

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

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Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

VILLAGE OF ORLAND PARK
Park Hill Pond 1 (East Side) and Park Hill Pond 3 (West Side)
Shoreline Restoration, Stabilization and Stewardship – Phase II
(Contract for Maintenance)

This Contract is made this 11th day of September, 2017 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and V3 Construction Group (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- General Terms and Conditions pertaining to the Contract
- The Proposal as it is responsive to the VILLAGE's requirements
- Affidavit of Compliance – on file
- Certificates of Insurance – on file

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Provide Shoreline Restoration, Stabilization, and 3-year Stewardship (2018, 2019, 2020) at Park Hill Pond 1 (east side 250LF) and Park Hill Pond 3 (west side 390LF)

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S proposal and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amounts for the WORK:

Site ID	Pond	Cost
15-02	Park Hill Pond 1 (East Side) 15799 Park Hill Drive	\$76,485.00
15-05	Park Hill Pond 3 (West Side) 15798 Park Hill Drive	\$76,425.00

Note: Line items 1.30 and 2.30 Stabilization on the proposal shall be paid at prevailing wage.

TOTAL: an amount not to exceed One Hundred Fifty Two Thousand Nine Hundred Ten and No/100 (\$152,910.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased

without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and continue expeditiously from that date until completion or December 31, 2020, whichever comes first, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) if applicable.

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Brad Millis
V3 Construction Group
7325 Janes Avenue
Woodridge, Illinois 60517
Telephone: 630-724-9200
Facsimile: 630-724-9202
e-mail: bmillis@v3co.com

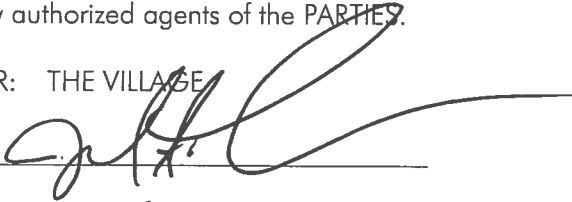
or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE
By: 
Print name: Joseph LaMargo
Its: Village Manager
Date: 9-20-17

FOR: THE CONTRACTOR
By: 
Print name: Michael Famiglietti
Its: President
Date: 9/14/2017



To: Village of Orland Park Address: 14700 Ravinia Avenue Orland Park, Illinois 60462	Contact: Gary Couch Phone: 708-403-6150 Email: gcouch@orlandpark.org
Project Name: Parkhill Pond Restoration & Stabilization Phase II Location: Orland Park, Illinois	Ref #: B17-073 Date: 6/13/2017 Estimator: Tom Foster

V3 Construction Group, Ltd. proposes to execute the following work:

STABILIZATION & NATIVE RESTORATION PROPOSAL

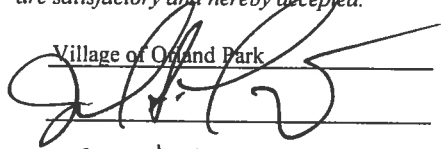
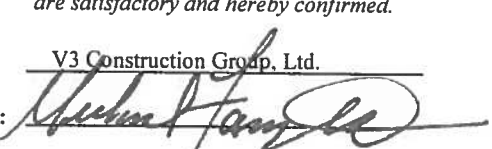
1.00 PARKHILL POND #3 - WEST (390 LF)	\$ 76,425.00
2.00 PARKHILL POND #1 - EAST (250 LF)	\$ 76,485.00
PROPOSAL TOTAL: \$ 152,910.00	

Project Notes:

- 1.0 *This is a draft proposal to illustrate the approximate cost of the work shown in the attached exhibits. If the overall scope is acceptable to the owner we will prepare a formal quote for the work shown. Pricing / scope may vary from this proposal.*
- 2.0 *This proposal is to provide slope re-grading and installation of vegetated soil lifts for two detention basins in Orland Park.*
- 3.0 *We have not provided as-built drawings. It is our understanding that the work detailed below is considered maintenance and will not require any permitting. Permit drawings / fees are not provided in this estimate.*
- 4.0 *This proposal specifically excludes: bonds, permits, special insurance (waiver of subrogation, pollution liability insurance), and testing including QC/QA, handling or disposal of hazardous materials or non-hazardous special waste material, & compaction or material testing.*
- 5.0 *This is a "balance site" proposal. No monies are included for the removal or import of soil material. It is our understanding that sufficient topsoil is present in the slopes to provide for soil wrap installation & backfill.*
- 6.0 *It is V3's assessment that the Work to be performed pursuant to this Contract is neither the construction nor demolition of public works and therefore the Illinois Prevailing Wage Act does not apply to the Work to be performed pursuant to this Contract. ~~If the Illinois Prevailing Wage Act applies to the Work, V3 reserves the right to adjust pricing.~~ except 1.30 & 2.30*
- 7.0 *This is a lump sum proposal for the scope indicated. Unit rates and quantities are provided to illustrate intended project scope and provided a basis for negotiating change orders in the event that scope is added or deleted from the contract.*

Payment & Contract Notes:

- 1.0 *Unless otherwise specified, the quantities for the items listed above are estimated only. Payment will be based on the final quantities installed and the applicable unit prices.*
- 2.0 *Net payment is due upon receipt of invoice per Local Gov't Prompt Pay Act (50 ILCS 505/)*
- 3.0 *Invoices unpaid after thirty (30) days will incur a finance charge of three percent (3.0%) per month.*
- 4.0 *Final payment, including any retained monies, is due immediately upon satisfactory completion of the work and receipt by purchaser of the final invoice.*
- 5.0 *This contract is limited to the work identified. Any additional work will be agreed to by change order and made a part of this agreement.*
- 6.0 *This contract shall be interpreted under the laws of the State of Illinois.*

<p>ACCEPTED: <i>The above prices, specifications and conditions are satisfactory and hereby accepted.</i></p> <p>Purchaser: Village of Orland Park</p> <p>Signature: </p> <p>Printed Name: Joseph LaMargo</p> <p>Date: 9.20.17</p>	<p>CONFIRMED: <i>The above prices, specifications and conditions are satisfactory and hereby confirmed.</i></p> <p>Seller: V3 Construction Group, Ltd.</p> <p>Signature: </p> <p>Printed Name: Michael Famiglietti</p> <p>Date: 9/14/2017</p>
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To: Village of Orland Park Address: 14700 Ravinia Avenue Orland Park, Illinois 60462	Contact: Gary Couch Phone: 708-403-6150 Email: gcouch@orlandpark.org
Project Name: Parkhill Pond Restoration & Stabilization Phase II Location: Orland Park, Illinois	Ref #: B17-073 Date: 6/13/2017 Estimator: Tom Foster

1.00 PARKHILL POND #3 - WEST (390 LF)	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.10 GENERAL CONDITIONS				
1.11 Mobilization	1.000	LSUM	\$ 5,653.75	\$ 5,653.75
1.12 Community Education Meeting	1.000	LSUM	\$ 350.00	\$ 350.00
1.13 Construction Access (Mats)	80.000	SY	\$ 25.00	\$ 2,000.00
1.20 DEMOLITION				
1.21 Hand Clearing & Vegetation Removal	1.000	LSUM	\$ 4,125.00	\$ 4,125.00
1.22 Boom Spray - Non Residual / Non-Selective	1.000	LSUM	\$ 825.00	\$ 825.00
1.30 STABILIZATION				
1.31 Purchase Turbidity Curtain	250.000	LF	\$ 15.25	\$ 3,812.50
1.32 Install Turbidity Curtain	500.000	LF	\$ 2.25	\$ 1,125.00
1.33 Regrade Slope - Balance Site	390.000	LF	\$ 65.00	\$ 25,350.00
1.40 RESTORATION				
1.41 Seedbed Preparation	0.750	ACRE	\$ 8,000.00	\$ 6,000.00
1.42 Native Seeding W/ Cover Crop	0.500	ACRE	\$ 5,000.00	\$ 2,500.00
1.43 Turf Seeding	0.250	ACRE	\$ 2,600.00	\$ 650.00
1.44 Erosion Control Blanket Installation	1,500.000	SY	\$ 2.50	\$ 3,750.00
1.45 Plug Installation - 5 / LF (GT 38)	2,745.000	EACH	\$ 4.50	\$ 12,352.50
1.46 Access Route (Seed & Blanket)	125.000	SY	\$ 5.25	\$ 656.25
1.50 NATIVE AREAS MANAGEMENT				
1.51 Weed Control (3 Years)	4.500	EVENT	\$ 950.00	\$ 4,275.00
1.52 Monitoring & Reporting	3.000	YEAR	\$ 1,000.00	\$ 3,000.00
SUBTOTAL				\$ 76,425.00

2.00 PARKHILL POND #1 - EAST (250 LF)	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.10 GENERAL CONDITIONS				
2.11 Mobilization	1.000	LSUM	\$ 5,615.00	\$ 5,615.00
2.12 Community Education Meeting	1.000	LSUM	\$ 350.00	\$ 350.00
2.12 Construction Access (Mats)	250.000	SY	\$ 25.00	\$ 6,250.00
2.20 DEMOLITION				
2.21 Hand Clearing & Vegetation Removal	1.000	LSUM	\$ 4,825.00	\$ 4,825.00
2.22 Boom Spray - Non Residual / Non-Selective	1.000	LSUM	\$ 110.00	\$ 110.00
2.30 STABILIZATION				
2.31 Turbidity Curtain Installation	250.000	LF	\$ 5.25	\$ 1,312.50
2.32 Install Double Soil Wrap	250.000	LF	\$ 95.70	\$ 23,925.00
2.34 Install Stone Toe (Soil Wrap)	250.000	LF	\$ 45.00	\$ 11,250.00
2.35 Extend & Reset Existing FES	1.000	EACH	\$ 3,500.00	\$ 3,500.00
2.40 RESTORATION				
2.41 Seedbed Preparation	0.300	ACRE	\$ 2,300.00	\$ 690.00
2.42 Native Seeding	0.100	ACRE	\$ 5,000.00	\$ 500.00
2.43 Turf Seeding	0.200	ACRE	\$ 2,600.00	\$ 520.00
2.44 Erosion Control Blanket Installation	975.000	SY	\$ 2.50	\$ 2,437.50
2.45 Plug Installation (GT 38)	1,400.000	EACH	\$ 4.50	\$ 6,300.00
2.46 Access Route (Seed & Blanket)	250.000	SY	\$ 6.50	\$ 1,625.00
2.50 NATIVE AREAS MANAGEMENT				
2.51 Weed Control (3 Years)	4.500	EVENT	\$ 950.00	\$ 4,275.00
2.52 Monitoring & Reporting	3.000	YEAR	\$ 1,000.00	\$ 3,000.00
SUBTOTAL				\$ 76,485.00



04/07/2017

TAF

Notes:

PARKHILL POND #1

1100 S. WASHINGTON ST. SUITE 100
SPRINGFIELD, IL 62761
314.222.2222
WWW.VANLEON.COM





04/07/2017

TAF

Notes:

PARKHILL POND #3

V3 Consulting Group, LLC
3305 Jirassakomol
Chiang Mai 50100, Thailand
Tel: +66 53 422 888
Fax: +66 53 422 889



VILLAGE OF ORLAND PARK

General Terms and Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and V3 CONSTRUCTION GROUP, LTD. (the "CONTRACTOR") for **Park Hill Pond 1 (East Side) and Park Hill Pond 3 (West Side) Shoreline Restoration, Stabilization, and Stewardship Phase II** (the "WORK") dated **September 11, 2017** (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of the CONTRACTOR the VILLAGE shall furnish, with reasonable promptness, information necessary for the performance of the WORK of the CONTRACT including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the WORK is to be performed.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK as is necessary for the performance of the WORK and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the WORK.
- 1.1.3 The VILLAGE shall have the right to stop the WORK by a written order should the CONTRACTOR fail to correct Work not in accordance with the Contract Documents which will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4 The VILLAGE may, if the CONTRACTOR does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The CONTRACTOR shall perform the WORK in accordance with the Contract Documents.
- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK and shall report to the VILLAGE or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the VILLAGE, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the WORK and, unless agreed otherwise with the VILLAGE in a separate written document, for all utilities required such as light, heat and water.
- 1.2.4 Contractor warrants that the WORK shall contain material and equipment of good quality that is new and that the WORK and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the

CONTRACTOR, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the VILLAGE. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

1.2.5 Contractor shall work expeditiously to complete the WORK by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.

1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the WORK.

1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1 This CONTRACT calls for the construction/maintenance of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). **NOTE: WORK identified as Stabilization work in the proposal dated 8/25/2016 is required to be paid at Prevailing Wage rate.** The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human

Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

- 1.2.8 Contractor will not be relieved of any obligation to the VILLAGE due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 Accepted Proposal as it conforms to Village requirements
- .5 Addenda, if any
- .6 Required Certificates of Insurance
- .7 Affidavit of Compliance
- .8 Performance and Payment Bonds, if required

ARTICLE 3: PAYMENTS AND COMPLETION

- 3.1 The VILLAGE requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be made by the VILLAGE without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not actually installed and built into the WORK without written authorization for the VILLAGE.
- 3.3 Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.
- 3.4 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide

the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.5 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The VILLAGE shall have a right to inspect any materials or equipment to be used in carrying out this contract. The CONTRACTOR shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the VILLAGE. Materials, equipment, components or completed work not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR at no cost to the VILLAGE.

ARTICLE 6: ASSIGNMENT

6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

6.2 Work not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their Work.

6.3 The CONTRACTOR shall not contract with anyone to whom the VILLAGE has a reasonable objection.

6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the Contract Documents, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the CONTRACTOR, by these Documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the Contract Documents, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract

agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

- 7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before final voucher on the CONTRACT is issued.
- 7.2 Contractor shall supply the VILLAGE with "as-built" plans prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

- 8.1 If the CONTRACTOR fails to begin the WORK under this contract within the time specified, or fails to perform the WORK with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the WORK in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the WORK, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in an acceptable manner, the VILLAGE shall give notice to the CONTRACTOR and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the CONTRACTOR in this contract.
- 8.2 Upon declaration of Contractor's default, the VILLAGE may, at his option, call upon the surety to complete the WORK in accordance with the terms of this contract or may take over the WORK, including any materials and equipment on the work site as may be suitable and acceptable to the VILLAGE and may complete the WORK by or on its own force account, or may enter into a new contract for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner.
- 8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the VILLAGE shall be less than the sum which would have been payable under this contract if it had been completed by the CONTRACTOR and had not been forfeited by the VILLAGE, then the CONTRACTOR shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the amount of such excess.

ARTICLE 9: DISPUTES AND VENUE

- 9.1 If an Architect or Engineer has contracted with the VILLAGE to administer the CONTRACT between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the CONTRACT between the VILLAGE and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of

the CONTRACT.

9.2 Any legal action taken by either party shall be decided based upon the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence of the CONTRACT. Village shall not grant, and Contractor shall not seek damages for delays; however, Village shall grant an increase in the Contract Time for delay not caused by Contractor, its Subcontractors or others for whose actions Contractor is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverage shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverage afforded under the CONTRACTOR’s General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker’s Compensation. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all work has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE’s continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are:

- .1 Worker's Compensation: STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this contract. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors.
- .2 Employers Liability: \$500,000 minimum liability.
- .3 Comprehensive General Liability; including Bodily Injury and Property Damage.

- \$1,000,000 Each Occurrence - Combined Single Limit
- \$2,000,000 Aggregate - Completed Operations
- \$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the VILLAGE, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2 The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS – not applicable

~~12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A.V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.~~

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the WORK must be approved by the VILLAGE in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the VILLAGE or its designee finding that the change was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of the VILLAGE. Any change increasing the original Contract Sum by fifty percent (50%) or more must be re-bid by the VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1 The VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.