

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0349

Innoprise Contract #: C14-0058

Year: 2014-16

Amount: \$197,765.79

Department: Parks - Frank Stec

Contract Type: Maintenance

Contractors Name: Pizzo & Associates Ltd.

Contract Description: Storm Water Basin Management 2014-16: Persimmon Meadow, Marley Blvd Middle; Marley Blvd South, Royal Oaks, Lakeshore North, and Preston ponds.

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. Jake Hagelow
Pizzo & Associates, Ltd.
136 Railroad Street
P.O.Box 98
Leland, Illinois 60531

RE: Storm Water Basin Management 2014-16

Dear Mr. Hagelow:

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 18, 2014. I apologize for the delay in issuing this notice.

Please contact Frank Stec at 708-403-6139 with any issues concerning this project.

The Village issued purchase order #14-002173 for this project and emailed it to Pizzo 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 maintenance contract dated July 11, 2014 for Storm Water Basin Management 2014-16. 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

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July 11, 2014

Mr. Jake Hagelow
Pizzo & Associates, Ltd.
136 Railroad Street
P.O.Box 98
Leland, Illinois 60531

NOTICE OF AWARD – Storm Water Basin Management 2014-16

Dear Mr. Hagelow:

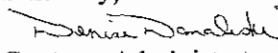
This notification is to inform you that on July 7, 2014, the Village of Orland Park Board of Trustees approved awarding Pizzo & Associates, Ltd. the contract in accordance with the proposal you submitted dated March 27, 2014, for Storm Water Basin Management 2014-16 on select ponds for an amount not to exceed One Hundred Ninety Seven Thousand Seven Hundred Sixty-Five and 79/100 (\$197,765.79) 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. 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.

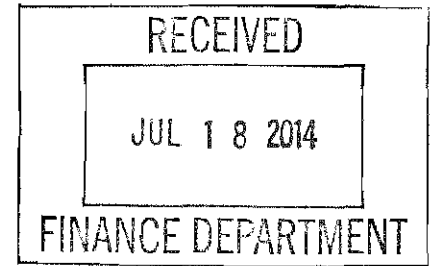
Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement 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
Storm Water Basin Management 2014-16
(Contract for Maintenance)



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 Pizzo & Associates, 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.

- The Contract
- General Terms and Conditions pertaining to the Contract
- The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
 - o The Request for Proposals
 - o The Instructions to the Proposers
- The Proposal as it is responsive to the VILLAGE's RFP requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance

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

Provide Storm Water Basin Management which includes pond restoration and stewardship as defined for each pond on the Pond Proposal Form

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (RFP Documents) 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:

105 3 1

Site ID	Pond	Cost
05-08	Persimmon Meadow Pond	\$42,428.43
31-20	Marley Blvd Middle Pond	\$31,414.50
31-21	Marley Blvd South Pond	\$33,473.31
08-25	Royal Oaks Pond	\$34,781.01
31-18	Lakeshore North Pond	\$40,676.94
06-11	Preston Pond	\$14,991.60

TOTAL: an amount not to exceed One Hundred Ninety Seven Thousand Seven Hundred Sixty-Five and 79/100 (\$197,765.79) 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, 2016, 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 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 only if the PARTIES agree separately to use e-mail for providing notice. 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:

Jake Hagelow or Tim Moritz
Pizzo & Associates, Ltd.
136 Railroad Street, P.O. Box 98
Leland, Illinois 60531
Telephone: 815-762-2862
Facsimile: 815-498-4406
e-mail: jakeh@pizzo.info
timm@pizzo.info


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.

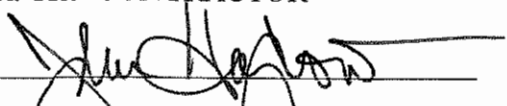
SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

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: Paul G. Grimes
Village Manager
Its: _____
Date: 7/21/14

FOR: THE CONTRACTOR
By: 
Print name: JAKE HAGELOW
Its: SALES MANAGER
Date: 07.15.2014

VILLAGE OF ORLAND PARK

General Terms and Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and PIZZO & ASSOCIATES, LTD (the "CONTRACTOR") for **Storm Water Basin Management 2014-16** (the "WORK") dated **July 11, 2014** (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 and obtain 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 Some work under 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"). 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.state.il.us/agency/idol/rates/rates.HTM>. 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 Terms and Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated March 14, 2014 which includes
 - Instructions to the Proposers
 - Request for Proposals
 - Specifications and Drawings, if any
- .5 Accepted Proposal as it conforms to the RFP requirements
- .6 Addenda, if any
- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 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.

Persimmon Meadow Pond Proposal Form

Persimmon Meadow Pond is a small basin with stable slopes on three (3) sides, and a vertical retaining wall on the 4th side. It is recommended that the existing buffer that is primarily cool season fescue and Thistle be eradicated and re-seeded. All Cattails and Phragmites currently growing within the water should be actively managed. Emergent and deep water wetland plants should be installed within the water to help outcompete the Cattails and help pull nutrients from the water that is leading to the massive algae blooms. A rigorous Stewardship program incorporating mowing, hand-pulling, and spot herbicide applications must be maintained in order to improve the appearance of this pond. Below are the restoration recommendations and 3 years of maintenance.

Site Management Recommendations

YEARS 1-15 - PREVALING WAGE PHASE						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Events	Total Cost
Herbicide prep	Pellets w/ spray nozzle	1.0	EA	\$961.35	1	\$961.35
Seeding Prep	Fine grade, tilling, scarify soil	1.0	EA	\$641.79	1	\$641.79
Seeding	Installation, 3-year guarantee	1.0	Acres	\$1,834.29	1	\$1,834.29
Marking	\$1.90/ft	4900.0	SY	\$1.91	1	\$9,359.00
Supplemental Wetland Plugs	Below N.W.L.	1600.0	EA	\$2.35	1	\$3,760.00
Supplemental Wetland Plugs	Above N.W.L.	1600.0	EA	\$2.08	1	\$3,328.00
Plant Protection fencing	See attached spec sheet	1600.0	Linear Feet	\$4.42	1	\$7,072.00
Mow (10" - 12")	High Mow in Prairie	1.0	Site	\$228.90	1	\$228.90
Weed Control (spot spraying)	2 people, 1/2 day	1.0	EA	\$434.90	4	\$1,739.60
Site Inspections/Meetings	1 in Year 1	1.0	EA	\$0.00	1	\$0.00
Sub-Total:						\$28,924.93
Alternate 1:						
Alternate 2:						
Alternate 3:						
Total for Year 1:						\$28,924.93
YEARS 2-3 - MANAGEMENT PHASE (NON-PREVALING WAGE PHASE)						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Events	Total Cost
Weed Control (spot spraying)	2 people, 1 day (six each year)	1.0	EA	\$959.45	12	\$11,513.40
Mow (10" - 12")	High Mow in Prairie (Six to Year 2)	1.0	Site	\$248.47	1	\$248.47
Prescribed Fire (Yr 3, if needed)	Coordination, permitting, execution of burn	1.0	EA	\$1,741.63	1	\$1,741.63
Site Inspection/Meetings	1 each year	1.0	EA	\$0.00	1	\$0.00
Sub-Total:						\$13,503.50
Alternate 1:						
Alternate 2:						
Total for Years 2-3 - Management:						\$13,503.50
GRAND TOTAL (YEARS 1-3):						\$42,428.43

Additional Notes:

All proposed work associated with Persimmon Meadow Pond is not considered to be non-Prevailing Wage labor. Contractor shall submit any proposed plug and/or seed lists by plant community, including species by scientific name and installation rates with RFP/Proposal Form submittal. Contractor shall submit copies of current certificates for the State of Illinois pesticide Applicators and Operators working on this project.

**Marley Middle Pond
Proposal Form**

This pond is an open water pond with an existing turf buffer. There are some small pockets of woody saplings in need of removal while the larger trees at the shoreline should remain. The pond shoreline and surrounding buffer inside of the adjacent pathway is to be converted from turf grass to prairie with supplemental wetland and shoreline plugs around the entire pond. A goose exclusion fence will be installed after the planting to protect the plugs from predation. Below are the recommendations for restoration and 3 years of maintenance.

Site Management Recommendations

YEAR 1 - Non-Prevailing Wage Labor						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Exempts	Total Cost
Woody removal	Remove and stump treatment	1.0	Tree	\$946.72	1	\$946.72
Herbicide spot	Palmer's Weeping Sprayer	1.0	EA	\$767.48	1	\$767.48
Seeding Prep	Soil grade, sandy soil	0.25	acre	\$1,171.56	1	\$878.67
Seeding	Installation, proper germination	0.75	acre	\$1,663.83	1	\$1,247.87
Fencing	51000	9400	FT	\$1.95	1	\$1,248.00
Supplemental Wetland Plugs	Palmer's We 1	7500	EA	\$2.41	1	\$1,867.75
Supplemental Wetland Plugs	Palmer's We 1	15000	EA	\$2.14	1	\$3,317.00
Shore Protection Fencing	See attached spreadsheet	2750	linear feet	\$4.94	1	\$3,828.50
Shore DCP - 117	High Nitrogen Prairie (6-14 Year)	0.75	acre	\$219.66	1	\$329.49
Wetland Control (not approved)	1 acre/acre 1 year	1.0	EA	\$885.90	1	\$3,543.60
Site Installation/Maintenance	2 yr Year 1	1.0	EA	\$0.00	1	\$0.00
Sub-Total						\$17,975.08
Alternative 1						
Alternative 2						
Alternative 3						
Total Year 1 - Management						\$17,975.08
YEAR 2-3 - MANAGEMENT PHASE - MAINTENANCE (PREVAILING WAGE LABOR)						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Exempts	Total Cost
Wetland Control (not approved)	2 acre/acre 1 day No DCP 117	1.0	EA	\$960.18	1	\$11,522.16
Shore DCP - 117	High Nitrogen Prairie (6-14 Year)	0.75	acre	\$232.40	1	\$174.30
Planting Area	Supplemental, germinating, installation of lawn	1.0	EA	\$1,742.96	1	\$1,742.96
Site Installation/Maintenance	1 year Year 1	1.0	EA	\$0.00	1	\$0.00
Sub-Total						\$13,439.42
Alternative 1						
Alternative 2						
Total Year 2-3 - Management						\$13,439.42
Total Project Cost						\$31,414.50

Additional Notes:

All proposed work associated with Marley Middle Pond is considered to be non-Prevailing Wage labor. Contractor shall submit any proposed plug and/or seed lists by plant community, including species by scientific name and installation rates with RFP/Bid Form submittal. Contractor shall submit copies of current certificates for the State of Illinois pesticide applicators and operators working on this project.

**Marley South Pond
Proposal Form**

This open water basin is generally divided into 2 sections. The east side is adjacent to residential homes and is not to be improved. The west and north sides are to be converted to native plantings. There is a significant amount of existing woody trees and brush that needs to be removed. Other portions of the proposed native buffer are turf grass and shall also be converted. Native seed and erosion control blanket along with supplemental wetland and shoreline plugs shall be installed. Goose exclusion fencing shall be installed to prevent predation. Below are the recommendations for restoration and 3 years of maintenance.

Site Management Recommendations

YEAR 1 - PRELIMINARY RESTORATION AND MAINTENANCE						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Events	Total Cost
Woody Removal	Clearing and stump removal	10	Day	\$5,355.55	1	\$5,355.55
Native Seed	Native seed planting	20	\$975.55	1	\$975.55	
Soil Seed Mat	Soil seed mat	20	EA	\$652.60	1	\$652.60
Staking	Installation of staking	10	Adm	\$1,865.19	1	\$1,865.19
Blanket	Blanket	400	BT	\$1.93	1	\$849.20
Supplemental Wetland Plug	2000 W WL	2000	EA	\$2.39	1	\$1,314.50
Supplemental Wetland Plug	10000 W WL	10000	EA	\$2.12	1	\$2,332.00
Shrub Protection Fencing	Shrub protection fencing	900	Linear Feet	\$4.90	1	\$2,695.00
Seed (10' x 10')	Seed (10' x 10')	10	Acres	\$217.53	2	\$435.06
Mowed Grass (100' x 100')	Mowed Grass (100' x 100')	10	EA	\$877.29	1	\$3,509.16
Goose Exclusion Fencing	Goose Exclusion Fencing	10	EA	\$0.00	1	\$0.00
						\$19,983.81
YEAR 2 - MAINTENANCE PHASE (100' x 100' W WL)						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Events	Total Cost
Woody Removal (100' x 100')	Woody Removal (100' x 100')	10	Day	\$959.61	1	\$11,515.32
Seed (10' x 10')	Seed (10' x 10')	10	Acres	\$232.26	1	\$232.26
Planting of Plug	Planting of Plug	10	EA	\$1,741.92	1	\$1,741.92
Soil Seed Mat	Soil Seed Mat	10	EA	\$0.00	1	\$0.00
						\$13,489.50
						\$33,473.31

Additional Notes:

All proposed work associated with Marley South Pond is considered to be non-Prevailing Wage labor. Contractor shall submit any proposed plug and/or seed lists by plant community, including species by scientific name and installation rates with RFP/Bid Form submittal. Contractor shall submit copies of current certificates for the State of Illinois pesticide Applicators and Operators working on this project.

Royal Oaks Pond Proposal Form

Royal Oaks Pond is an open water pond with a turf buffer that is partially unmowed. The pond shoreline is to be converted from turf grass to prairie with supplemental wetland and shoreline plugs installed around the entire pond. A goose protection fence will be installed after the planting to protect the plugs from pre-dation. Below are the recommendations for restoration and 3 years of maintenance.

Site Management Recommendations

YEAR 1 - RESTORATION WORK (WAG/PLUG)						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Events	Total Cost
Planting plugs	Palmer amaranth	10	EA	\$799.21	1	\$799.21
Planting plugs	Red top	10	EA	\$1,067.37	1	\$1,067.37
Planting	Supplemental, 3-year grass/wetland	10	EA	\$1,616.93	1	\$1,293.54
Wetland	10000	10000	10	\$1.90	1	\$7,030.00
Supplemental Wetland Plugs	10000	10000	EA	\$2.34	1	\$1,872.00
Supplemental Wetland Plugs	10000	10000	EA	\$2.08	1	\$3,328.00
Planting plugs	Supplemental wetland	10000	EA	\$4.94	1	\$3,952.00
Mow (10' x 10')	High Mow 10' Mow	20	HR	\$213.47	1	\$213.47
Wetland Plugs	10000	10000	EA	\$433.98	1	\$1,735.92
Installation of fence	10000	10000	EA	\$0.00	1	\$0.00
Sub-Total						\$21,291.51
Alternative 1						
Alternative 2						
Alternative 3						
Sub-Total						\$21,291.51
YEAR 2 - MAINTENANCE (WAG/PLUG)						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Events	Total Cost
Wetland Plugs	10000	10000	EA	\$959.61	1	\$11,515.32
Mow (10' x 10')	High Mow 10' Mow	20	HR	\$232.26	1	\$232.26
Planting plugs	Supplemental, 3-year grass/wetland	10	EA	\$1,741.92	1	\$1,741.92
Installation of fence	10000	10000	EA	\$0.00	1	\$0.00
Sub-Total						\$13,489.50
Alternative 1						
Alternative 2						
Alternative 3						
Sub-Total						\$13,489.50

Additional Notes:

All proposed work associated with Royal Oaks Pond is considered to be non-Prevailing Wage labor. Contractor shall submit any proposed plug and/or seed lists by plant community, including species by scientific name and installation rates with RFP/Bid Form submittal. Contractor shall submit copies of current certificates for the State of Illinois pesticide Applicators and Operators working on this project.

Lake Shore North Pond
Proposal Form

Lake Shore North Pond has a well established existing native shoreline buffer. However, there is an abundance of invasive woody species that will need to be removed and stump treated with herbicide, along with healthy populations of multiple species of invasives. There is also a portion of existing turf grass that should be converted to native plantings. Supplemental plugs along with goose exclusion fencing shall be planted at the shoreline level. Below are the recommendations for woody removals and 3 years of maintenance of the existing shoreline buffer.

Site Management Recommendations

YEAR 1 - Non-Prevailing Wage Labor						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Expense	Total Cost
Woody removal	Cutting and stump treatment	2.0	Total	\$3,849.81	2	\$3,849.81
Herbicide application	Perfora herbicide	2.0	EA	\$489.74	2	\$489.74
Seed PC	Native plants, 1-year guarantee	93	each	\$2,328.48	1	\$1,164.24
Supplemental Wetland Plugs	Native R. P. L.	2206 G	EA	\$2.31	2	\$3,003.00
Supplemental Wetland Plugs	Native R. P. L.	2,850 G	EA	\$2.04	2	\$2,652.00
High Wetland Plugs	For water level fluctuations	1,100 G	Brick Plant	\$4.34	2	\$5,642.00
Goose Excl. Fencing	High Wetland Plugs for 3 years	0.2	Area	\$350.43	2	\$210.26
Wetland Care for 3 years	3 species, 3 year	1.0	EA	\$1,268.48	4	\$5,073.92
Any Subsequent Meetings	3-05 Year 1	1.0	EA	\$0.00	2	\$0.00
						Sub-Total
						\$22,084.97
Alternative 1:						
Alternative 2:						
Alternative 3:						
						\$22,084.97
YEAR 2 - Non-Prevailing Wage Labor						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Expense	Total Cost
Wetland Care for 3 years	3 species, 3 year (w/seed plugs)	2.0	EA	\$1,363.96	24	\$16,367.52
Perennial Plugs	Native plants, 3-year guarantee	2.0	EA	\$2,224.45	2	\$2,224.45
Site Management/Meetings	1 year work	1.0	EA	\$0.00	2	\$0.00
						Sub-Total
						\$18,592.00
Alternative 1:						
Alternative 2:						
						Total (Year 1-2 - Management)
						\$18,592.00
						Grand Total (Year 1-2)
						\$40,676.97

Additional Notes:
All proposed work associated with Lake Shore North Pond is considered to be non-Prevailing Wage labor. Contractor shall submit any proposed plug and/or seed lists by plant community, including species by scientific name and installation rates with RFP/Bid Form submittal. Contractor shall submit copies of current certificates for the State of Illinois pesticide Applicators and Operators working on this project.

**Preston Drive Pond
Proposal Form**

Preston Drive Pond is a dry bottom detention basin surrounded by turf slopes. The dry bottom portion is mostly non-native and weedy species that will need to be eradicated first, followed by the installation of the appropriate native seed and plug. Below are the recommendations for restoration and 3 years of maintenance.

Site Management Recommendations

YEARS 1-3 (Non-Prevailing Wage Item)						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Rate	Total Cost
Mechanical prep	Water table prep work	10	EA	\$440.82	1	\$440.82
Grass Seed - Blue Grass	Stabilize soil erosion	10	Lbs/1000	\$481.98	1	\$481.98
Seeding Plug	Plug grass, 100% pure	0.5	EA	\$803.30	1	\$240.99
Seeding	100% Fescue, 1-year hardy grass	0.5	EA	\$2,359.10	1	\$707.73
Importation of Material Plug	100% Fescue, 1-year hardy grass	10000	EA	\$3.12	1	\$3,120.00
Non-Prevailing	100% Fescue, 1-year hardy grass	10	EA	\$120.49	1	\$120.49
Non-Prevailing (per hour)	2 people, 1/2 day	10	EA	\$489.91	4	\$1,959.64
Subcontractor/Management	1/2 day	10	EA	\$0.00	2	\$0.00
Alternative 1:						
Alternative 2:						
Alternative 3:						
						\$7,071.65
YEARS 2-3 (MANAGEMENT PHASE, Non-Prevailing Wage Item)						
ACTIVITY	EXPLANATION	COST ESTIMATE				
		Quantity	Unit	Cost/Unit	Rate	Total Cost
Non-Prevailing (per hour)	2 people, 1/2 day per week	10	EA	\$502.76	17	\$6,033.12
Non-Prevailing	100% Fescue, 1-year hardy grass	10	EA	\$117.93	1	\$117.93
Management Fee (per 1/2 hour)	100% Fescue, 1-year hardy grass	10	EA	\$1,768.90	1	\$1,768.90
Subcontractor/Management	1/2 day	10	EA	\$0.00	2	\$0.00
						\$7,919.95
Alternative 1:						
Alternative 2:						
						\$7,919.95
						\$14,991.60

Additional Notes:

All proposed work associated with Preston Drive Pond is not considered to be non-Prevailing Wage labor. "Shoreline Restoration" consists of the re-shaping of the shoreline toe, including disposal of existing/failed stabilization measures and topsoil import when necessary. Any repair of rills and/or gullies on basin slopes shall also be performed under this line item. Contractor shall submit any proposed plug and/or seed lists by plant community, including species by scientific name and installation rates with RFP/Bid Form submittal. Contractor shall submit copies of current certificates for the State of Illinois pesticide Applicators and Operators working on this project.

PROPOSAL SUMMARY SHEET

Storm Water Basin Management
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Pizzo & Associates, Ltd.

Street Address: 136 Railroad Street, P.O. Box 98

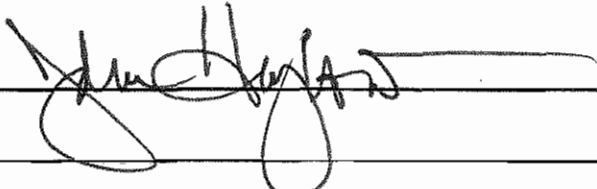
City, State, Zip: Leland, IL 60531

Contact Name: Jake Hagelow or Tim Moritz

Phone: (815) 762-2862 or (815) 355-0289 Fax: (815) 498-4406

E-Mail address: jakeh@pizzo.info or timm@pizzo.info

FEIN#: 36-3642549

Signature of Authorized Signee:  _____

Title: Sales Manager

Date: 03.27.2014

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

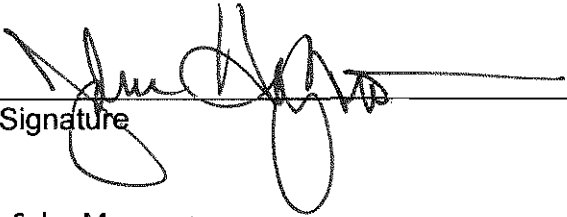
_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Pizzo & Associates, Ltd. (Corporate Seal)
Business Name


Signature Jake Hagelow
Print or type name


Sales Manager
Title 03.27.2014
Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

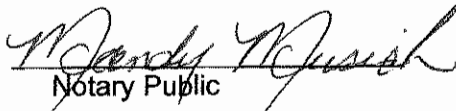
I, Jake Hagelow, being first duly sworn certify
and say that I am the Sales Manager
(insert "sole owner," "partner," "president," or other proper title)

of Pizzo & Associates, Ltd., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 27th Day
of March, 2014.


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.


E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

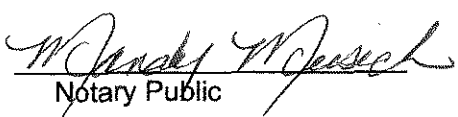
G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: 
DATE: 03.27.2014

Subscribed and Sworn To
Before Me This 27th Day
of March, 2014.


Notary Public

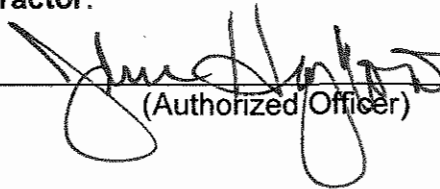


**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

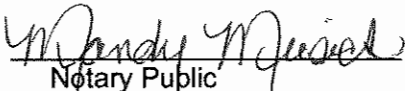
By:



(Authorized Officer)

Subscribed and Sworn To
Before Me This 27th Day
of March, 2014.





Notary Public

**VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

Jake Hagelow, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

Pizzo & Associates, Ltd., having submitted a proposal for:
(Name of Company)

Village of Orland Park - Storm Water Basin Management RFP
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

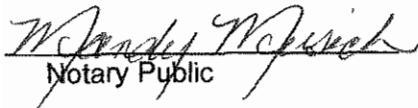
- I. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that
all employee drivers is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.

(Check either 4A or 4B, depending upon which certification is correct.)

- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

By: 
Officer or Owner of Company named above

Subscribed and Sworn To
Before Me This 27th Day
of Monday, 2014.


Notary Public



REFERENCES

Project name: Danada Woods wetland

Project location: Naperville, IL

Owner: Danda Woods HOA

Owner's Representative: Toni Stanczyk

Address: Danda Court and Naperville Road

Telephone number: (630) 725-9500

Description of work: Converted existing stormwater basin to wetland habitat due to construction mistake that made basin hold less water than was originally designed. Native seed and plug installation, Stewardship.

Total cost of the project: Initial restoration = \$24,000.00 **Date of completion:** Initial completion: 2005
Stewardship is ongoing

Project name: Harbor Springs

Project location: Aurora, IL

Owner: Harbor Springs HOA

Owner's Representative: Larry Greenberg

Address: Spinnaker Drive & Seaview Drive

Telephone number: (630) 585-6102

Description of work: Native basin restoration, native seed and plug installation, Stewardship, Prescribed burning, etc.

Total cost of the project: Initial restoration: \$25,000.00 **Date of completion:** Initial completion: 2006
Stewardship is ongoing

Project name: Lakewood Falls basins restoration program

Project location: Plainfield, IL

Owner: Lakewood Falls HOA

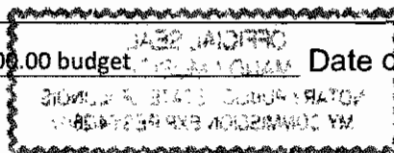
Owner's Representative: Elizabeth Sokacich

Address: Weber Road and Lakewood Falls Drive

Telephone number: (815) 506-4191

Description of work: Shoreline re-grading, native seed and plug installations, plant protection fencing, Stewardship, etc.

Total cost of the project: \$750,000.00 budget **Date of completion:** Proposed 5 year timeline
Stewardship is ongoing upon completion of each basin



REFERENCES (cont'd)

Project name: Nantucket Cove shoreline restoration

Project location: Schaumburg, IL

Owner: Nantucket Cove HOA

Owner's Representative: Kara Cermak

Address: Summit Drive & Wise Road

Telephone number: (847) 991-6000

Description of work: Shoreline erosion repair; tree removals, shoreline re-grading, native seed and plug installation, Stewardship, Prescribed burning, etc.

Total cost of the project: Initial restoration: \$750,000.00 **Date of completion:** Initial completion: 2007
Stewardship is ongoing

Project name: Native Landscape and Water Quality Services (Village of Montgomery)

Project location: Multiple sites, Montgomery, IL

Owner: Village of Montgomery, IL

Owner's Representative: Mike Pubentz

Address: 200 N. River Street

Telephone number: (630) 896-1354

Description of work: Naturalized basin installations and maintenance; selective herbicide applications, native seed and plug installations, Stewardship, Prescribed burning, fishing pier installation, wildlife trapping, etc.

Total cost of the project: \$300,000.00 annual budget **Date of completion:** Previous contract ended 12/2013
Won renewal contract for 2014

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park


EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 27th DAY OF MARCH, 2014



Signature
Jake Hagelow, Sales Manager

Printed Name & Title

Authorized to execute agreements for:
Pizzo & Associates, Ltd.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2014

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 C.D. Rigdon Associates, Ltd. 24117 W. 103rd Street, Suite J Naperville IL 60564	CONTACT NAME: Doug Rigdon	
	PHONE (A/C, No, Ext): (630) 696-4043 FAX (A/C, No): (630) 696-4143 E-MAIL ADDRESS: dougr@cdrigdon.com	
INSURED Pizzo and Associates, Ltd. 136 Railroad Street Leland IL 60531	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Crum & Forester Specialty	44520
	INSURER B: ACUITY Insurance Company	14184
	INSURER C: Torus National Insurance Co	25496
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1373104743 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	EPK-101636	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		K72527	8/1/2013	8/1/2014	PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	K72527	8/1/2013	8/1/2014	Professional (E&O) \$ 1,000,000
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
A	Contractors Pollution		CPL-100521	8/1/2013	8/1/2014	BODILY INJURY (Per accident) \$
	Excess Comm'l General Liab					PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 5,000
C			87110G130ALI	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Village of Orland Park and their respective officers, trustees, directors, employees and agents are listed as Additional Insureds on a Primary/Non-Contributory basis with respect to all claims arising out of operations by or on behalf of the Named Insured. Waiver of Subrogation in favor of the additional insureds on General Liability and Workers Compensation.

CERTIFICATE HOLDER	CANCELLATION
Village of Orland Park 14700 S. Ravinia Ave. Orland Park, IL 60462	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 Douglas Rigdon/CHRIS

