

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2020-098

AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING
PROCESS AND AWARD A CONTRACT TO AQUASTONIA OF HAWTHORN WOODS,
ILLINOIS TO REPAIR THE ARBORTHEATRE UPPER POND WATERFALL FOR AN
AMOUNT NOT TO EXCEED \$64,000

THE 15th DAY OF SEPTEMBER 2020

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
29th Day of September 2020

**VILLAGE OF VERNON HILLS
ORDINANCE 2020-098**

AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS AND AWARD A CONTRACT TO AQUASTONIA OF HAWTHORN WOODS, ILLINOIS TO REPAIR THE ARBORTHEATRE UPPER POND WATERFALL FOR AN AMOUNT NOT TO EXCEED \$64,000

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village of Vernon Hills maintains several municipal buildings and grounds; including the Arboret; and

WHEREAS, the Arboret has a series of ponds and waterfalls; and

WHEREAS, the Arboret’s upper pond liner has breached creating a concern that sediment from this pond will move downstream impacting the recently improved lower ponds; and

WHEREAS, staff has requested proposals from five parties; and

WHEREAS, Aquastonia of Hawthorn Woods, Illinois submitted the lowest proposal in the amount of \$64,000; and

WHEREAS, this failure was unforeseen and therefore not included in the current FY20-21 budget; and

WHEREAS, a budget transfer from the Stormwater Projects account #0209111 550030 to the Arboret account #0209081 550030 in the amount of \$64,000 is requested; and

WHEREAS, the Village desires to waive the competitive bidding process and award a contract to make repairs to the Arboret upper pond waterfall to Aquastonia of Hawthorn Woods, Illinois for an amount not to exceed \$64,000; and

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all documents required with Aquastonia of Hawthorn Woods, Illinois to make repairs to the Arboret upper pond waterfall for an amount not to exceed \$64,000.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:

The Finance Director is hereby authorized to transfer \$64,000 from the Stormwater Projects account #0209111 550030 to the Arborthatre account #0209081 550030; and

The Finance Director is hereby authorized to make payments to Aquastonia of Hawthorn Woods, Illinois for an amount not to exceed \$64,000; and

The Finance Director is hereby authorized to release payment in the amount of \$32,000 to Aquastonia for a 50% deposit prior to the October 6th Village Board invoice approval.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2020-098.

Dated the 15th of September 2020

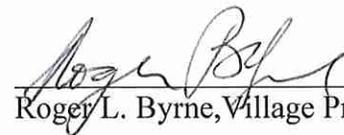
Adopted by roll call votes as follows:

AYES: 4 – Schultz, Oppenheim, Takaoka, Koch

NAYS: 0 – None

ABSTAIN: 1 - Byrne

ABSENT AND NOT VOTING: 1 - Marquardt


Roger L. Byrne, Village President

PASSED: 09/15/2020
APPROVED: 09/15/2020
ATTEST: 09/15/2020


Mark Fleischhauer, Village Clerk



AFFIDAVIT OF SERVICE

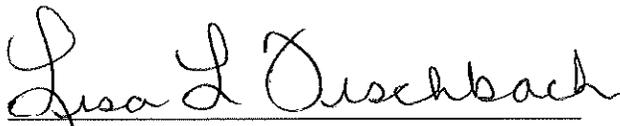
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2020-098 – AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS AND AWARD A CONTRACT TO AQUASTONIA OF HAWTHORN WOODS, ILLINOIS TO REPAIR THE ARBORTHEATRE UPPER POND WATERFALL FOR AN AMOUNT NOT TO EXCEED \$64,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM SEPTEMBER 15, 2020 TO SEPTEMBER 29, 2020.

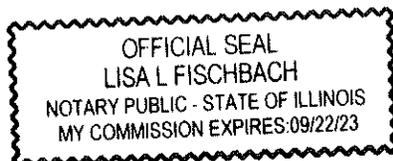


Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 29th DAY OF SEPTEMBER 2020



Notary Public



This price quote is good for 45 days. Work will be scheduled as soon as a 50% deposit is received. Actual construction dates are approximate due to variable weather conditions affecting our work schedule.

Terms:

TOTAL:	\$64,000.00
50% deposit:	\$32,000.00
Remaining balance due upon completion:	\$32,000.00

Payment shall be made to AQUASTONIA, 5 Magnolia Parkway, Hawthorn Woods, IL 60047. Final payment is due at completion. If remaining balance is not paid when due, interest will be added to and payable on all overdue amounts at 24 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Client shall pay all costs of collection. Credit report may be required.

Notice of Right to Cancel: You have the right to cancel this contract. You may do so by sending a cancellation notice in writing or by e-mail within 3 days of signing the contract to the address listed above. If you have agreed, verbally or in writing, that work will commence before the 3-day cancellation period expires, then subsequently cancel in accordance with your rights, you are advised that reasonable payment will be due for work carried out.

AQUASTONIA retains the right to use images from the project for advertising and promotional purposes. AQUASTONIA will not disclose the Client's last name or the exact location of the project, but may reference the town in which the project is located.

AQUASTONIA reserves the right to hire subcontractors to meet the terms of this agreement.

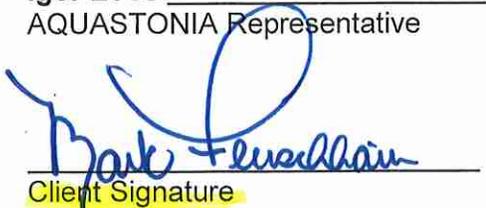
If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AQUASTONIA honors all manufacturers' warranties and guarantees its workmanship for 12 Months after installation.

Igor Loos
AQUASTONIA Representative

Printed Name

Date


Client Signature

M. Fleischauer
Printed Name

9/17/20
Date

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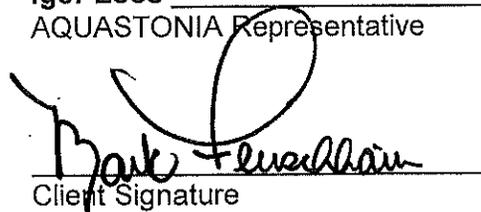
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Igor Loos
AQUASTONIA Representative

Printed Name

Date


Client Signature

M. Fleischhauer
Printed Name

9/17/20
Date

ADDENDUM

This Addendum is in addition to the terms in the attached Agreement between Contractor and the Village of Vernon Hills and shall be deemed an integral part of said Agreement.. To the extent the terms in this Addendum conflict with the terms in the attached Agreement, the terms in this Addendum shall control.

1. Direction of Work. Contractor agrees that the Director of Public Works, or his designee, shall be Contractor's point of contact with the Village and all communications between Contractor and the Village shall be made through the Director of Public Works and/or his designee. The Director of Public Works or his designee will provide direction to Contractor to enable Contractor to perform the work but shall not be responsible for controlling Contractor's manner, means or methods of performing the work.

2. No Employment Relationship. Nothing in the Contractor's Agreement or this Addendum, or any exhibit, shall create an employee-employee relationship between Contractor or any individual and the Village.

3. Insurance. Contractor shall provide insurance at or above the minimum standards in the attached Exhibit A .

4. Payment. Contractor stipulates and agrees that the Village shall make payments pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

5. Right to Withhold Payment. Without prejudice to any other remedy or right the Village may have, the Village may withhold payment, either in whole or in part, based on: (1) Contractor's failure to perform; (2) claims by subContractors or others; (3) for damage caused by Contractor in the performance of its work; or (4) for work that is flawed or defective; or (5) based on Contractor's failure to comply with any terms of this Agreement or any Addendum or Exhibit.

6. No Liens. Contractor agrees that it shall not place a lien on any equipment or property of, or belonging to, the Village.

7. Contractor Certifications. Contractor agrees to execute the Certification attached as Exhibit B and certifies that each of the statements contained therein are true and correct.

8. Termination. Either party may terminate their Agreement at any time on 30 days written notice.

CONTRACTOR: IGL Inc, DBA AQUASTOLIA

By: <u>Igor Leos</u>	Title <u>President</u>
Name:	Date <u>03/07/2020</u>

IGOR LEOS

**EXHIBIT A
INSURANCE REQUIREMENTS**

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

Property Insurance:

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

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

Commercial General Liability, The Villages and Contractors Protective Liability and Automobile Liability Coverage

- a. The Village, its officials, employees and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of Contractor and for materials, and equipment procured, owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by Contractor for The Village.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village.

Acceptability of Insurers

The insurance carrier used by Contractor shall have a minimum insurance rating of A:VIT according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

Certificates of Insurance

Contractor shall furnish The Village with certificates of insurance and copies of all policies of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. The Village reserves the right to request full certified copies of the insurance policies.

EXHIBIT B

CONTRACTOR CERTIFICATION

Contractor hereby certifies that Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of Contractor, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65ILCS 5/1 1-42,1-I;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5133E-3 and 5133E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (D) in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.);
- (E) in compliance with the Equal Employment Opportunity Act and all other state and federal laws and regulations prohibiting unlawful discrimination and that during, the performance of the Agreement, Contractor shall:
 - 1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 - 2. it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
 - 3. in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 - 4. send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's Rules

and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules and Regulations, Contractor will promptly notify the Illinois Department of Human Rights and Contractor will recruit employees from other sources when necessary to fulfill its obligations thereunder;

5. submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human rights Act and the Department's Rules and Regulations;
6. permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and
7. not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise;
8. in compliance with 775 ILCS 5/2-1.05(A)(4) by having in place and enforcing a written sexual harassment policy;
9. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with The Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
10. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by publishing a statement:
 - (a) notifying employees that the unlawful manufacture, or distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Contractor's workplace.

- (b) specifying the actions that will be taken against employees for violations of such prohibition.
- (c) notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction
 - iii. establish a drug-free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
 - (vii.) the penalties that may be imposed upon employees for drug violations;
 - iv; make it a requirement to give a copy of the statement to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
- (d.) notifying the Village within ten (10) days after receiving notice from any employee or otherwise receiving actual notice of any conviction;
- (e) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (f) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicated that a trained referral team is in place; and
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section; and

11. not in violation of Village Ordinances by Contractor having given to any officer, employee, spouse of or immediate family member living with any officer or employee of The Village any gift except as otherwise permitted therein.
12. Is currently and will remain in compliance Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

(A) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of labor Statistics in its monthly publication of employment and unemployment figures, Contractor and all Trade Contractors shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(B) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by Contractor and approved by the Architect. Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Agreement during periods of excessive unemployment.

(C) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

IN WITNESS WHEREOF Contractor has hereunto set his/their hands and seals this _____ day of _____ 2019:

09/07/2020

CONTRACTOR

AQUASTORIA

By: _____

Name: _____

Title: _____

Igor Loos
IGOR LOOS
President