THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-074

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES FOR INFLOW AND INFILTRATION INVESTIGATIONS

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

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COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES FOR INFLOW AND INFILTRATION INVESTIGATIONS

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 entering into a Contract with Sewer Assessment Services, a true and correct copy of such Contract 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:

<u>Section 1</u>: 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 "Contract" 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**.

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 18th day of July, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED this 18th day of July, 2023, by the President of the Village of Tinley Park.

Village President

Village Clerk

EXHIBIT 1

INFLOW AND INFILTRATION INVESTIGATIONS CONTRACT

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Timley Park, an Illinois home-rule municipal corporation (the "Village"), and Sewer Assessment Services (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 Sixty Eight Thousand Four Hundred and 00/100 Dollars (\$68,400.00). Within thirty (30) 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. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
- 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

Social Security # (if an ir	idividual or sole proprie	etor):						
Registered with Illinois I	Yes [✓] No []							
Describe supporting documentation attached (if "No," explain):								
Registered with Illinois I	Registered with Illinois Department of Employment Security: Yes [✓] No []							
Describe supporting docu	umentation attached (if	"No," explain	ı):					
Tax liens or tax delinqu	<u>iencies</u>							
Disclosure of any federal officers of the contractor			iencies against 1	the contractor of any Yes [] No [✓]				
"No" means "not applicable Not applicable	plicable." If "yes,"		ien/delinquenci	es and resolution:				
EOE Compliance								
Contractor is in compliar States Code and Federal (known as the Equal Opp	Executive Order No. 1	1246 as amer						
Employee Classification	<u>1</u>							
Contractor's employees employee or independe ordinances (Form B).		ll applicable	state and fede					
Professional or Trade I	Licenses							
Contractor will possess a Contract work:	all applicable profession	nal and trade	licenses require	d for performing the Yes [] No[√]				
License	Number	Date Issued	Current Expiration	Holder of License				

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part

of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract. The undersigned Allan Berkner , as and on behalf (Name) (Title) of Sewer Assessment Services, LLC having been duly sworn under oath certifies that: (Contractor) **Business Organization** The form of business organization of the Contractor is (check one): Sole Proprietor or Partnership Independent Contractor (Individual) Corporation If contractor/subcontractor is a corporation, indicate the state and the date of incorporation: Authorized to do business in the State of Illinois: Yes [✓] No [] Describe supporting documentation attached:

Federal Employer I.D. #: 81-4858674

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 mot 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 Contractor's negligence under this Contract.
- 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 negligence in its work to be performed hereunder. 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.
- 23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:										
Docum	Documentation Attached (Contractor must initial next to each item):									
bid or i	Form A: Name and address of subcontractors from whom Contractor has accepted a bild or intends to hire to perform work on any part of the project. NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.									
Contra contra worker	Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.									
	Form C Addition	al Information (if	requir	ed)						
	Certificate of Good Standing (or other evidence of compliance with laws pre-requisite to doing business in the state)							siness in the state)		
	Illinois Departn	nent of Revenue re	gistrat	tion						
	Illinois Departn	nent of Employmen	nt Sec	urity regis	strat	ion				
	Standards of Ap	pprenticeship/Appr	entice	Agreeme	nts					
	Substance Abus	se Prevention progr	ram (d	or applicab	ole p	provision fro	om	CBA in effect)		
	Written Safety Policy Statement signed by company representative									
	OSHA cards evidencing 10-hour or greater safety program completed, if requested									
	Workers' Compensation Coverage									
	Professional or	Trade Licenses								

Eligibility to Contract

The undersigned hereby certifies that the Con	stractor is not barred from bidding on or
provisions of Article 33E of the Criminal Coo	olation of either the bid-rigging or bid-rotating
Sewer Assessment Services, LLC	College Sand
Name of Contractor (please print)	Submitted by (signature)
<u>Owner</u>	
Title	
Certificate of Compliance with Illinois Human Ri	ghts Act
The undersigned hereby certifies that the Con 1964 Civil Rights Act as amended and the Illi	tractor is in compliance with Title 7 of the inois Human Rights Act as amended.
Sewer Assessment Services, LLC Name of Contractor (please print)	Submitted by (signature)
<u>Owner</u> Title	
Certificate of Compliance with Illinois Drug-Free	Workplace Act
The undersigned, having 25 or more employ of the Illinois Drug Free Workplace Act (30 I workplace for all employees engaged in the p complying with the requirements of the Illino certifies, that it is not ineligible for award of t violation of the Illinois Drug-Free Workplace	LCS 580/3) that it shall provide a drug-free erformance of the work under the contract by is Drug-Free Workplace Act and, further his contract by reason of debarment for a
N/A	
Name of Contractor (please print)	Submitted by (signature)
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.

Sewer Assessment Services, LLC_	Alle Port
Name of Contractor (please print)	Submitted by (signature)
Owner	
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)

Sewer Assessment Services, LLC	(All De A
Name of Contractor (please print)	Submitted by (signature)
Owner	
Title	

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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://www.state.il.us/agency/idol/rates/rates.HTM. 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.

Sewer Assessment Services, LLC	_ (lla Kerl)
Name of Contractor (please print)	Submitted by (signature)
OwnerTitle	
Certificate of Compliance with the Village of Tin	ley Park Responsible Bidder Ordinance
The undersigned or the entity making the proposal the Village of Tinley Park Responsible Bidder Ord	
Sewer Assessment Services. LLC Name of Contractor (please print)	Submitted by (signature)
Owner_ Title	

[Signature Page to Follow]

CONTRACTOR NAME	
BY: 322 / 5.	<u> </u>
Printed Name: Allan Berkner	
Title: Owner	
VILLAGE OF TINLEY PARK	
BY: Michael W. Glotz, Village President (required if Contract is \$20,000 or more)	7/18/2023
ATTEST:	
Village Clerk (required if Contract is \$20,000 or more)	7/18/2023 Date
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

SCOPE OF SERVICES

Attached Scope of work for Inflow and Infiltration Investigations as detailed in:

 Request for Proposals, 2023-RFP-007, for Inflow and Infiltration Investigations dated June 7, 2023.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and additional insurance of the policy of

condit	ions of the policy, certain policies may require a	n endorse	ment. A sta	tement on this certific	ate does no	t confer rights to the	e certificate holder i	n lieu of such endorsement	(s).
PRODI	JCER				CONTACT NAME:				
					PHONE (A/C, NO,	EXT):		FAX (A/C, NO):	
					E-MAIL ADDRESS:	:			
						INSURER(S) AFFORDING COV	/ERAGE	NAIC#
INSUR	ED				INSURER A	A:			
					INSURER E	В:			
					INSURER	C:			
					INSURER	D:			
					INSURER E	E:			
					INSURER F	F:			
COVER			TIFICATE NU					I NUMBER:	
REQUI	TO CERTIFY THAT THE POLICIES OF INSURANCE REMENT, TERM OR CONDITION OF ANY CONTRA ES DESCRIBED HEREIN IS SUBJECT TO ALL THE T	ACT OR OTH	HER DOCUM	ENT WITH RESPECT TO	WHICH TH	IS CERTIFICATE MAY	BE ISSUED OR MAY	PERTAIN, THE INSURANCE A	
INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUME	BER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea Occurrence	\$
								MED EXP (Any one person	\$
								PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$
	POLICY PROJECT LOC							PRODUCTS - COMP/OP A	GG \$
	OTHER:								\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO							BODILY INJURY (Per person	n) \$
	OWNED AUTOS SCHEDULED AUTOS							BODILY INJURY (Per accide	nt) \$
	HIRED AUTOS NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE	_						AGGREGATE	\$
	DED RETENTION \$								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE OTHE	
	ANY PROPRIETOR/PARTNER/ Y/N EXECUTIVE OFFICER/MEMBER	N/A						E.L. EACH ACCIDENT	\$
	EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF							E.L. DISEASE - EA EMPLOY	
	OPERATIONS below							E.L. DISEASE - POLICY LIM)
DESCR	IPTION OF OPERATIONS/LOCATIONS/VEHICL	ES (ACORE	0 101, Addit	ional Remarks Schedu	ıle, may be a	attached if more spa	ce is required)		,
CERTII	FICATE HOLDER				CANCELLA				
								ES BE CANCELLED BEFORE ACCORDANCE WITH THE PO	
					AUTHORIZ	ZED REPRESENTATIV	/E		

ACORD 25 (2016/03)

Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
TVAILE	Audross	work to be i enformed
·		

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I); Individual's trade classification (indicate apprenticeship status where appropriate); Employee (E) is covered under Contractor's current workers' compensation (WC) policy; Employee's (E) county of residence.

NT				
Name	E/I	Trade	WC - Y/N	County of residence
Allan Berkner	I	Engineering	Y	Cook
James Berkner	E	Engineering	Y	Cook
]			

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

Form C

Additional Information Required
If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/	Reference Name/	Original Price/	
Public Body/ Project Name/Year	Phone #	Final price	Subcontractors
			Subcontractors
! :			
			L

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-074, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES FOR INFLOW AND INFILTRATION INVESTIGATIONS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 18, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of July, 2023.

Mana D. Comer VILLAGE CLERK