

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0349

Innoprise Contract #: C14-0060

Year: 2014-16

Amount: \$10,100.00

Department: Parks - Frank Stec

Contract Type: Service

Contractors Name: V3 Construction Group

Contract Description: VH North and South Basin Maintenance/Stewardship

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

September 8, 2014

Mr. Michael Famiglietti
V3 Construction Group
7325 Janes Avenue
Woodridge, Illinois 60517

RE: Storm Water Basin Management 2014-16
Village Hall North and South Basin Maintenance

Dear Mr. Famiglietti:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated projects as of July 23, 2014. I apologize for the delay in issuing this notice.

Please contact Frank Stec at 708-403-6139 with any issues concerning these projects.

The Village issued purchase order #14-002209 for these projects and emailed it to V3 Construction Group in July. I have also included a copy of it with this mailing. 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. 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 July 11, 2014 for Storm Water Basin Management 2014-16, and one (1) original executed contract dated July 11, 2014 for Village Hall North and South Basin Maintenance. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Avenue
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July 11, 2014

Mr. Mike Famiglietti
V3 Construction Group
7325 Janes Avenue
Woodridge, Illinois 60517

NOTICE OF AWARD – Storm Water Basin Management 2014-16;
VH North and South Basin Maintenance

Dear Mr. Famiglietti:

This notification is to inform you that on July 7, 2014, the Village of Orland Park Board of Trustees approved awarding V3 Construction Group the contract in accordance with the proposal you submitted dated March 25, 2014, for Storm Water Basin Management 2014-16 on select ponds for an amount not to exceed Seventy Seven Thousand Thirty-One and No/100 (\$77,031.00) Dollars. The Board also approved 2014 maintenance for the Village Hall North and South basins in the amount of Ten Thousand One Hundred and No/100 (\$10,100.00) Dollars.

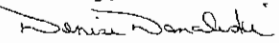
In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by July 25, 2014.

1. Enclosed is the Contract for Storm Water Basin Management 2014-16. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Enclosed is the Contract for VH North and South Basin Maintenance . Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Please deliver this information directly to me, Denise Donalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office

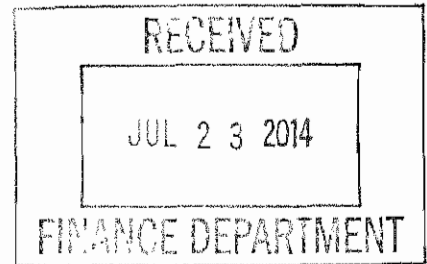
prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,


Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
VH North and South Basin Maintenance
(Contract for Services)



This Contract is made this **11th day of July, 2014** 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.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on May 12, 2014 (South pond), to the extent it does not conflict with this contract

The Proposal submitted by Contractor on June 2, 2014 (North pond), to the extent it does not conflict with this contract.

All Certifications required by the Village (on file)

Certificates of insurance

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:

Provide professional services for Native Maintenance of the banks of the Village Hall Complex North and South Basins

(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 amount for performance of the described services:

<u>Service</u>	<u>Fee</u>
2014 Weed Control – North	\$4,500.00
2014 Weed Control – South	\$5,600.00

TOTAL: an amount not to exceed Ten Thousand One Hundred and No/100 (\$10,100.00) 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 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 upon contract execution and continue expeditiously until final completion or December 31, 2016, whichever occurs first. 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@orland-park.il.us

To the CONTRACTOR:

Mike Famiglietti
V3 Construction Group
7325 Janes Avenue
Woodridge, Illinois 60517
Telephone: 630-724-9200
Facsimile: 630-724-9202
e-mail: mfamiglietti@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.

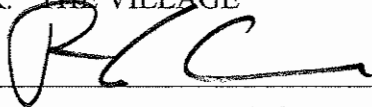
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

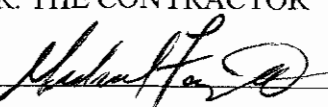
By: 

Print Name: **Paul G. Grimes**
Village Manager

Its: _____

Date: 7/25/14

FOR: THE CONTRACTOR

By: 

Print Name: Michael Famiglietti

Its: PRESIDENT

Date: 7/22/14

CONTRACT PROPOSAL

To: Village of Orland Park Address: 14700 Ravinia Avenue Orland Park, IL 60462	Contact: Mr. Frank Stec Phone: 708-403-6139 Email: fstec@orland-park.il.us
Project Name: Native Maintenance - Village Hall South Pond Project Address: 14700 Ravinia Avenue Orland Park, IL	Ref Number: PER14034 Date: 5/12/2014

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

Item	Item Description	Quantity	Unit	Unit Price	Total Price
2014					
1.0	2014 Weed Control	4.0	EA	\$ 1,400.00	\$ 5,600.00
Subtotal - 2014:					\$ 5,600.00
2015					
2.0	2015 Prescribed Burn	1.0	EA	\$ 4,500.00	\$ 4,500.00
3.0	2015 Weed Control	4.0	EA	\$ 1,450.00	\$ 5,800.00
4.0	2015 Enrichment Seeding	2.0	AC	\$ 2,600.00	\$ 5,200.00
Subtotal - 2015:					\$ 15,500.00
2016					
5.0	2016 Weed Control	4.0	EA	\$ 1,500.00	\$ 6,000.00
Subtotal - 2016:					\$ 6,000.00
TOTAL PRICE:					\$ 27,100.00

See attached notes and qualifications for detail specific to this scope of work.

CONTRACT PROPOSAL

To: Village of Orland Park Address: 14700 Ravenna Avenue Orland Park, IL 60462	Contact: Mr. Frank Stec Phone: 708-403-6139 Email: fstec@orland-park.il.us
Project Name: Native Maintenance - Police Pond (Village Hall North P) Project Address: 14700 Ravenna Avenue Orland Park, IL	Ref Number: PER14034 Date: 6/2/2014

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

Item	Item Description	Quantity	Unit	Unit Price	Total Price
2014					
1.0	2014 Weed Control	3.0	EA	\$ 1,500.00	\$ 4,500.00
Subtotal - 2014:					\$ 4,500.00

TOTAL PRICE:	\$ 4,500.00
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See attached notes and qualifications for detail specific to this scope of work.

Notes & Qualifications:

- 1.0 V3 will apply herbicides to control nuisance herbaceous vegetation within the defined area.
- 2.0 This proposal constitutes the entire agreement between the purchaser and V3 Construction Group, Ltd.
- 3.0 Net payment is due upon receipt of invoice.
- 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 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.
- 6.0 Invoices unpaid after thirty (30) days will incur a finance charge of three percent (3.0%) per month.
- 7.0 Purchaser warrants that he/she has the authority to make this agreement.
- 8.0 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.
- 9.0 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: _____	Authorized Signature: 
Signature: _____	Printed Name: Paul G. Grimes
Printed Name: _____	Village Manager
Date: _____	

7-25-14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2014

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, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. 425 N Martingale Road, Suite 1100 Schaumburg IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 847.517.8900	FAX (A/C, No): 847.517.9033
	E-MAIL ADDRESS: john.adams@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: St. Paul Fire and Marine	NAIC # 24767
	INSURER B: ACUITY	NAIC # 14184
	INSURER C: Cincinnati Ins. Co.	NAIC # 2445
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1357958527	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

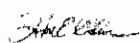
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			EPP0046403	10/26/2013	10/26/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			EBA0108231	10/26/2013	10/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			ZUP14T1832313NF	10/26/2013	10/26/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X81884	10/26/2013	10/26/2014	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: Storm Water Basin Management 2014-16; VH North and South Basin Maintenance

It is agreed that the following are named as an Additional Insured under the General Liability (General Liability is primary and non-contributory) and Commercial Auto Liability, when required by written contract, with respect to work performed by the Insured: Village of Orland Park, its trustees, officers, directors, agents, employees, representatives and assigns

See Attached...

CERTIFICATE HOLDER The Village of Orland Park 14700 S. Ravinia Ave Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Willis of Illinois, Inc.		NAMED INSURED V3 Construction Group, Ltd. 7325 Janes Avenue, Suite 100 Woodridge IL 60517	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation applies in favor of the Additional Insureds under the General Liability and Workers' Compensation, when required by written contract, where allowed by law.