



# ***Proposal***

Visit our website at [www.emeraldsiteservices.com](http://www.emeraldsiteservices.com)

Or call

815 469-7400

*Elk Grove IL*

*Frankfort IL*

*Rosemont IL*



Site Services, LLC

8223 W. Lincoln Highway

Frankfort, IL 60423

815-469-7400/815-469-7413 fax (Business Office)

847-833-0467/847-318-9792 fax (Accounting Office)

## PROPOSAL

July 24, 2015

**VIA E-MAIL tparry@cbbel.com**

Mr. Travis Parry

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins, Suite 600

Rosemont, IL 60018

**RE: 163<sup>rd</sup> Street Stormwater Improvements**

**PHONE:** (847) 823-0500

We hereby submit specifications and estimates for: **163<sup>rd</sup> Street Stormwater Improvements**

Emerald Site Services, LLC will provide all labor and material necessary to provide the following:

Remove existing stone around rear and sides of the (2) homes just north of 163<sup>rd</sup> Street cul-de-sac. The 3<sup>rd</sup> house closest to 97<sup>th</sup> Avenue is not effected. Install backfill to top of foundation to drain water away from the houses. Re-install the decorative stone cover.

**Total            \$14,400.00**

Grade designated areas between the houses per CBBEL plan exhibit 2 to drain water past the effected houses. All excess spoil material will be hauled off site. Restore all areas disturbed by construction with seed and blanket.

**Total            \$25,850.00**

**TOTAL ITEMS 1 & 2            \$39,850.00**

### **NOTES/CLARIFICATIONS**

- Village will perform all proposed storm utility work, including adjusting existing beehive inlet covers. Emerald will coordinate our work with the Village.
- Pricing is based on using standard wages rates. If prevailing wage rates are required add 25% to the total cost.

### **ALTERNATES**

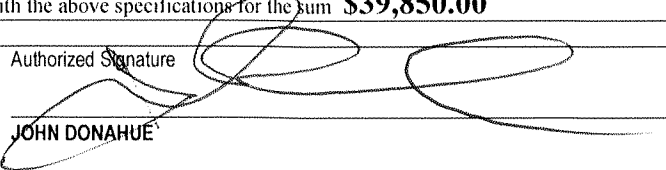
- 1) Install a 6" perforated underdrain line (approximately 190 LF) behind the house off of the northwest corner of the cul-de-sac.  
Install a 12" surface grate to collect surface water.  
Connect the underdrain to the existing storm basin west of the house.

**ADD \$6,120.00**

- 2) Install sod in lieu of seed/blanket for the restoration.

**ADD \$7,500.00**

**NOTE:** This proposal includes General Terms and Conditions attached herein and constitutes a binding agreement upon acceptance. Quotation is valid for 30 days from date of proposal.

WE PROPOSE, hereby to furnish material and labor - complete in accordance with the above specifications for the sum <b>\$39,850.00</b>	
<b>Payments Terms: Net 30 Days</b>	
All material is guaranteed to be specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary Insurance. Our workers are fully covered by Worker's Compensation	Authorized Signature  <b>JOHN DONAHUE</b>
<b>ACCEPTANCE OF PROPOSAL</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Upon the occurrence of the failure of signatory to pay the amount owed pursuant to the terms of this contract, it shall be considered a default. Upon the occurrence of said default, said indebtedness shall immediately become due and payable in full. In the event of institution of legal proceedings by Emerald Site Services, LLC. to enforce any of the terms of this agreement signatory shall be responsible to pay all of Emerald's attorneys' fees and costs including filing costs, deposition costs and opinion witness costs incurred in enforcing the terms of this contract.	Signature: _____ Date: _____  <b>TRAVIS PARRY</b>

**Emerald Site Services, LLC.**  
**General Terms and Conditions**

- 1) **Scope of Work and Time Limit.** This proposal is valid for a period of 30 days from the date of submission. The scope of work is identified in the proposal. If Client acceptance and authorization is not received within 30 days, ESS reserves the right to renegotiate the estimated cost, schedule for completion, and overall scope of work. Unless otherwise stated on the proposal, this agreement may be terminated by ESS without penalty in the event that the project is not delivered to ESS within (1) year of the acceptance date. Prices quoted are based upon performing work during normal work day hours Monday through Friday excluding holidays.
- 2) **Changes.** This agreement will not be modified except by written agreement signed by both Client and ESS. Any alteration or deviation from the scope of work identified in the proposal involving extra costs will be executed only upon written change orders and will become an extra over and above estimate.
- 3) **Time and Material.** If the proposal states that services will be rendered on a time and material basis, a rate schedule will be attached to the proposal. Services billed on a time and material basis will be billed for time on the job, travel to and from the job and materials used.
- 4) **Payment.** Payment terms are net (30) days from invoice date. The Client agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said 30 day period at the rate of 1.5% per month. In the event that legal action is necessary to enforce the payment provisions of this agreement, ESS shall be entitled to collect from the Client any judgments or settlement sums due, reasonable attorney fees, court costs and related expenses incurred by ESS in connection with such collection action.
- 5) **Suspension of Service.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, ESS may suspend performance of service upon (5) days' written notice to Client. ESS shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse ESS for all services rendered up to and until the date of suspension per the terms of this Agreement.
- 6) **Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under same terms, whenever Client shall determine that termination is in its best interest. Cost of termination, including labor, materials, overhead and fee, incurred by ESS either before or after the termination date shall be reimbursed by Client.
- 7) **Proprietary Information.** All project documents including but not limited to technical reports, letters, maps, plans, proposals, and other written graphic products produced by ESS and the information contained within them are not to be reproduced without the expressed written consent of ESS management.
- 8) **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
- 9) **Force Majeure.** Neither Client nor ESS shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 10) **Insurance.** ESS employees are fully covered by Workman's Compensation Insurance. The company is insured for personal injury and property damage liability. Certificates of Insurance are available upon request. Unless otherwise indicated the prices quoted are based upon insurance limits held by ESS on the date of the proposal. Any request to increase the limits may require an additional charge.
- 11) **Exclusions.** Unless otherwise stated on the proposal the following are excluded from the price quote:
  - Payment for and procurement of required permits.
  - Removal of hazardous material.
  - Engineering work, layout work, testing of materials and testing of completed work.
  - Excavation, under cutting and removal of buried obstructions above and beyond that which are indicated in the proposal.
  - Location of underground utilities not located by JULIE, DIGGER, or UNDERGROUND utility location services.
  - ESS is not responsible for any damage to any non-located utilities when performing work authorized by the Client/Owner.
- 12) **Client Responsibilities.** The Client agrees to provide full information regarding requirements for and about the project including Client's objectives, schedule, constraints, special equipment and site requirements. The Client will provide right-of-access on to the project property to enable ESS to perform all necessary investigations and field work. Where applicable and necessary, the Owner shall make adequate storage areas available on site for all equipment, materials and plant materials to complete the project.
- 13) **Warranty.** Unless otherwise stated on the proposal, ESS shall warrantee all materials and workmanship for a period of (1) year. All material shall be as specified in the contract and all work will be completed in a workman like manner according to standard practices. This warranty is valid under normal conditions and excludes damage from vandalism or abuse. For planting projects, we will replace, once without charge, any tree or shrub that dies or substantially fails within (1) year of the planting date. Transplants are not guaranteed. We will not replace plants killed by insects or animals, mechanical damage, abuse, neglect, extreme weather or natural disasters. Warrantee is conditioned upon Client's payment of invoice when due and normal plant care and maintenance following plant installation.
- 14) **Hazardous Materials/ Pollutants.** Unless otherwise provided by this Agreement, ESS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/ pollutants in any form at the project site. Including but not limited to mold/ mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/ hazardous/ pollutant type substances.