## THE VILLAGE OF TINLEY PARK

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

## RESOLUTION NO. 2024-R-041

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING AND LAWN SPRINKLING CO. INC. FOR IRRIGATION MAINTENANCE

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
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

### RESOLUTION NO. 2024-R-041

## A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING AND LAWN SPRINKLING CO. INC. FOR IRRIGATION MAINTENANCE

**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 Aquamist Plumbing and Lawn Sprinkling Co. Inc., 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:

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 "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**.

<u>Section 3</u>: 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 16<sup>th</sup> day of April, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Mahoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: Brennan

APPROVED this 16<sup>th</sup> day of April, 2024, by the President of the Village of Tinley Park

Village President

Village President

Villagé Clerk

## **EXHIBIT 1**

## CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING AND LAWN SPRINKLING CO. INC. FOR IRRIGATION MAINTENANCE

## VILLAGE OF TINLEY PARK

## SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, an Illinois home-rule municipal corporation (the "Village"), and Aquamist Plumbing and Lawn Irrigation 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 eight thousand four hundred and twenty three dollars 12 Cents (\$38,423.12). 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 on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
- 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 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.

## Eligibility to Contract

	The undersigned hereby certifies that the Contra	ctor is not barred from bidding on or
	entering into this contractor as a result of a viola	tion of either the birkrigging or bid-rotating
	provisions of Article 33E of the Criminal Code	of 1961.a
	Lawn Sprinkling Co., Inc.	
	Name of Contractor (please print)	Submitted by (signature)
	M Changlamist net	
	Title	
Certif	icate of Compliance with Illinois Human Right	ts Act
	The undersigned hereby certifies that the Contra	ctor is in compliance with Title 7 of the
	1964 Civil Rights Act as amended and the Illino	is H
	Aquamist Flumbing &	
	Lawn Sprinkling Co., Inc.	
	Name of Contractor (please print)	Submitted by (signature)
	/ Lygywapuamist.net	
	VILL-PINS COLF	
	Title	
Certif	icate of Compliance with Illinois Drug-Free W	orkniege Act
	or compliance with filmois Drug-Free W	orkpiace Act
	The undersigned, having 25 or more employee	s. does hereby certify pursuant to section 3
	of the Illinois Drug Free Workplace Act (30 ILC	S 580/3) that it shall provide a drug-free
	workplace for all employees engaged in the perf	formance of the work under the contract by
	complying with the requirements of the Illinois I	Drug-Free Workplace Act and, further
	certifies, that it is not ineligible for award of this	
	violation of the Illinois Drug-Free Workplace A	ct.
9	370 W. Laraway Rd, Ste E	
	Name of Contractor (please print)	
	· A.	Submitted by (signature)
	Meo Dishet	
	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

Laym Sprinkling Co., Inc. Name of Contractor (please print) you waguamist.ne

## 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 cor Lawn Sprinkling Co., Inc. 0370 W. Laraway Rd, Ste E Name of Contractor (please print) Submitted by/(signature) www.aguamist.t Title

Certificate of Compliance with Prevailing Wage Requirements only New
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 Illino	
contractors and subcontractors rendering services under	er this contract must comply with all
requirements of the Act, including but not limited to, all v	
keeping duties.	
Aquamist Plumbing &	
Lawn Sprinkling Co., Inc.	
9370 W. Laraway Rd, Ste E	
Name of Contractor (please print)	Submitted/by (signature)
Ull spiesor	
Title	

## Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has revenue the Village of Tinley Park Responsible Bidder Ordinance No. 20

Lawn Sprinkling Co., Inc.

9370 W. Laraway Rd, Ste E

Name of Contractor (please print)

Village of Tinley Park Responsible Bidder Ordinance No. 20

Lawn Sprinkling Co., Inc.

9370 W. Laraway Rd, Ste E

Submitted by (signature)

Title

[Signature Page to Follow]

CONTRACTOR NAME	
BY:	4/8/04
Printed Name: June 776	Date '
Title: VICO-PASSIDE	
VILLAGE OF TINLEY PARK	
BY:   Whichael w. Glotz, Village President (   (required if Contract is \$20,000 or more)	4/16/2024 Date
ATTEST:	
vinage Cierk() (required if Contract is \$20,000 or more)	4/14/2024 Date
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

## **SCOPE OF SERVICES**

The proposed construction consists of Irrigation Maintenance

Proposal Title: VILLAGE OF TINLEY PARK Irrigation Maintenance

Dated: February 27, 2023

## Exhibit B

## INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

(To be provided by Contractor prior to Award of Contract)

## Form A

Subcontractors, if any, who will Perform Work on this Project

X7	٨
/X	
	NA
	,

Address	Work to be Performed
	-
·	

### 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 undersign	ed July 60	, as\	116-PACS	and on behalf
	(Name)		(Title)	
of	Aquamist Plumbing &	having be	en duly sworn under	oath certifies that:
(Contractor)	Lawn Sprinkling Co Inc.			
	9370 W. Laraway Rd. Ste F			
	Frankfort, IL 604 Business	Organizati	on	
	www.aquamist.net	O A GALLINGE	<u> </u>	
The form of bu	usiness organization of the Con	tractor is (ch	eck one).	
	manufaction of the con	iracioi is (cir	ek one).	
Sole Propri	etor or Partnership	LLC		
Corporation			nt Contractor (Indivi	J1)
Josephanon	•	macpenae	nt Contractor (Indivi	duai)
If contractor/su	ubcontractor is a corporation, in	ndicate the sta	ate and the date of in	corporation:
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_ IM	and Jania	19	76	
	111 0	1 .		
Authorized to	do business in the State of Illin	ois:		Yes No []
				100 []
Describe suppo	orting documentation attached:			
	0.	1 1-	.1.	
Federal Emplo	yer I.D. #: <u>36</u> — 38	6-17	19	
Social Security	# (if an individual or sole prop	orietor):		
		-		

Registered with Illin	nois Department of Reve	nue:		Yes No []
Describe supporting	documentation attached	(if "No," expla	iin):	
Registered with Illin	nois Department of Empl	oyment Securit	y:	Yes [ No [ ]
Describe supporting	documentation attached	(if "No," expla	in):	
Tax liens or tax del	<u>inquencies</u>			
Disclosure of any fee officers of the contra	deral, state or local tax li actor in the last five (5) y	ens or tax delin rears	quencies agains	t the contractor of any Yes [] No []
"No" means "not	applicable." If "y	es," describe	lien/delinqueno	
		•		
EOE Compliance				
Contractor is in com- States Code and Fed	pliance with provisions of legal Executive Order No.	of Section 2000	e of Chapter 21,	Title 42 of the United
(known as the Equal	leral Executive Order No Opportunity Employer	provisions).	indea by Execu	Yes No []
<b>Employee Classific</b>				
contractor's employ employee or indepe	yees who will perform endent contractor under	work on the p	project are prop	perly classified as an
ordinances (Form B)	i.	с ин иррноиот	e state and let	V/A [] Yes   No []
Professional or Tra	de Licenses			
Contractor will poss Contract work:	ess all applicable profess	sional and trade	e licenses requir	ed for performing the Yes [X] No []
				100 10 []
License	Number	Date Issued	Current Expiration	Holder of License
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EH0201344

## Thous Department of

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# LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Issued under the authority of the Illinois Department of Public Health

Company of the Party of the Par		And the latest designation of the latest des			
I,D NUMBER	106100-090	NAS.		<b>~</b>	
And the second s		<b>AQUAMIST PLUMBING &amp; LAWN</b>	SPRINKLING	IRRIGATION CONTRACTOR	REGISTRATION
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EXPIRATION DATE	02/28/2025	AQL			
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AQUAMIST PLUMBING & LAWN SPRINKLING 9370 W LARAWAY RD, SUITE E FRANKFORT IL 60423

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Cook

The face of this license has a colored background. Printed by Authority of the State of Illinois \* P.O. #EH-21-044

\_\_ DISPLAY THIS PART IN A CONSPICUOUS PLACE

01/30/2024

AQUAMIST PLUMBING & LAWN SPRINKLING 9370 W LARAWAY RD, SUITE E FRANKFORT IL 60423

FEE RECEIPT NO.



EH0197053

DISPLAY THIS PART IN A CONSPICUOUS PLACE

## Illinois Department of PUBLIC HEALTH

# LICENSE, PERMIT, CERTIFICATION, REGISTIRATION

the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as The person, firm or corporation whose name appears on this certificate has complied with the provisions of indicated below.

issued under the authority of the Illinois Department of Public Health EXPIRATION DATE
09/30/2024
6A
055-004865
055-004865
AQUAMIST PLUMBING & LAWN SPRINKLING
PLUMBING CONTRACTOR
REGISTRATION

AQUAMIST PLUMBING & LAWN SPRINKLING 9370 W LARAWAY RD, SUITE E FRANKFORT IL 60423

RICHARD JOHN TABLOFF

17

Cook

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09/30/2023

AQUAMIST PLUMBING & LAWN SPRINKLING 9370 W LARAWAY RD, SUITE E FRANKFORT IL 60423 FEE RECEIPT NO.



EH0201344

DISPLAY THIS PART IN A

CONSPICUOUS PLACE

PUBLIC HEALTH

# LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Issued under the authority of the Illinois Department of Public Health

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EXPIRATION DATE 02/28/2025	AQU		A STATE OF THE STA	
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AQUAMIST PLUMBING & LAWN SPRINKLING 9370 W LARAWAY RD, SUITE E FRANKFORT IL 60423

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01/30/2024

AQUAMIST PLUMBING & LAWN SPRINKLING 9370 W LARAWAY RD, SUITE E FRANKFORT IL 60423

FEE RECEIPT NO.

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

entation Attached (Contractor must initial next to each item):

Form A: Name and address of subcontractors from whom Contractor has accepted a big 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.

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 severed by a health and welfare and retirement plan.

Form C Additional Information (if required)

Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

Illinois Department of Revenue registration

Illinois Department of Employment Security registration

Standards of Apprenticeship/Apprentice Agreements

Substance Abuse Prevention program (or applicable provision from CBA in effect)

130 nomam

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

## 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.

		T		T
Name	E/I	Trade (	WC) Y/N	County of residence
201	R	Plansus	4	
	E	Plushi	Y	
	E	Plumby Plumbing Plumbing Plumbing Plumbing	V	
	E	Olyncia	Y.	
	E.	Planhia	Ä	
		11411317)	J	
			de Se	
		*		

## Form C Additional Information Required

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

Reference Name/	Original Price/	Culoantraatan
Phone #	1,8 mu	Subcontractors
	10K	9
	20K	Ø
	Phone #	Phone # Final price  1,8 mu  20 K

Journeyman Plumber's License Department of Buildings City of Chicago

**Issued: 2/20/2024** 

DOUGLAS H. GRIFFITH

License #: J190299

Expires: 4/30/2025

This license is valid and in force throughout the state of Illinois and the City of Chicago in accordance with an act of the 68th General Assembly. The face of this card contains a Department of Buildings hologram. If the Hologram is not present, the card has been altered. If you suspect fraudelent use of this card call 800 359-1313.

## Brandon Johnson Mayor, City of Chicago



nearest mailbox. POSTMASTER: Return to City of Chicago P.O. Box 388249 Chicago, IL suspended or revoked. Misuse of this card is punishable by law. If found, please drop into This card is the property of the City of Chicago and must be returned if the license is 60638 POSTAGE GUARANTEED.

## Item II:

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
	A		
N			



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2024

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 #

## DESCRIPTION OF OPERATIONS A Lawn Description of	If	SUBROGATION IS WAIVED, subject to	the	terms	and conditions of the po	licy ce	rtain nolicies	may require	an endorsemen	ons or be it. A state	endors ment o	sed. on
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HISURER 1:							(A/C, No, Ext): (312) 939-1316					
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**OSHA** 

Doug Griffin

U.S. Department of Labor Occupational Safety and Health Administration

has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety & Health

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OSHA Select and Realth Administration

34-600731159

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in Construction Safety and Health

**Doug Griffith** 

James Ingalis

(Trainer name - print or type)

7-23-10

(Course end date)

Network Safety Consultants, Inc.

**Doug Griffith** 

Successfully Completed:

**Excavation Competent Person Training** 

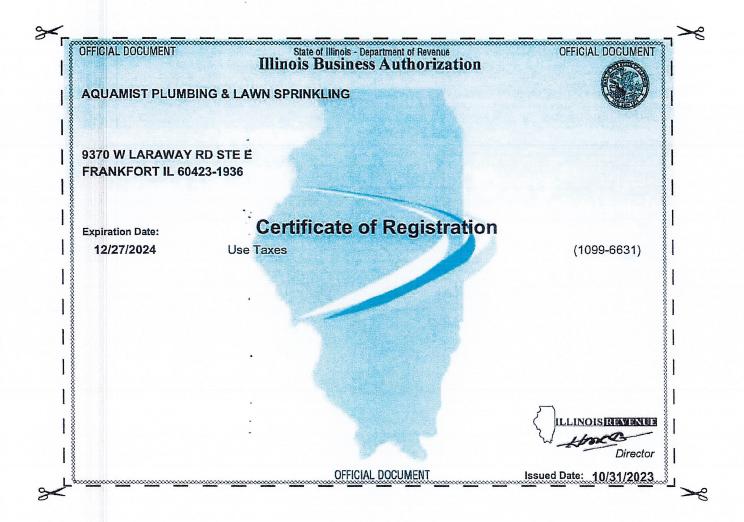
Gary Glader Instructor

July 6, 2001 Date

## Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.





## PLUMBING & LAWN SPRINKLING CO., INC. 9370 W. Laraway Rd., Suite E Frankfort, IL 60423

Phone: 708/895-1340 Fax: 708/841-6967 WWW.AQUAMIST.NET

State Plumbing License: 058-116189

## AQUAMIST PLUMBING & LAWN SPRINKLING COMPANY COMPANY SAFETY MANUAL

Aquamist Plumbing & Lawn Sprinkling Co, Inc. will make every effort to provide a safe and healthy work environment. All supervisors and workers must be dedicated to continuing to reduce the risk of injury. Aquamist Plumbing & Lawn Sprinkling Co., Inc., will utilize knowledge and awareness to make safe employees that will properly use personal protective equipment, procedures, equipment and materials to ensure safety. Aquamist Plumbing & Lawn Sprinkling Co., Inc. is committed to working hard to ensure the work environment and job site is prepared and maintained to ensure safety.

## Julie Tabloff Zito, Vice President

## **GENERAL REQUIREMENTS**

- 1. The contractor shall take all measures to ensure the safety of the job site for its Employees and the public.
- 2. The Contractor shall, at all times, be in compliance with the regulations set by OSHA And all other laws, ordinances, codes, rules and regulations relative to the safety and Prevention of accidents.
- 3. The Contractor shall provide a reasonable on-site member as a safety coordinator to Regulate and make any alterations necessary towards the safety on the job-site (Usually the job foreman).
- 4. Upon the completion of the work, the Contractor shall clean-up any and all material That is the property of Contractor and re-store the job site area to good and presentable Condition.
- 5. The Contractor shall protect all surrounding obstacles and property, such as cars, Mailboxes, street poles, etc.
  - (a) In case of damages caused by Contractor to any surrounding obstacles, Contractor Shall make repairs at no cost to the owner.
- 6. The Contractor shall post signs that warn the public and workers of any dangers on the Job site, such as open excavations.
- 7. Flammable material shall be kept at a minimum on job site and properly handled and Stored in accordance with all applicable codes and standards.
- 8. In the event the Contractor Job Foreman renders the job site hazardous, all Proceedings will cease until condition has been resolved to proper working and safe Order by either owner or party responsible for hazardous material / condition.
- 9. In case of emergencies that threaten the safety of any of the workers for the Contractor The job Foreman, at his discretion, is permitted to act as to avoid any injuries and or Accidents that may have occurred otherwise.
- 10. At all times, the contractor shall provide proper and safe facilities for access and

Inspection of job site for the general Contractor and / or architect.

- 11. The Contractor shall provide all adequate protection from the weather so as to protect The workers as well as the equipment from injury or damages.
- 12. All recommendations from the Contractor employees, Owner, Architect, or general Public will be reviewed and followed-up.
- 13. The Contractor shall only employ qualified personnel.

## Please initial here as acceptance to these safety rules and regulations: **EMPLOYEE RESPONSIBILITIES**

The following offenses will result in immediate disciplinary action:

- 1. Failure to follow the prescribed parking and traffic regulations.
- 2. Failure to report immediately to your supervisor any accident, injury, or damage to Company property.
- 3. Operating, using or possessing power machinery, or movable equipment or machinery, Or making adjustments to such without authorization from supervisor.
- 4. Failure to maintain proper maintenance on company vehicles, machines, and Equipment; removal or adjustments of safety devices on job site without authorization From company supervisor.
- 5. Leaving running equipment unattended.
- 6. Failure to sweep and clean up around work area before quitting time.
- 7. Performing any of the following disorderly conducts:
  - a) Failure to maintain satisfactory work performance or causing excessive re-work, scrap, waste or damage; incompetent or inefficient work performance.
  - b) Deliberately restricting production output, engaging in a slow down, or encouraging others to do so.
  - c) Deliberately concealing defective work.
  - d) Horseplay or interference with other employees / parties.
  - e) Overstaying rest periods, or leaving without authorization from supervisor.
  - f) Failure to wear hard hats, gloves, recommended clothing and / or any prescribed attire as authorized by supervisor when on job site.
  - g) Failure to wear safety glasses when welding.
  - h) Maintaining poor hygiene habits while on the job site or on company grounds.
  - Verbally offending, arguing, fighting with fellow workers, or other parties, deliberately provoking or enticing another person to engage in an assault or fight during working hours or on company property at any time; not reporting such Incident to your supervisor.
  - j) Carrying dangerous weapons or explosives on company property or job site.
  - k) Reporting to work under the influence of alcohol or habit-forming drugs or having such in one's possession on company property or job site.
  - 1) Smoking in unauthorized locations on job site.
  - m) Failure, without just cause, to give notice before the start of a shift, or lateness, or absence from work as far in advance as possible to your supervisor or other person designated to receive such notice.
- 8) Stealing and / or the following:
  - a) Taking customer's property of any kind or using any of the subcontractor's equipment without permission from authorized personnel from that party.
  - b) Willfully destroying, damaging or hiding property belonging to the company, another employee, customer or other party.

## ACCIDENT REGULATIONS

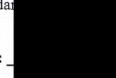
The Contractor shall provide at the job site and make available to all workers the medical Equipment and supplies necessary to supply first aid service to all persons injured during Work.

All accidents that have occurred, either pertaining to one worker, more than one worker for the same company, or a separate party other than the Contractor and its workers, the Following information is taken and reported within twenty-four (24) hours.

- a) Name of person or persons involved.
- b) Home address of person(s) involved.
- c) Location of occurrence.
- d) Time of day and date.
- e) Description of occurrence.
- f) Statements from witnesses.
- g) Signature of Contractor's Superintendent.

Failure to report immediately to your supervisor any accident, injury, or dar property will result in immediate disciplinary action.

Please initial here as acceptance to these safety rules and regulations:



## EMPLOYEE AGREEMENT

I have read and understand the safety policies and rules described in this manual set forth by Aquamist Plumbing & Lawn Sprinkling Co., Inc. and will hereby agree to follow and respect the above stated regulations of employment and have received a copy for my records.

Signature of Employee:	
Witnessed by:	
Date of Acceptance:	
Please initial here as acceptance to these safety rules and regulation:	

STATE OF ILLINOIS	)	
COUNTY OF COOK	)	S
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. 2024-R-041, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING AND LAWN SPRINKLING CO. INC. FOR IRRIGATION MAINTENANCE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of April, 2024.

