removal
1. All sediment bags beyond those left in the drying area shall be removed from the site and disposed of properly in adherence to all applicable laws and regulations.
 2. Proper documentation from the facility accepting the material in the removed sediment bags shall be provided to the Village of Tinley Park.

SUBMISSION REQUIREMENTS

1. Company Profile- Responder shall include a short written description with background information about the company.
2. Pricing- Must be included in the cost proposal, as listed on the detailed bid tab.
3. Sediment Bag Plan and Documentation- Responder shall provide a written description of the plan for the sediment bags proposed for the dry out area, including the sizes and quantities of bags proposed. Manufacturer's documentation shall be provided for all types of sediment bags proposed for use on the project.
4. References - Responder shall include three (3) references from past projects with a similar scope of work.



5. Qualifications- Responder shall provide evidence that the personnel who will be onsite operating equipment in or out of the water have been properly trained at an accredited academy and have the proper certificates.
6. Insurance Certificate- Must be included per the insurance requirements noted in Section 13 of the General Terms and Conditions above.

REQUIREMENTS AND EXPECTATIONS

The following are general requirements and expectations of the selected Contractor:

1. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
2. The Contractor must be able to receive requests via e-mail.
3. The Contractor is expected to have all necessary supplies, equipment, personnel, and skills to complete the project in a timely manner;
4. Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of The Village.
5. The surrounding area shall have a neat, professional looking appearance upon completion of the job, and
6. All contractor employees shall wear suitable uniforms during the time they are on Village property or public ROW areas.

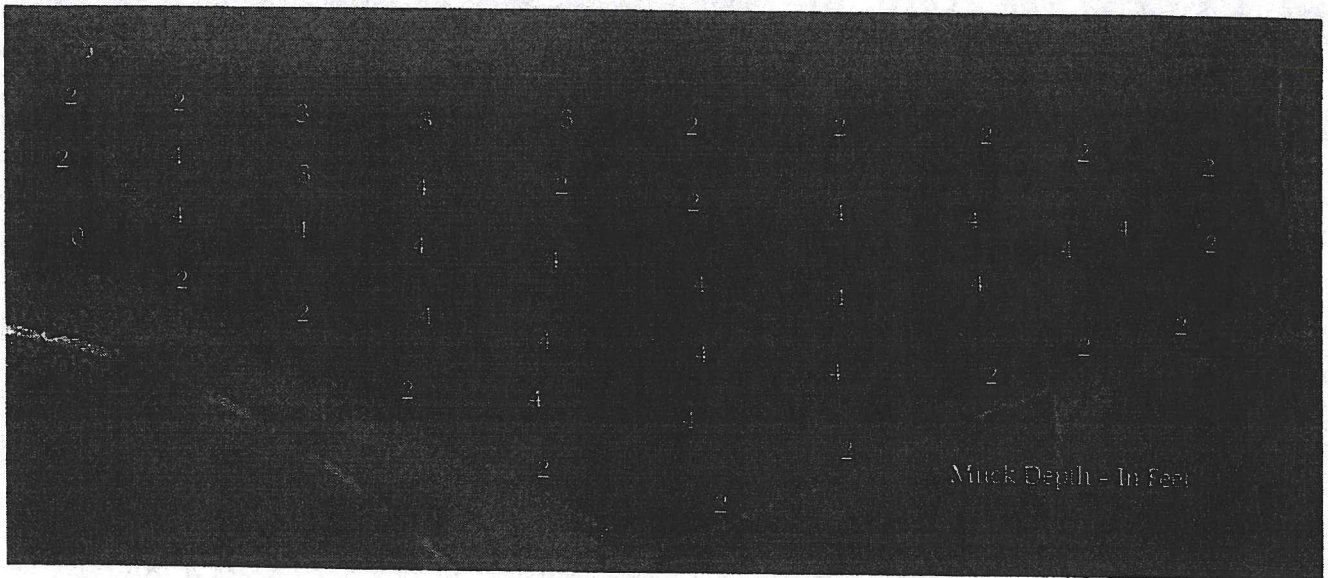
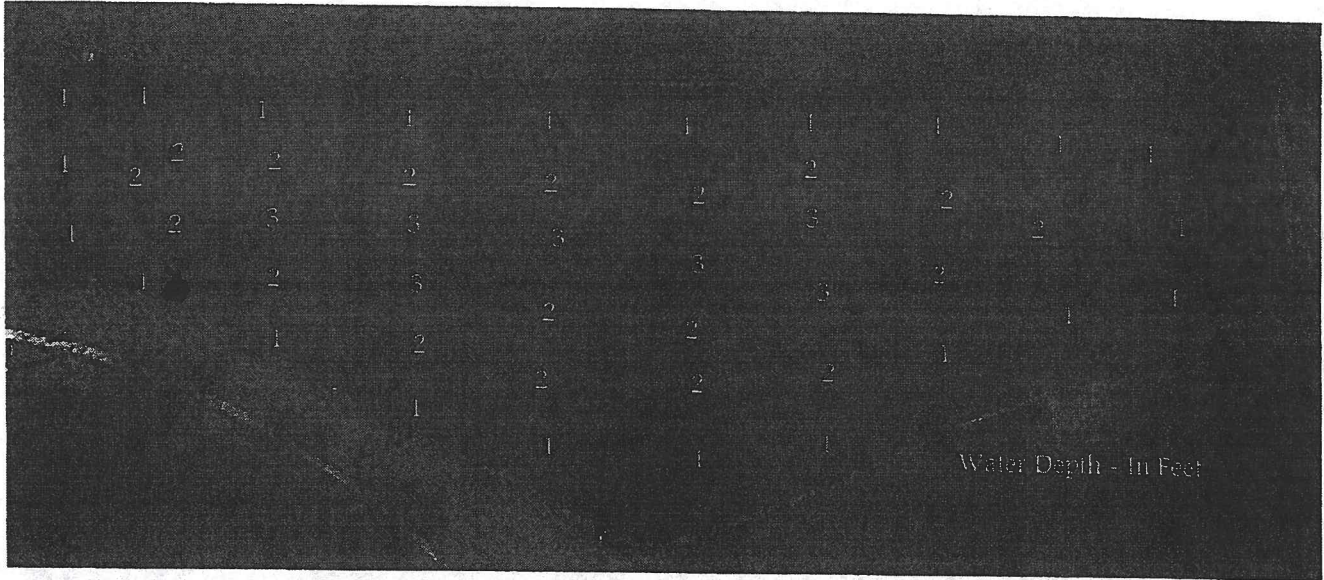
PROJECTED TIMELINE

Every effort will be made to adhere to the following schedule:

RFP Released:	February 5, 2019
Proposals Due	February 26, 2019 at 12:00 PM
RFP Review	February/March 2019
Committee Review	March 2019
Board Approval	March 2019



Pond Depth Measurements- Taken 2012



Apple Pond Sediment Removal
 Village of Tinley Park, IL
 Proposals Due: 2/26/2019
 Project #: 8323

A: SEDIMENT REMOVAL

Description	Days of Work	Daily Rate	SEDIMENT REMOVAL COST
Pond Cleaning:			
Remove sediment, sludge, silt and muck from waterway		\$	\$
TOTAL COST: SEDIMENT REMOVAL			\$

B: SEDIMENT AND BAGS LEFT ON-SITE

Description	Qty. of Bags	Unit Cost	BAGS AND SEDIMENT COST: LEFT ON-SITE
Furnish Bags:			
Provide bags in an amount to result in approximately 150 CY of dried material		\$	\$
Bag description:			
Locate Bags:			
Locate filled bags to designated dewatering area.		\$	\$
TOTAL COST: BAGS AND SEDIMENT LEFT ON-SITE			\$

C: SEDIMENT AND BAGS REMOVED FROM SITE

Description	Qty. of Bags	Unit Cost	BAGS AND SEDIMENT COST: REMOVED FROM SITE
Furnish Bags:			
Provide bags in an amount sufficient to remove all material from the site other than the on-site bags		\$	\$
Bag description:			
Remove and Dispose Bags:			
Remove filled bags from site and dispose per specifications		\$	\$
TOTAL COST: BAGS AND SEDIMENT REMOVED FROM SITE			\$

BASE BID TOTAL PROJECT COST: A + B + C	\$
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D: UNDERWATER SURVEY

Description	Qty.	Unit Cost	UNDERWATER SURVEY COST
Provide Survey:			
Measure depths of water and silt throughout Apple Pond, and provide a written document and map of findings	1	\$	\$
ADD ALTERNATE TOTAL COST:			D \$

*All proposed costs include work done according to all of the details, requirements and specifications per the RFP documents.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2019

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).

PRODUCER MJ Schuetz Insurance Services Inc. 55 Monument Circle, Suite 500 Indianapolis IN 46204	CONTACT NAME: Linda Thompson	
	PHONE (A/C, No, Ext): 317-548-3047	FAX (A/C, No): 317-639-6910
E-MAIL ADDRESS: lthompson@mjsis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Colony Insurance Company		39993
INSURER B : Erie Insurance Exchange		26271
INSURER C : Accident Fund Ins Co of		10166
INSURER D :		
INSURER E :		
INSURER F :		

INSURED USAQU-1
 U.S. Aqua Vac Inc
 16067 Colorado St. Bldg 2
 Hebron IN 46341-9011

COVERAGES

CERTIFICATE NUMBER: 995930411

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	PACEP307055	5/19/2019	5/19/2020	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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	Q51940053	5/19/2019	5/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC307056	5/19/2019	5/19/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	121996819177501267	6/12/2019	6/12/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The Village of Tinley Park is shown as additional insured. The workers compensation coverage applies to the State of Illinois. Forms EPACE001-0415 and AC7006 0316 attached.

CERTIFICATE HOLDER**CANCELLATION**

The Village of Tinley Park
 1625 S Oak Park Ave
 Tinley Park IL 60477

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

AUTHORIZED REPRESENTATIVE


M.J. Schuetz Insurance Services

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-019, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND U.S. AQUA VAC., INC., OF CRETE, ILLINOIS FOR THE APPLE POND SEDIMENT REMOVAL.”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 19, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of March, 2019.



KRISTIN A. THIRION, VILLAGE CLERK