

## 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 **Aquamist Plumbing and Lawn Sprinkling Co., Inc** (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 thirty thousand dollars and 00/100 Dollars (\$ 30,000.00). 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 wavier 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 contract 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.

AQUAMIST

Name of Contractor (please print)

[Signature]

Submitted by (signature)

Vice-President

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.

AQUAMIST

Name of Contractor (please print)

[Signature]

Submitted by (signature)

Vice-President

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.

AQUAMIST

Name of Contractor (please print)

[Signature]

Submitted by (signature)

Vice-President

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.

Urbanist  
Name of Contractor (please print)  
Vice-President  
Title

[Signature]  
Submitted by (signature)

### 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)

Urbanist  
Name of Contractor (please print)  
Vice-President  
Title

[Signature]  
Submitted by (signature)

**[NAME OF CONTRACTOR]**

BY: [Signature] 1/26/18  
Date  
Printed Name: June Tasloff Zito  
Title: Vice President

**VILLAGE OF TINLEY PARK**

BY: [Signature] 1-16-18  
Date  
Mayor  
(required if Contract is \$10,000 or more)

ATTEST:

[Signature] 1-16-18  
Date  
Village Clerk  
(required if Contract is \$10,000 or more)

**VILLAGE OF TINLEY PARK**

BY: [Signature] 1-16-18  
Date  
Village Manager

**Exhibit A**  
**SCOPE OF SERVICES**

**Village of Tinley Park  
16250 S. Oak Park Ave  
Tinley Park, IL**

## **Seasonal Irrigation System Maintenance**

### **GENERAL IRRIGATION MAINTENANCE SPECIFICATIONS**

#### **PART ONE • GENERAL**

##### **1.1 SUMMARY**

- A. The Village of Tinley Park, known as the Owner, requests bids for IRRIGATION SYSTEMS seasonal and preventive maintenance and repairs at various Village sites for a period of one (1) year with four (4) options for renewal for a total of five (5) years possible. First year to be May 1<sup>st</sup> to December 31<sup>st</sup> 2017.

##### **1.2 QUALITY ASSURANCE**

- A. The Contractor warrants to the Owner that the materials used and furnished for the work will be new and that the work will be good quality and free from defects for a period of one year from the date of installation.
- B. No service or repairs will be performed without prior approval from the owner that is not included in the seasonal adjustments, start up and winterization. Any additional repair service and /or parts that the winning contractor deems necessary, beyond the original repair request, must first be approved by the owner. All warranty claims shall be completed within 24 – 48 hours at no additional cost to the owner.
- C. All repairs and service shall be completed within the time frame as defined by the owner. Any extension of this time must have prior approval from the Owner. Every effort must be made to meet appointment schedules and promised completion times.

##### **1.3 IRRIGATION CONTRACTOR QUALIFICATIONS**

- A. Each bidder shall have maintained at least 5 (five) irrigation systems of similar

size scope within the last 3 (three) years. The Contractor must submit a list of projects which meet this requirement along with the proper contact name, address and telephone number of the parties that can verify the reference.

- B. The Contractor shall be certified by the State of Illinois and the Irrigation Association as a Certified Irrigation Contractor (CIC). The contractor shall provide with submittals, a copy of their current CIC certificate.
- C. The Contractor shall designate a competent project superintendent and any necessary assistants to oversee the maintenance for the entire phase of the contract. The superintendent shall have the authority to represent the Contractor in his absence and all directives given to the superintendent shall be as binding as if given to the Contractor. The contractor's superintendent must be proficient in the use and interpretation of the English language.
- D. The contractor is to have experience with Baseline control systems for at least 1 year and have successfully installed and programmed these control systems. The Contractor must submit a list of projects which meet this requirement along with the proper contact name, address and telephone number of the parties that can verify the information.
- E. The contractor shall have a tablet or smart phone with web service to access the control systems on-site and remotely. The contractor shall set up the Baseline controllers with the correct email settings for notifications for the client and the contractor. The contractor is to monitor the Baseline system and address any errors that arise.

#### 1.4 CODES AND INSPECTIONS

- A. The entire maintenance work shall fully comply with all local and state laws and ordinances, and with all the established codes applicable thereto.

#### 1.5 CONTRACTOR REQUIREMENTS

- A. The contractor shall comply with the prevailing wage act and any associated filing requirements.
- B. The contractor shall be Licensed and Bonded in the Village of Tinley Park. Contact the Building Department (708)444-5100 for requirements.

### PART TWO • EXECUTION

#### 2.1 System Repairs

- A. SCOPE OF WORK FOR PREVENTIVE MAINTENANCE AND REPAIR The Village of Tinley Park requests bids for preventive maintenance and repair

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and winterization, spring start up, on-call maintenance, and emergency

repair support services for existing irrigation systems throughout the Village for a period of one (1) year. All work shall be completed within 48 hours of notice.

- B. The services provided are intended to supplement and complement the efforts of the Village maintaining the serviceability of the existing systems. The successful Contractors shall be required to perform base services, and related supplemental services at any of the irrigation zones on an as needed basis, as directed by the Owner.
- C. The Contractor shall provide all equipment required to provide preventive maintenance and repair. When needed for sprinkler system repairs such as broken or missing heads, leaking lines, head straightening, malfunctioning controllers, or other problems are included in this bid.
- D. For any repairs or product installations, the contractor shall follow the Village's standard section 328400 materials and installation requirements for irrigation systems.
- E. Please supply a per-hour rate for crews to perform work on these repairs as they are needed throughout the service period. Materials will be in addition to the labor. The contractor shall carry replacement components and proper tools for execution of the maintenance and repair of the irrigation systems at each site visit.
- F. TIME AND MATERIAL HOURS Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates. Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above. All invoices are required to include the proper purchase order number, which can be obtained by calling the owner.
- G. HOURLY LABOR RATE The Village does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked at the bid rate. The labor charge should include all travel time. No additional travel will be honored.
- H. The work is to be performed at all of the Village of Tinley Park's sites that have an irrigation system.
  - 1. Police Station- 7850 183<sup>rd</sup> St  
One controller, One interior RPZ
  - 2. Village Hall- 16250 Oak Park Av  
One controller, Rainbird ESP 32, 32 zones – interior 2" RPZ, small booster
  - 3. Oak Park Av Metra Station- Oak Park Av, North St, South St  
Three controllers, Hunter ProC, 6 zones, 7 zones, 12 zones – two exterior RPZ's, 1" and 1.5"
  - 4. Harlem Ave Medians- From just south of 183<sup>rd</sup> St to 161<sup>st</sup> St

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Hunter XC Battery operated controllers, five total, 3 stations, 6 stations, 6 stations, 11 stations and 10 stations

Exterior RPZ, 1" (3)

Exterior RPZ 1.5" (1)

5. 171<sup>st</sup> St Medians- 80<sup>th</sup> Av to 78<sup>th</sup> Av

One Controller, Baseline 3200 DC 24v--14 zones, one exterior 1.5" RPZ

6. Fire Station #4- 7801 191<sup>st</sup> St

One controller, RainBird ESP-LX 12, 12 zones-- one interior 1.5" RPZ

7. LaGrange Rd Medians- 171<sup>st</sup> to 179<sup>th</sup>

One controller, Baseline web access, 2 wire with Watertronics 5hp booster station -- one exterior 2" RPZ built into pump enclosure. 68 zones

- I. **PERMITS AND RESPONSIBILITIES** The Contractor shall be responsible for obtaining all necessary licenses and permits. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. In addition, the Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work.

The Contractor shall comply with all applicable revisions, additions, changes and/or upgrades to any Federal, state, and municipal laws, codes, and regulations which are in effect on the date of Contract and which affect the performance of the work. The Contractor shall also obtain and pay the costs of any royalties and licenses for any patented or copyrighted items used in the performance of the work.

- J. The Contractor shall repair and maintain all equipment covered under this Contract in compliance with the requirements of all local codes and manufacturers installation specifications and guidelines. The Contractor shall perform all services utilizing, at a minimum, the following guidelines:
1. **Monitoring** -- All underground irrigation zones shall be operated and visually checked for leaks, broken heads, heads out of adjustment and improperly functioning electric valves.
  2. **Broken Irrigation Lines** -- Broken underground irrigation lines shall be repaired in accordance with all applicable codes.
  3. **Broken Heads** -- Broken heads shall be replaced with new identical heads or repaired with original manufacturer's parts, to function according to the manufacturer's specifications.
  4. **Faulty Valves** -- Faulty valves shall be replaced with new identical valves or repaired to original manufacturer's specifications.
  5. **Clogged Heads** -- Any head that is not properly functioning shall be examined for material(s) lodged in the head. The head shall be disassembled, cleaned, reassembled, and checked.
  6. **Wiring Problems** -- An underground wire tracer shall be used to locate wiring breaks. Breaks shall be repaired in accordance with all applicable local codes and with 3M DBY-6 waterproof connectors.
  7. **Underground Installation repairs** -- underground main pipe repairs shall be marked with metallic tape or low voltage wires prior to backfill (if applicable). Underground irrigation repairs shall be performed in accordance with applicable codes.
  8. The Contractor shall restore landscape to its original condition, including

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- sodding all disturbed areas, re planting shrubs and mulching.
9. The Contractor shall remove all debris resulting from installation and repair of irrigation systems.
  10. All work is to follow Tinley Park's irrigation section 328400, planting irrigation.

**K. SAFETY**

1. The contractor is responsible for taking every precaution to protect their employees, the public and Village property.
2. All work to be performed shall comply with all Tinley Park and IDOT flagging, traffic control and protection requirements while working at sites. All work to conform to the applicable Highway Standards, Standard Specifications for Road and Bridge Construction. All traffic control devices shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. The contractor shall follow all OSHA and EPA standards.
3. The CONTRACTOR is responsible for all site safety, not the Village of Tinley Park. The contractor is responsible for all means, methods and site safety. This is to be incidental in the bid numbers.

**2.2 IRRIGATION SEASONAL MAINTENANCE**

- A. **Preseason/Spring start-up** completed by May 15th of each calendar year.
  1. Install RPZ devices.
  2. Test RPZ and certify the RPZ by a certified backflow prevention device testing plumber. Provide plumbers license and his certified BPD/backflow prevention or inspectors license. PRZ inspection tag shall be placed on the unit by the inspecting plumber. All plumbing codes must be followed.
  3. Open system valves and fill system.
  4. Check system for leaks.
  5. Replace non-rechargeable batteries (9volt) per controller.
  6. Clean nozzles on all heads.
  7. Align irrigation heads ensuring the heads are at proper elevation and is vertical.
  8. Operate entire system through an abbreviated cycle.
  9. Check operation of rain and/or soil sensors and verify they are working.
  10. Activate program schedule for entire system.
  11. Replace any missing parts such as nozzles or valve box covers.
  12. Inspect the system and prepare a report indicating any repairs that are needed.
  13. Provide a written report to the Village with all that was done to the system and the report shall indicate any repairs that are needed that are beyond normal maintenance and service by the contractor.
- B. The Contractor shall provide a minimum of one crew for Spring Start-up and make needed repairs.

Repairs identified beyond the seasonal services during spring start up inspection maybe performed under the additional services portion of this proposal.

Contractor to get owner's approval prior to performing and additional services.

Neither Spring Start-up nor shall repairs be delayed or postponed due to lack of

Contractor manpower.

If broken and/or damaged parts are found during spring start up inspection, an Owner's representative and the Contractor shall determine if breakage is the result of freezing caused by faulty Winterization, or if others cause the breakage or damage to the system. If breakage is the result of freezing, due to improper Contractor Winterization, the Contractor shall make the needed repairs at no cost.

1. Provide a written report to the Village by the 15<sup>th</sup> with all that was done to the system and the report shall indicate any repairs that are needed that are beyond normal maintenance and service by the contractor.
2. If any repairs beyond the contract are needed, prepare a proposal for repairs and get the Village's approval for such repairs prior to completing them.

**C. Monthly inspections**

1. Inspections to be completed June, July, August and September. Site inspection are to be completed by the 15<sup>th</sup> of each month.
2. Monthly inspections to include:
  - a. Inspect controllers time and programming.
  - b. Make necessary adjustments to controller with approval of owner.
  - c. Check operation of sensors.
  - d. Walk site to check plant condition related to irrigation.
  - e. Check valves for leaks.
  - f. Inspect for broken or damage pipes, heads, and components.
  - g. Check and clean clogged heads.
  - h. Check the irrigation heads in for proper elevation.
  - i. Adjust and align all irrigation heads for proper and consistent watering.
  - j. Inspect turf for even coverage by irrigation system.
  - k. Run system through an abbreviated cycle.
  - l. Provide a written report to the Village by the 15<sup>th</sup> of the month with all that was done to the system and the report shall indicate any repairs that are needed that are beyond normal maintenance and service by the contractor.
  - m. If any repairs beyond the contract are needed, prepare a proposal for repairs and get the Village's approval for such repairs prior to completing them.

**D. Irrigation winterizing**

1. Winterization to be completed by October 15<sup>th</sup> of each calendar year.
2. Turn water source off.
3. Remove RPZ Devices when outdoors, store for the winter at contractor's facility or as directed by the Village. Cap all ends where the backflow unit is removed.
4. Remove all required filters
5. Blow out all lines with compressed air.
6. Turn off controller.
7. Winterize system and booster pumps or pump stations.
8. The Contractor shall monitor and provide systems adjustment recommendations and physical inspections of the irrigation areas prior to winterization. The Contractor shall make any system adjustments as needed.
9. Provide a written report to the Village by the 15<sup>th</sup> of the month with all that was done to the system and the report shall indicate any repairs that are needed that are beyond normal maintenance and service by the contractor.
10. If any repairs beyond the contract are needed, prepare a proposal for repairs and get the Village's approval for such repairs prior to completing them.

The Contractor shall provide a minimum of one crew for winterization. The Contractor shall have the capacity to provide a second crew for support and to make any as needed repairs.

The Owner's Maintenance Personnel may make needed repairs to all irrigation zones and systems prior to winterization and spring start up. In the event that all repairs are not made, the Owner may request the Contractor to make the repairs under Additional Services. Neither Winterization nor required repairs shall be delayed or postponed due to a lack of Contractor manpower.

Winterization and preventive maintenance shall include the following procedures that shall be performed in accordance with manufactures specifications for each system zone:

Blow out water using appropriate size air compressor. The compressor shall have a minimum capacity range of 100 to 250 CFM, and shall be regulated to an industry acceptable range of 40-45PSI, by use of a pressure regular. Contractor shall take measures to preclude excessive friction and heat build-up, due in part, to the rapid induction of forced pressurized air into the irrigation system during blowout.

### 2.3 PAYMENT

- A. This work shall be paid for at the contract lump sum rate and shall include all labor, materials, and equipment necessary to complete the work. The payment shall be broken into six (6) equal payments, April through October or as agreed upon with the Village and submitted monthly for approval. Should additional work be required, the approved amounts, should be submitted during the month the work was performed.

### 2.4 CLEANING THE PREMISES

- A. The contractor shall at all times keep the premises on which the work is being done and the adjoining premises clean of rubbish caused by the work, and will be responsible for repair of any damage to Village property caused by his work.
- B. The Contractor and each of its employees shall comply with all applicable OSHA and Village rules and practices while on the job site. The Owner reserves the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

In the event that the Village should elect to stop work because of any type of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The Contractor shall pay all additional expenses.

The operation of the Contractor's vehicles or private vehicles by the Contractor's employees on or about the property shall conform to posted regulations and safe driving practices. Aisles, passageways, alleyways, entrances or exits to fire protection equipment must be kept unobstructed at all times.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles. Damage caused by the Contractor to any properties shall be repaired or replace to the satisfaction of the Owner at the expense of the Contractor. The Owner, at its sole direction, may elect to repair or replace the damaged property, and deduct such costs from monies due the Contractor.

**PART THREE- CONTRACT TERM**

**3.1 CONTRACT TERM**

- A. The term of the Contract shall be from May 1<sup>st</sup> to December 31, 2017. Each following year (4 optional) will be January 1<sup>st</sup> to December 31<sup>st</sup>.
- B. This contract may be extended at the Village's discretion for four (4), one (1) year extensions.
- C. The Village reserves the right to cancel and terminate the same at any time giving a 30 day (30) day notice in writing to the contractor. Termination may occur if the Village observes poor performance and /or unacceptable below standards as call for in the contract.

## **Irrigation System Maintenance Checklist**

### **Controller**

Controller cabinet Open the cabinet for the irrigation controller and make sure it is free of debris such as cobwebs or dirt.

Replaced controller battery

Wiring Check all wiring connections for wear and breakage. Repair if necessary.

Time/day settings -Check the time/day settings on your controller to make sure they are correct.

### **Sprinkler System**

Flush system before running the system, remove the last sprinkler head in each line and let the water run for a few minutes to flush out any dirt and debris. Replace the sprinkler heads and turn the system on, running one valve at a time.

Broken or clogged heads- Look for obviously broken or clogged heads and make the necessary repairs.

Broken/leaking valve or pipe Observe the lowest head in each station for leaks.

High pressure - Look for a very fine mist from spray heads caused by excessive pressure in the system. Correct the problem by turning the flow control down.

Low pressure Check to see if the sprinklers are covering the desired area uniformly.

Incorrect spray arc Check to see that irrigated areas are being covered completely. Consider adjusting the spray pattern if possible, or replace the spray nozzle(s) with another that has the correct spray pattern.

Over-spray Look for over-spray of sprinklers onto sidewalks, driveways, and streets. The sprinklers' spray patterns should either be adjusted or changed to a pattern that will stay within the planting area.

Spray pattern blocked or misdirected Look for blocked spray patterns. Remove vegetation and other obstructions that may be blocking the spray.

Sunken heads/short pop-ups -Check each head to see that it is at ground level. Raise sunken heads to grade or replace existing short pop-up heads in the lawn with taller pop-ups, as necessary.

Tilted heads - Heads should be aligned vertically, except in sloped areas. In a sloped area, heads should be aligned perpendicular to the slope to achieve proper coverage. Tilted heads can cause ponding and uneven coverage.

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2018

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

Flag Insurance Services Inc  
659 Fairway Lane

Frankfort IL 60423

## INSURED

Aquamist Plumbing & Lawn Sprinkling Co, Inc  
14526 Chicago Rd

Dolton IL 60419-1743

CONTACT NAME: Elizabeth Flagler

PHONE (A/C, No, Ext): (312) 939-1515

FAX (A/C, No): (312) 939-1516

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: West Bend

15350

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL1811804894

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE X OCCUR	X	0132082	4/25/2018	4/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PPAK \$
	GEN'L AGGREGATE LIMIT APPLIES PER					
X	POLICY PRO-JECT LOC					
	OTHER					
	AUTOMOBILE LIABILITY					
A	X ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS	X 0132082	4/25/2018	4/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PPAK \$
X	UMBRELLA LIAB	X OCCUR				
A	EXCESS LIAB	CLAIMS-MADE				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED X RETENTION \$ 10,000	X	0132082	4/25/2018	4/25/2019	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				X PER STATUTE OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0012766	4/25/2018	4/25/2019	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licenencees, invitees, and attorneys to be included as an additional insured.

## CERTIFICATE HOLDER

Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

## CANCELLATION

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

William Flagler/BILLY

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# Memorandum



**To:** John Urbanski, Assistant Public Works Director and  
Kevin Workowski, Public Works Director

**From:** Kelly Mulqueeney, Street Superintendent

**Date:** November 27, 2017

**Subject:** Recommend Bid Award: Contract Award Irrigation 2018 renewal (2 of 3)

Presented for January 23, 2018 Village Board Agenda for consideration and possible action:

**Description:** Public Works, in its role of maintaining village-owned properties seeks the services of a capable contractor to do winterization, repairs, and start up to our irrigation system at 3 site locations and 4 facilities locations. The current contract include pricing for 2 optional contract extensions of 1 year each that may be approved at the sole discretion of the Village. This will be the first extension of the contract. The past year this contractor has proven to be a professional, reliable contractor with reasonable rates.

**Locations:**

- LaGrange Rd- (Does not begin until final walk through is approved)
- Harlem Avenue
- 171<sup>st</sup> Medians
- Fire Station #4
- Oak Park Ave Metra Stations
- Village Hall
- Police Station

**Background:** This service contract was advertised on March 31<sup>st</sup> 2017 in accordance with state bidding laws; two (2) sealed bids were received. Bids were opened and read publicly on Wednesday, April 25<sup>th</sup>, 2017 at 2:00 p.m. and received as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
<b>Aquamist Plumbing and Lawn Sprinkling Co., Inc</b>	<b>Dalton, IL</b>	<b>\$28,907.00</b>
*Halloran and Yauch	Lake Forest, IL	\$16,970.00

\*Does not qualify. Quote did not meet the scope in the bid specifications and bid was incomplete. Bids were reviewed by Village attorneys and a recommendation from a specialist was required.

**Budget / Finance:** Funding in the amount of \$28,907.00 will be budgeted in the FY19 Budget; Road and Bridge Operating and Maintenance Budget.

Budget Requested	\$30,000.00
Lowest responsible quote	<u>\$28,907.00</u>
Difference -under BUDGET-	\$1,093.00

**Staff Direction Request:**

1. Approve the bid for the FY19 in the amount of \$28,907.00 to Aquamist Plumbing and Lawn Sprinkling.
2. Direct Staff as necessary.

*January 16, 2018*

Attachments

1. Renewal request from Aquamist
2. Recommendation letter from Site Design Group
3. Recommendation letter from FRS Design Group LLC



May 17, 2017

Ms. Kelly Mulqueeny  
Street Superintendent  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, Illinois 60477

RE: Village of Tinley Park 2017 Irrigation Maintenance  
- Contractor Recommendation

Dear Kelly:

Upon thorough review of the two bids opened on April 25, 2017 for the 2017 Lawn Treatment project, we would like to recommend beginning contract negotiations with Aqua Mist Plumbing and Lawn Sprinkling Co., Inc. (Aquamist).

Upon review of the bid documents, Halloran and Yauch (H&Y) was the low bidder for all of the base maintenance work, although Aquamist generally had lower numbers for the repair items.

H&Y did not acknowledge the addendum as required in the bid documents, and they did not submit any cost escalation numbers as part of the bid. Aquamist completed all of the required bidding forms, submitted the appropriate bid security, and they have met all of the requirements outlined within the project manual. In addition,

My experience with H&Y is that they may be fit to do the work. The question is will they do the work and reports. It has been my experience with them on other projects, that they do not follow the drawings and specifications very well at all. Just like they didn't follow the bid directions in this case.

They can't seem to get projects punched out and finalized in a timely manner. We have a couple of projects with them right now and the punch list is very long and is over a year old on some projects and the only way they come back is to pressure the general contractor to get them back to the site so the client can wrap up the project. We had another project that it took them two years to finish the punch list. They say they do things on a punch list and we show up and they haven't done what they said they completed at all. So if you send them out to do something in your case who is going to watch over them to see if they actually did it or not. Your LaGrange Road is still not punched out with this contractor yet either.

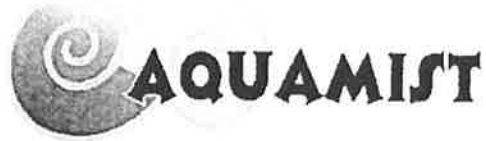
I have one client that has begun to not allow them to bid any additional work, even if the next guy is higher. It is just not worth the aggravation for them. We are going to another project for the same client this week, that I know there will be numerous issues with the installation. One issue is that they were to provide daily logs and a daily field as-built log and turn that in with pay apps. H&Y sent me what they had and it is just their daily time sheets, which mean nothing to me or the client. So in short, they did not complete the paperwork as they were supposed to and now the system is in and the client is out a very important part of the as-built that he paid for but never will get. These reports were even brought up in a preconstruction meeting and they understood that they had to do them, but didn't.

So from experiencing their work and track record of documentation and paperwork, or the lack of it, I would not recommend H&Y at this time.

Please let us know if you have any questions or concerns.

Sincerely,

Dan Feick, PLA



**PLUMBING & LAWN SPRINKLING CO., INC.**  
14526 Chicago Road, Dolton, Illinois 60419

11/8/17

To : Kelly Mulqueeny  
Village of Tinley park  
16250 S. Oak Park Ave  
Tinley park II 60477

We are requesting an extension of the irrigation system maintenance contract of the Village of Tinley Park sites for the 2018 season. We have completed the service for 2017.

Thank you

A handwritten signature in dark ink, appearing to read "Julie Zito", with a stylized flourish at the end.

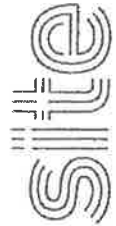
Julie Tabloff Zito  
Vice-President

December 6, 2017

**Village of Tinley Park**

16250 S. Oak Park Ave.

Tinley Park, Illinois 60477



attn: Ms. Kelly Mulqueeny, Street Superintendent

re: 7955 Irrigation Maintenance 2017- Contract Renewal Recommendation

Dear Ms. Mulqueeny:

In April 2017 this project was advertised in accordance with state bidding laws, and we received two (2) sealed bids. Bids were opened and read publicly on Thursday, April 25, 2017, by the Deputy Village Clerk, with the Streets Superintendent present. The Village of Tinley Park 2017 Irrigation Maintenance project was awarded to **Aqua Mist Plumbing and Lawn Sprinkling Co., Inc. (Aquamist)** with a contract start date of May 1, 2017. The contract included renewal options for two additional years after year one. The first contract year will end in December 31, 2017. *site design group, ltd. (site)* understands through conversations with Public Works that Aquamist's performance was satisfactory in year one.

Extending the contract will assure irrigation maintenance services continue throughout the 2018 season at the prices provided in the contract.

In year one, the base bid amount for all Streets and Facilities irrigation systems was \$28,907.00. In year two, the bid included a 3% cost escalation, bringing the renewal contract amount for year two to \$29,774.21.

*site* recommends renewing the contract with Aquamist. This extension would be for the second of three possible years of the contract. The next extension option would be on December 31, 2018.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mitch Murdock'.

**Mitch Murdock**

**Project Manager – site design group, ltd.**

**CC: RKS / BM/ KM**

site design group, ltd  
868 south michigan avenue #1000  
chicago, illinois 60605  
tel 312 427 7240 fax 312 427 7241  
www.site-design.com