

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0688

Innoprise Contract #: C16-0114

Year: 2016

Amount: \$14,200.00

Department: Parks - Gary Couch

Contract Type: Services

Contractors Name: V3 Construction Group, Ltd

Contract Description: Triangle Pond Vegetation Removal

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
orlandpark.org



**ORLAND
PARK**

VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

October 28, 2016

Mr. Brad Millis
V3 Construction Group, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517

RE: NOTICE TO PROCEED – Triangle Pond Vegetation Removal

Dear Mr. Millis:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of October 24, 2016.

Please contact Gary Couch at 708-403-6241 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this service and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated October 20, 2016 in an amount not to exceed Fourteen Thousand Two Hundred and No/100 (\$14,200.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

CC: Gary Couch

VILLAGE OF ORLAND PARK
Triangle Pond Vegetation Removal
(Contract for Services)

This Contract is made this 20th day of October, 2016 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and V3 Construction Group, Ltd. (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.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on September 26, 2016, to the extent it does not conflict with this contract.

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 provide the services as described in the CONTRACT DOCUMENTS and further described below:

Removal of vegetation at the pond located at 142nd and LaGrange Road (Main Street Triangle area), Orland Park, IL per the proposal dated 9/26/2016

(hereinafter referred to as the "WORK") 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 amount for performance of the described services: Fourteen Thousand Two Hundred and No/100 (\$14,200.00)Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence immediately and continue expeditiously until final completion after the Spring 2017 application of Herbicide. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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 the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. 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. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, 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 person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: 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 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: 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: Timothy J. McCarthy
Print Name: TIMOTHY J MCCARTHY
Its: INTERIM VILLAGE
Date: 10/26/16

FOR: THE CONTRACTOR

By: [Signature]
Print Name: Michael Funglietta
Its: PRESIDENT
Date: 10/21/16



7325 Janes Avenue
Woodridge, IL 60517
Ph: 630-724-9200
Fx: 630-724-9202
v3co.com

"The Professional Approach to Construction"

To: Gary Couch Address: Village of Orland Park 14700 Ravinia Avenue Orland Park, IL	Contact: Gary Couch Phone: 708-403-6241 Email: GCouch@orlandpark.org
Project Name: Traingle Pond Vegetation Removal Project Address: 142nd St. Orland Park, IL	Ref Number: PER15332 Date: 9/26/2016

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

Item	Item Description	Quantity	Unit	Unit Price	Total Price
1.0	Tree Clearing	1	Event	\$ 5,700.00	\$5,700.00
2.0	Vegetation Removal	1	Event	\$ 7,200.00	\$7,200.00
3.0	Herbicide Application - 1 event	1	Event	\$ 1,300.00	\$1,300.00
TOTAL PRICE:					\$14,200.00

Notes:

- 1.0 Herbiciding window expires in early fall. Therefore that task will be completed in spring 2017.
- 2.0 Tree clearing does not provide stump grinding.
- 3.0 The work of this proposal will accomplish a kill and removal of the existing vegetation. Regrowth should be expected to occur at some time following herbicide application in spring 2017. Control of that growth should be part of the final plan for the basin.
- 4.0 This proposal constitutes the entire agreement between the purchaser and V3 Construction Group, Ltd.
- 5.0 Net payment is due upon receipt of invoice.
Final payment, including any retained monies, is due immediately upon satisfactory completion of the work and receipt by purchaser of the final invoice.
- 6.0 receipt by purchaser of the final invoice.
- 7.0 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.
- 8.0 Invoices unpaid after thirty (30) days will incur a finance charge of three percent (3.0%) per month.
- 9.0 Purchaser warrants that he/she has the authority to make this agreement.
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.
- 10.0 part of this agreement.
- 11.0 This contract shall be interpreted under the laws of the State of Illinois.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.	CONFIRMED: V3 Construction Group, Ltd.
Purchaser: <u>Village of Orland Park</u>	Authorized Signature:
Signature: <u>Timothy J. McCarthy</u>	
Printed Name: <u>TIMOTHY J. MCCARTHY</u>	Printed Name:
Date: <u>10/26/16</u>	