

VILLAGE OF ORLAND PARK

14700 Ravinia Avenue Orland Park, IL 60462 www.orlandpark.org

Meeting Agenda

Parks and Recreation Committee

Chairman James V. Dodge Trustees Kathleen M. Fenton and Cynthia Nelson Katsenes Village Clerk John C. Mehalek

Monday, June 3, 2019 6:00 PM Village Hall

- A. CALL TO ORDER/ROLL CALL
- B. APPROVAL OF MINUTES
- C. ITEMS FOR SEPARATE ACTION
 - 1. <u>2019-0350</u> Centennial Park Aquatic Center (CPAC) Activity Pool Gutter

Repairs - RFP 19-006 Award

Attachments: PROPOSAL

Tabulation resp check

2. <u>2019-0351</u> Butterfield Pond Restoration Stewardship - #34-02

Attachments: PROPOSAL

3. 2019-0352 Churchill Pond Shoreline Restoration and Stabilization Expansion -

#29-11

Attachments: PROPOSAL

4. 2019-0388 Imperial West and East Pond Stewardships - #31-32 and #31-33

Attachments: PROPOSAL

- 5. <u>2019-0425</u> Ethic Ordinance Discussion Only
- D. NON-SCHEDULED CITIZENS & VISITORS
- E. ADJOURNMENT

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DATE: June 3, 2019

REQUEST FOR ACTION REPORT

File Number: **2019-0350**

Orig. Department: Parks Department

File Name: Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs - RFP 19-006

Award

BACKGROUND:

On March 5, 2019, RFP 19-006 "Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs" was issued by the Parks & Grounds Department. The RFP requested proposals from interested parties for gutter leveling, repairs, rim flow coping stone replacement, and the replacement of adjacent concrete deck for the Activity Pool at the Centennial Park Aquatic Center (CPAC), ensuring compliance with all ADA (Americans with Disabilities Act) requirements.

The RFP was opened on March 20, 2019, with three (3) companies submitting proposals. The total budgeted amount for this project is \$225,000. The proposal totals were as following:

SCHAEFGES BROTHERS, INC. - \$166,850.00 CROSSROADS CONSTRUCTION - \$345,800.00 BERGLUND CONSTRUCTION - \$449,000.00

The lowest qualified bidder was Schaefges Brothers, Inc. of Wheeling, IL. Due to the large disparity between proposal totals, staff contacted six (6) of the references listed on Schaefges Brothers, Inc. submittal. All references that were contacted had high praise for the Schaefges Brothers and credited the company with a strong quality of work and professionalism.

As such, staff recommends awarding RFP #19-006, Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs, to the low bidder Schaefges Brothers of Wheeling, IL for a total bid price of \$166,850.00. As there is the potential for change orders due to uncertainty with the location of some of the piping where saw cutting will take place, staff is requesting the remaining budgeted amount of \$58,150 be allocated for this project as a contingency, bringing the total RFP award to \$225,000.

This case is now before the Parks and Recreation Committee for review prior to being sent to the Board of Trustees for final consideration.

BUDGET IMPACT:

Funds for this project are budgeted and available in Centennial Pool account #283-4005-443150.

REQUESTED ACTION:

I move to recommend to the Village Board to award RFP #19-006 "Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs" in an amount not to exceed \$225,000 to Schaefges

Brothers, Inc. of Wheeling, IL.

PROPOSAL SUMMARY SHEET RFP # 19-006 Centennial Park Aquatic Center Activity Pool Gutter Repairs

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

Organization Name: Schaefges Brothers, Inc.

Street Address: 851 Seton Ct., Suite 2A

City, State, Zip: Wheeling, IL 60090

Contact Name: Kenneth Schaefges

Phone: 847-537-3330

Fax: 847-537-7439

E-Mail address: ken@sbigc.com

Proposal Total: \$166,850.00

Signature of Authorized Signee: Kenenth Schaefges

Title: President

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

Date: <u>March 20, 2019</u>



The undersigned Kenneth Schaefges, as President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and on behalf of Schaefges Brothers, Inc., certifies that: (Enter Name of Business Organization)
1) <u>BUSINESS ORGANIZATION</u> :
TO STATE OF THE PARTY OF THE PA
The Proposer is authorized to do business in Illinois: Yes [x] No []
Federal Employer I.D.#: 36-2482555
(or Social Security # if a sole proprietor or individual)
The form of business organization of the Proposer is (check one):
Sole Proprietor Independent Contractor (Individual) Partnership LLC
X Corporation <u>Illinois</u> <u>July 13, 1962</u>
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No []

The Proposer is eligible to enter into public contracts, and 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.

3) SEXUAL HARRASSMENT POLICY: Yes [x] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

RFP #19-006

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et sea. The

Proposer shall: (1) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) PREVAILING WAGE COMPLIANCE: Yes [X] No []

In the manner and to the extent required by law, this contract is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by RFP #19-006

this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, 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 or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Contractor further stipulates and certifies that 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.

6) TAX CERTIFICATION: Yes [X] No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate 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.

7) <u>AUTHORIZATION & SIGNATURE</u>:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

5	ACKNOWLEDGED AND AGREED TO:
	Signature of Authorized Officer
	Kenneth Schaefges
	Name of Authorized Officer
	President
	Title
	<u>03/20/19</u> Date

REFERENCES

ORGANIZATION	*SEE ATTACHED PROJECT HISTORY*
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	
ORGANIZATION	
ORGANIZATION	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	
ORGANIZATION	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	
Proposer's Name & Title:	
Signature and Date:	

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INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 - Each Accident \$1,000,000 - Policy Limit \$1,000,000 - 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 <u>specifically endorsed</u> 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 proposer 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 proposer.

ACCEPTED & AGREED THIS 20th DAY OF	March , 20 19
hour lands	
Signature	Authorized to execute agreements for:
Kenneth Schaefges, President	Schaefges Brothers, Inc.
Printed Name & Title	Name of Company

RFP #19-006



General Contractors

Schaefges Brothers, Inc. # 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790 Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

March 18, 2019

PROJECT HISTORY

D214 CPP 2018 BUFFALO GROVE HIGH SCHOOL CONCRETE

Owner: Township HS District 214

Construction Mgr: Pepper Construction Co., Lisa Koeune – 847-670-4129, LKoeune@pepperconstruction.com

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$666,744.00 Completion Date: March, 2019

KELLER PARK PEDESTRIAN BRIDGE REPLACEMENT

Owner: Deerfield Park District – Jeff Nehila – 847-572-2612

Construction Mgr: Strand Associates, Inc. - Stephanie Thomsen - 608-251-4843

Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: \$150,900.00
Completion Date: November, 2018

WAUCONDA AREA LIBRARY EARTHWORK

Owner: Wauconda Area Library

Construction Mgr: Featherstone, Inc. – Brian Gilsinn - 312-405-4057

Project Manager: Kenneth Schaefges

Superintendent: Mark Reed
Contract Amount: \$149,519.00
Completion Date: November, 2018

WAUCONDA AREA LIBRARY CONCRETE

Owner: Wauconda Area Library

Construction Mgr: Featherstone, Inc. - Brian Gilsinn - 312-405-4057

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$252,010.00
Completion Date: November, 2018

ARLINGTON HEIGHTS POLICE STATION ENCLOSURE AND INTERIOR-SITE CONCRETE &

PAVING

Owner: Village of Arlington Heights

Construction Mgr.: Riley Construction - Matt Walsh - 847-457-3909 Mattw@rileycon.com

Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: \$433,959.00
Completion Date: November, 2018

1200 N. NORTH BRANCH, CHICAGO TENNANT BUILDOUT

Owner: 1200 Partners, LLC – Jarrik Mitchell – JMitchell@r2.me

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$464,771.57 Completion Date: October, 2018

NEW TRIER HIGH SCHOOL 2018 RENOVATIONS CAST IN PLACE & SITE CONCRETE

Owner: New Trier High School District 203

Construction Mgr: Pepper Construction
Project Manager: Ken Schaefges
Superintendent: Martin Pantoja
Contract Amount: \$214,613.00
Completion Date: September, 2018

LINCOLN HALL MIDDLE SCHOOL PHASE III RENOVATION WORK

Owner: Lincolnwood SD 74

Construction Mgr: Z3 Solutions - Nicholas Zouras - 847-730-3945

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$147,716.00
Completion Date: September, 2018

MORTON EAST HIGH SCHOOL HEALTH LIFE SAFETY RENOVATIONS

CAST IN PLACE CONCRETE

Owner: J. Sterling Morton High School District #201 Construction Mgr: Vision Construction & Consulting Inc.

Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: \$114,500.00
Completion Date: September, 2018

ST. CHARLES OTTER COVE WATER SLIDE ADDITION

Owner: St. Charles Park District - Laura Rudow - LRudow@stcparks.org

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$1,091,318.00
Completion Date: July, 2018

ELK GROVE I-290 AT DEVON AVENUE GATEWAY SIGN

Owner: Village of Elk Grove – Brian Lovering – 847-734-8077 – Blovering@elkgrove.org

Project Manager: Chad Karecki Superintendent: Mike Reed Contract Amount: \$279,365.00 Completion Date: Aug., 2018

WESTCHESTER WATER SLIDE REPLACEMENT AND ZIP LINE PROJECT

Owner: Westchester Park District – Jim Burg-708-865-8200 JBurg@wpdparks.org

Architect.: Innovative Aquatic Design, LLC - Tyler Dailey-312-374-8010 tyler.dailey@iad-llc.com

Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: \$225,2258.00
Completion Date: July, 2018

MILWAUKEE BUCKS ENTERTAINMENT BLOCK INTERACTIVE WATER FEATURE CONCRETE

Owner: Deer District LLC

Construction Mgr: Fountain Technologies – Justin Hauad – 847-537-3677

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$161.500.00 Completion Date: August, 2018

MAINE SOUTH HIGH SCHOOL POOL FILTER REPLACEMENT

Owner: Maine Township HS District 207 – Mary Kalou – 847-696-3600

Architect: ELARA Energy Services, Inc.

Project Manager: Chad Karecki Superintendent: Mike Reed Contract Amount: \$271,183.00 Completion Date: August, 2018

ITASCA WATER PARK CONCRETE REPAIRS

Owner: Itasca Park District

Architect: FGM Architects, Annabella Orlando – 630-574-8726

Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: \$175,600.00
Completion Date: July, 2018

HOFFMAN ESTATES FAMILY AQUATIC CENTER SAND FILTER

Owner: Hoffman Estates Park District - Dustin Hugen - 847-285-5465 - diugen@heparks.org

Project Manager: Chad Karecki Superintendent: Martin Pantoja Contract Amount: \$533,503.75 Completion Date: May, 2018

HEIDENHAIN CORPORATION CONCRETE FLOOR

Owner: Gary Davis
Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$42,313.00 Completion Date: July, 2018

BUTTERFIELD PARK DISTRICT LEISURE POOL LEAK REPAIR
Owner: Butterfield Park District – Larry Reiner – 630-464-7311

Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: \$48,979.00
Completion Date: June, 2018

SPECIAL OLYMPICS ETERNAL FLAME OF HOPE

Owner: Special Olympics International

Construction Mgr: James McHugh Const. Co, Elizabeth Theis-773-858-8405 etheis@mchughconstruction.com

Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: \$214,500.00
Completion Date: June, 2018

ARLINGTON HEIGHTS RECREATION PARK POOL MODIFICATIONS

Owner: Arlington Heights Park District - Benjamin Rea - 847-506-7145 - BRea, ahpd.org

Project Manager: Chad Karecki Superintendent: Mike Reed Contract Amount: \$24,700.00 Completion Date: May, 2018

1200 N. NORTH BRANCH / EXERCISE ROOM TOPPING SLAB

Owner: 1200 Partners, LLC - Gary Stoltz - 312-415-2799 - gstoltz@r2.me

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$116,699.23 Completion Date: May, 2018

ROBERT PALMER DRIVE UNDERPASS IMPROVEMENTS

Owner: City of Elmhurst – Paul Walter – 630-530-3018 – Paul Walter@elmhurst.org

Architect.: 3D Design Studios - Dan Dalziel - DDalziel@3ddesignstudio.com

Project Manager: Kenneth Schaefges Superintendent: Martin Pantoja Contract Amount: \$746,862.00 Completion Date: May, 2018

641 W. LAKE, CHICAGO SIDEWALK VAULT

Owner: W-R2 Lake Owner VIII, LLC - Kirk Wooller - K Wooller@r2.me

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$51,426.00 Completion Date: March, 2018

MENARDS WOODSTOCK, IL CONCRETE

Owner: Menards, Inc.

Construction Mgr.: Javger Construction, LLC-Mike Lombardo - 847-809-0997-mlombardo@iavgerllc.com

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$132,513.00
Completion Date: February, 2018

EAST AURORA HIGH SCHOOL EXPANSION/RENOVATION PROJECT-PHASE 3 CONCRETE

Owner: East Aurora School District #131 – Nestor Garcia-630-299-5545

Architect.: Cordogan, Clark & Associates, Inc. – Rick Krischel - RKrischel@cordoganclark.com

Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: \$1,549,970.00
Completion Date: December, 2017

VILLAGE OF STICKNEY POLICE DEPARTMENT REPAIR

Owner: Village of Stickney - Joseph Lopez - Jlopez@villageofstickney.com

Architect.: Novotny Engineering - Timothy Geary - TGeary@franknovotnyengineering.com

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$146,195.00
Completion Date: December, 2017

THE MORTON ARBORETUM CHILDREN'S GARDEN IMPROVEMENTS - EARTHWORK

Owner: The Morton Arboretum

Construction Mgr.: Featherstone, Inc. - Brian Gilsinn - briang@featherstoneinc.com

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$68,506.00
Completion Date: December, 2017

NAVY PIER FERRIS WHEEL CANOPY

Owner: Navy Pier, Inc.

Construction Mgr.: James McHugh Construction Co. Bryce Bloxsom - bbloxsom@mchughconstruction.com

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$33,218.00
Completion Date: November, 2017

OAKTON COMMUNITY COLLEGE MONUMENT SIGNAGE

Owner: Oakton Community College - Richard Schwass - rschwass@oakton.edu

Project Manager: Chad Karecki Superintendent: Mike Reed Contract Amount: \$461,377.00 Completion Date: October, 2017

1000 LAKE SHORE PLAZA CONCRETE REPAIR

Owner: 1000 Condominium Association

Const. Manager: Prairie Forge Group - Dave Stermetz - dvstermetz@p-fgroup.com

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$232,047.12 Completion Date: September, 2017

GLENVIEW 2017 LIFE SAFETY IMPLEMENTATION CONCRETE

Owner: Glenview School District #34

Const. Manager: IHC Construction Companies, LLC - Tom Carrano - tcarrano@ihcconstruction.com

Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$102,586.53
Completion Date: September, 2017

STAGG HIGH SCHOOL PVC POOL GRATINGS

Owner: Consolidated HS District 230 – Bob Hughes - 708-745-5237

Project Manager: Chad Karecki Superintendent: Chad Karecki Contract Amount: \$47,800.00 Completion Date: July, 2017

ROCKFORD MAGIC WATERS AQUA LOOP & PARENT/TOT POOL CONSTRUCTION

Owner: Rockford Park District – Tom Lind – 815-987-1649

Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: \$2,037,977.93
Completion Date: June, 2017

POLK BROTHERS PARK PHASE 2 PROJECT G

Owner: Navy Pier, Inc.

Construction Mgr.: James McHugh Construction Company-Keri Woodring-312-888-4873

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$515,238.00 Completion Date: June, 2017

TOWNSHIP HS DIST. 113 HIGHLAND PARK HIGH SCHOOL/DEERFIELD HIGH SCHOOL POOLS

Owner: Township High School Dist. #113

Const. Manager: Gilbane Building Company - Dan Sullivan

Project Manager: Chad Karecki Superintendent: Mike Reed Contract Amount: \$3,650,548.00 Completion Date: May, 2017

TINLEY PARK WATERSLIDE AT WHITEWATER CANYON

Owner: Tinley Park Park District – John Curran, Director 708-342-4200

Construction Mgr.: Cody Braun & Associates, LLC - Jeffrey Braun

Project Manager: Chad Karecki Superintendent: Martin Pantoja Contract Amount: \$393,730.00 Completion Date: May, 2017

OAK RECREATION FACILITY ADDITION & SITE IMPROVEMENTS TO YUNKER FARM PARK

Owner: Mokena Community Park District

Construction Mgr.: Henry Bros. Co.-Joe Bartkus 708-658-0219

Project Manager: Chad Karecki Superintendent: Chad Karecki Contract Amount: \$309,000.00 Completion Date: June, 2017

HOFFMAN ESTATES TRIPHAHN CENTER RENOVATION/CONCRETE WORK

Owner: Hoffman Estates Park District – Gary Buczkowski – 847-561-2172

Architect: Williams Architects – 630-221-1212

Project Manager: Chad Karecki Superintendent: Mike Reed Contract Amount: \$45,000.00 Completion Date: February, 2017

LINCOLNWOOD PUBLIC LIBRARY RENOVATIONS, CAST-IN-PLACE CONCRETE WORK

Owner: Lincolnwood Public Library District

Construction Mgr.: Gilbane Building Company-Walter Hadeler 773-695-3500

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$105,400.00 Completion Date: January, 2017

LYNDEX NIKKEN TRENCH DRAIN REPAIR

Owner: Lyndex Nikken – Rich Schultz – 847-367-4800

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$23,700.00
Completion Date: November, 2016

PORT CLINTON PAVER DRAINAGE PROGRAM

Owner: City of Highland Park-Linda Ramsey 847-926-1152

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$409,910.00
Completion Date: November, 2016

HARPER COLLEGE 2016 SIDEWALK AND CONCRETE MAINTENANCE

Owner: Harper College-Dirk Heid 847-925-6021

Construction Mgr.: Eriksson Engineering Associates-Tom Petermann 847-223-4804

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$499,000.00
Completion Date: October, 2016

NORTHBROOK SKATE PARK PREVENTATIVE MAINTENANCE & MEADOWHILL CAULKING

Owner: Northbrook Park District – Mindy Munn – 847-291-2960

Project Manager: Chad Karecki Superintendent: Julio Pantoja Contract Amount: \$13,000.00 Completion Date: October, 2016

KANE COUNTY BOILER ROOM FOUNDATION

Owner: Kane County Illinois – Don Biggs – BiggsDon@co.kane.il.us

Construction Mgr.: Cordogan Clark Consulting Services, Inc. -- Brian Kronewitter - 630-209-7525

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$34,505.00
Completion Date: October, 2016

HISTORIC FABYAN LIGHTHOUSE RECONSTRUCTION PROJECT

Owner: Forest Preserve District of Kane County-Monica Meyers 630-232-5980

Project Manager: Kenneth Schaefges Superintendent: Mike Reed Contract Amount: \$128,900.00 Completion Date: September, 2016

LAKE BLUFF MIDDLE SCHOOL ADDITION & RENOVATION, SITE CONCRETE & ASPHALT

Owner: Lake Bluff School District 65

Construction Mgr.: IHC Construction Companies-Sean Gaskill 847-742-1535

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed
Contract Amount: \$335,000.00
Completion Date: August, 2016

LEYDEN HIGH SCHOOL DISTRICT 212 LIFE SAFETY & RENOVATION WORK 2016

Owner: Board of Education Leyden High School District 212 Construction Mgr.: Bergen Construction-David Bergen 847-991-1500

Project Manager: Kenneth Schaefges Superintendent: Joe Milazzo Contract Amount: \$534,476.00

Completion Date: August, 2016

MITCHELL POOL EXCAVATION

Owner: Deerfield Park District

Construction Mgr.: W.B. Olson - John Emser 847-498-3800 emser@wbo.com

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$351,217.00 Completion Date: August, 2016

WESTMONT SCHOOLS ADDITIONS & RENOVATIONS, EARTHWORK & CONCRETE

Owner: Community Unit School District 201

Construction Mgr.: Pepper Construction-Kellie Ropers 847-381-2760

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$218,967.00 Completion Date: August, 2016

O'PLAINE HIGH SCHOOL POOL RENOVATION

Owner: Warren Township High School District 121-Jose Zires 224-628-1500

Architect: FGM Architects-Brian Walsh 630-574-8300

Project Manager: Chad Karecki Superintendent: Julio Pantoja Contract Amount: \$389,000.00 Completion Date: August, 2016

PRAIRIE STONE SPORTS & WELLNESS CENTER POOL FILTER REPLACEMENT

Owner: Hoffman Estates Park District-John Giacalone 847-285-5465

Architect: Innovative Aquatic Design-224-293-6460

Project Manager: Chad Karecki Superintendent: Julio Pantoja Contract Amount: \$198,990.00 Completion Date: August, 2016

PROSPECT HIGH SCHOOL NATATORIUM CONCRETE

Owner: Township High School District 214-Oscar Acevedo 847-878-7482

Construction Mgr.: Pepper Construction Company, Lisa Koeune - LKoeune@pepperconstruction.com

Project Manager: Steve Karecki Superintendent: Martin Pantoja Contract Amount: \$1,135,903.00 Completion Date: August, 2016

PROSPECT HIGH SCHOOL NATATORIUM SWIMMING POOL

Owner: Township High School District 214-Oscar Acevedo 847-878-7482

Construction Mgr.: Pepper Construction Company, Lisa Koeune

Project Manager: Steve Karecki Superintendent: Martin Pantoja Contract Amount: \$1,294,596.00 Completion Date: August, 2016

SKOKIE WATER PLAYGROUND WATERSLIDE REPLACEMENT

Owner: Skokie Park District – Mike Rae 847-340-1151

Architect: ProSlide Technology, Inc. – Chris Singnore 630-526-5522

Project Manager: Steve Karecki Superintendent: Mike Reed Contract Amount: \$112,900.00 Completion Date: June, 2016



Schaefges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790 Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

March 20, 2019

WORK IN PROGRESS

WEST LEYDEN HIGH SCHOOL COURTYARD ADDITION/RENOVATION

Owner:

Board of Education Leyden School District #212

Const. Mgr.:

International Contractors, Inc. - Jason Wasser - JWasser@iciinc.com

Project Manager: Kenneth Schaefges Superintendent:

Martin Pantoia

Contract Amount: \$996,724.00

Percent Complete: 99%

Completion Date: March, 2019

ELK GROVE AUDUBON SKATE PARK

Owner:

Elk Grove Park District – Valerie Gerdes Lemme – 847-690-1190

Project Manager: Chad Karecki Superintendent:

Mike Reed Contract Amount: \$426,000.00

Percent Complete: 17%

Completion Date: May, 2019

OLYMPIC RECREATION CENTER ADDITION & RENOVATION

Owner:

Arlington Heights Park District - Rick Hanetho

Construction Mgr: Corporate Construction Services-Tyler Quattrocchi-tylerq@corporateconstructionservices.com

Project Manager: Kenneth Schaefges

Martin Pantoja

Superintendent: Contract Amount: \$1,029,000.00

Percent Complete: 0%

Completion Date: June, 2019

NAVY PIER HOTEL

Owner:

Navy Pier, Inc.

Construction Mgr: James McHugh Construction - Vince Reeves

Project Manager: Kenneth Schaefges

Superintendent:

Mike Reed

Contract Amount: \$1,732,000.00

Percent Complete: 38%

Completion Date: May, 2019

JOHNSTON RECREATION CENTER ADDITION & RENOVATION

Owner:

Bloomingdale Park District- Joe Potts

Construction Mgr: Corporate Construction Services -

Project Manager: Kenneth Schaefges

Superintendent:

Martin Pantoja

Contract Amount: \$204,332.00

Percent Complete: 81%

Completion Date: April, 2019

Work in Progress March 20, 2019

NAVY PIER ROOFTOP VENUE

Owner: Navy Pier, Inc.

Construction Mgr: James McHugh Construction - Vince Reeves - vreeves@mchughconstruction.com

Project Manager: Kenneth Schaefges

Superintendent: Mike Reed Contract Amount: \$291,800.00

Percent Complete: 79%

Completion Date: May, 2019

D76 DIAMOND LAKE CAPITAL IMPROVEMENTS 2019 CAST IN PLACE CONCRETE

Owner: Board of Education of Diamond Lake School District 76

Construction Mgr: Pepper Construction Company - Lisa Koeune - LKoeune@pepperconstruction.com

Project Manager: Kenneth Schaefges Superintendent: Martin Pantoja Contract Amount: \$67,900

Percent Complete: 0%

Completion Date: August, 2019

TINLEY PARK POOL FILTER MEDIA

Owner: Tinley Park Park District – Timothy Harvey – <u>Tim.Harvey@tinleyparkdistrict.org</u>

Project Manager: Chad Karecki Superintendent: Mike Reed Contract Amount: \$60,500.00

Percent Complete: 0%

Completion Date: May, 2019



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CORPORATE RESUME

EMPLOYEE	TITLE	EMPLOYMENT DATE	UNION AFFILIATION	COLLEGE DEGREE	
Kenneth Schaefges	President	05/26/83	Operating Engineer	Architect Tech.	
Susan Karecki	Corp. Secretary	09/01/92	None	Accounting Cert.	
Chad Karecki	Project Manager	01/04/06	None	Finance	
Mark Reed	Superintendent	03/12/74	Operating Engineer		
Martin Pantoja	Superintendent	04/07/92	Carpenter		
Michael Reed	Superintendent	06/05/06	Carpenter	Business Management	
Christine Forssander	Project Accountant	09/05/95	None	Accounting Cert.	

See the attached Schaefges Brothers, Inc. "Project History" that outlines the project responsibilities of our principal employees for the last 10 years.

BAIA Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

	SUE	SMITTED TO:	Village of Orland Park	
	ADI	RESS:	14700 South Ravinia Avenue Orland Park, IL 60462	
	SUE	MITTED BY:	Schaefges Brothers, Inc.	
	NAH	Æ:	Kenneth Schaefges	
		RESS: NCIPAL OFFIC	851 Seton Court, Suite 2A Wheeling, IL 60090 E: Same as Above	lt.
	[_X]	Corporation	n %	
[1	Partnership		
ſ	1	Individual		
[]	Joint Ventu	re _.	
[1	Other		
Ŧ	YPE	OF WORK: ()	ool Gutter Repairs file separate form for each Classification of Work,)
[x]	General Con	istruction ,	
E]	HVAC	~ _	
[J	Electrical	"tv =	
E	J	Plumbing	4 2	
[]	Other: (Spec	ifs)	
9	1.1	5 How many ye	on ears has your organization been in business as a C 6 Years ears has your organization been in business under 6 Years	
		§ 1.2.1 Un	der what other or former names has your organiza	ation operated?
			None	

§ 1.3 If your organization is a corporation, answer the following: § 1.3.1 Date of incorporation: July 13, 1962 § 1.3.2 State of incorporation: Illinois

§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AiA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes:

Kenneth Schaefges

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

Susan Karecki

§ 1.3.6 Treasurer's name:

Susan Karecki

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Contractors

Carpentry

Iron Workers

Concrete Finishers

Laborers

Operating Engineers

Bricklayers

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

8 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Contracting

Demolition

Carpentry

Concrete

Excavation

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No.

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

* SEE ATTACHED LIST OF WORK IN PROGRESS*

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

ATTACHED

§ 3.5.1 State average annual amount of construction work performed during the past five years: \$10,000,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

Prairie Materials

7601 W. 79th St.

Bridgeview, IL 61008

708-458-0400

Multiple Concrete Access. Corp.

20284 N. Rand Road Palatine, IL 60074

(847) 438-2000

§ 4.2 Bank References:

Inland Bank

1100 South Rand Road

Lake Zurich, IL 60047

847-726-3199

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Fidelity and Deposit Company of Maryland

1400 American Lane Schaumburg, IL 60196

§ 4.3.2 Name and address of agent:

Brown & Brown of Illinois 2300 Cabot Drive, Suite 100

Lisle, IL 60532

630-245-4600 / Bill Cahill

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Barnes, Givens & Barnes, Ltd.

200 East Evergreen Ave., Suite 117, Mt. Prospect, IL 60056

- § 5.1.3 Is the attached financial statement for the identical organization named on page one?

 Yes
- § 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this day of March 20, 2019

Name of Organization:

Schaefges Brothers, Inc.

Dem ///

Kenneth Schaefges

Title: President

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

March 20, 2019

Notary Public:

Christine Forssander

My Commission Expires: March 23, 2019

OFFICIAL SEAL
CHRISTINE FORSSANDER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/23/23

SCHAEFGES BROTHERS, INC.

Balance Sheets May 31, 2018 and 2017

		2018	 2017
ASSET	<u>s</u>		
Current Assets			
Cash	\$	142,297	\$ 965,117
Accounts receivable - trade		1,788,769	2,123,854
Allowance for doubtful accounts		(25,000)	(25,000)
Costs and estimated earnings in excess of			•
billings on uncompleted contracts		149,717	73,792
Prepaid expenses		873	873
Sundry receivables		78,326	 -
Total Current Assets		2,134,982	 3,138,636
Fixed Assets			
Machinery and equipment		1,194,943	1,134,935
Trucks and autos		583,895	583,895
Office equipment		146,845	147,060
Leasehold improvements		45,143	 45,143
		1,970,826	1,911,033
Less: accumulated depreciation		(1,833,828)	 (1,799,872)
Net Fixed Assets		136,998	 111,161
Other Assets			
Deferred tax		69,199	-
Note receivable		32,125	 29,903
Total Other Assets	I	101,324	 29,903
Total Assets	\$	2,373,304	\$ 3,279,700

SCHAEFGES BROTHERS, INC.

Balance Sheets

May 31, 2018 and 2017

	2017						
LIABILITIES AND STOCKHOLDERS' EQUITY							
Current Liabilities							
Accounts payable and unbilled amounts							
due subcontractors	\$ 732,326	\$ 1,169, 89 2					
Billings in excess of costs and estimated							
earnings on uncompleted contracts	172,672						
Accrued expenses	26,376	408,135					
Accrued income taxes	-	74,259					
Current portion long term debt	20,343	19,890					
Total Current Liabilities	951,717	1,672,176					
Long Term Liabilities							
Installment loans payable	31,932	52,275					
Deferred Tax	92	6,506					
Total Long Term Liabilities	31,932	58,781					
Stockholders' Equity							
Common stock, \$10.00 par value							
5,000 shares authorized, issued and outstanding	50,000	50,000					
Retained earnings	1,538,629	1,697,717					
_	1,588,629	1,747,717					
Treasury stock, 1,433 shares at cost	(198,974)	(198,974)					
Total Stockholders' Equity	1,389,655	1,548,743					
Total Liabilities and Stockholders' Equity	\$ 2,373,304	\$ 3,279,700					

See Accompanying Notes to Financial Statements and Independent Auditors' Report
-4-



SCHAEFGES BROTHERS, INC.

Statements of Cash Flows For the Years Ended May 31, 2018 and 2017

	 2018	2017
Cash Flows from Operating Activities:		
Net income (loss)	\$ (159,088)	\$ 210,352
Adjustments to reconcile net income to		•
cash provided by operating activities:		
Depreciation	43,689	35,169
(Increase) decrease in -		
Accounts receivable	335,085	746,516
Other current assets	(154,251)	(26,067)
Increase (decrease) in -		
Accounts payable	(437,566)	(767,220)
Other current liabilities	(283,346)	166,299
Deferred taxes	 (75,705)	 41,203
Net Cash Provided by (Used in) Operating Activities	 (731,182)	 406,252
Cash Flows from Financing Activities: Note payable		_
Installment loan	 (19,890)	 42,770
Net Cash Provided by (Used in) Financing Activities	 (19,890)	 42,770
Cash Flows from Investing Activities:		
Increase in note receivable	(2,222)	(2,223)
(Purchase) of fixed assets	 (69,526)	 (87,599)
Net Cash Provided by (Used in) Investing Activities	 (71,748)	 (89,822)
Net Increase in Cash and Cash Equivalents	(822,820)	359,200
Cash and Cash Equivalents - Beginning of Year	 965,117	 605,917
Cash and Cash Equivalents - End of Year	\$ 142,297	\$ 965,117

Supplemental Disclosure of Cash Flow Information--

Interest paid during the years ended May 31, 2018 and 2017 amounted to \$1,350 and \$1,605 respectively.

Income taxes paid during the years ended May 31, 2018 and 2017 amounted to \$125,0000- and \$10,000 respectively.

BARNES, GIVENS & BARNES, LTD.

CERTIFIED PUBLIC ACCOUNTANTS
200 EAST EVERGREEN AVENUE, SUITE 117
MOUNT PROSPECT, ILLINOIS 60056-3240
224-734-2442 FAX: 224-764-2448
bgbcpas.com

INDEPENDENT AUDITORS' REPORT

To The Board of Directors of Schaefges Brothers, Inc.

Report on Financial Statements

We have audited the accompanying financial statements of Schaefges Brothers, Inc., an Illinois corporation, which comprise of the balance sheets as of May 31, 2018 and 2017, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Schaefges Brothers, Inc. Page Two

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Schaefges Brothers, Inc. as of May 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedules of Costs of Contracted Earned Income on page 15, the Schedules of General and Administrative Expenses on page 16 and the Schedules of Other Income and Expense on page 17 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Bornes, Givers & Bornes Ltd.

September 19, 2018 Mount Prospect, Illinois

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Schae 851 Seton Court, Suite 2A Wheeling, IL 60090	efges Brothers, Inc.
as Principal, hereinafter called the Principal, and Fidelity and 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056	Deposit Company of Maryland
a corporation duly organized under the laws of the State of _ as Surety, hereinafter called the Surety, are held and firmly be 14700 South Ravinia Avenue Orland Park, IL 60462	ound unto Village of Orland Park
	en Percent of Amount Bid
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly and WHEREAS, the Principal has submitted a bid for Centenni	I severally, firmly by these presents.
YWIEREAO, the Filliopal has subhilited a bid for	and the second s
NOW, THEREFORE, if the Obligee shall accept the bid of the Obligee in accordance with the terms of such bid, and give Contract Documents with good and sufficient surety for the payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Principal penalty hereof between the amount specified in said bid and contract with another party to perform the Work covered by sto remain in full force and effect.	we such bond or bonds as may be specified in the bidding or efaithful performance of such Contract and for the prompt thereof, or in the event of the failure of the Principal to enter it shall pay to the Obligee the difference not to exceed the such larger amount for which the Obligee may in good faith
Signed and sealed this 20th day of	March , 2019
MaryDonolue	Schaefges Brothers, Inc. (Principal) (Seal)
Mary Donohue (Witness)	By: Kenneth Schaefges, President (Titte)
Karen A. Ryan (Witness)	By: Attorney-in-Fact Ann Marie Waters (Seal)

STATE OF	Illinois							
COUNTY OF	DuPage	_						
I,	Christine Eitel	Notary Publi	c of <u>Dul</u>	Page	County,			
in the State	e of <u>Illinois</u>	, do hereby c	ertify that Ann M	Marie Waters				
Attomey-ir	-Fact, of the Fidelity ar	d Deposit Company of	Maryland					
who	is personally kno	own to me to be the sam	ne person whose n	ame	is			
subscribed	to the foregoing instrum	ent, appeared before m	e this day in person	n, and	.			
acknowled	acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the							
	Deposit Company of Ma		·					
	s and purposes therein s							
	n under my hand and no		the City of	Lisle				
in said Cou	•	•	March		2019			
III Sald Doc		day or	IVIAICII	/1.67.,	2019			
			<i>On</i>	. 00	○			
			Cle	letest	eny			
			Notary Public	Christine	Eitel			
			My Commission	on expires:	May 26, 2020			

"OFFICIAL SEAL"
CHRISTINE EITEL
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 5/26/2020

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William F. CAHILL, Christine EITEL, Karen A. RYAN, Kimberly R. HOLMES, Deborah A. CAMPBELL, Leigh Ann FRANCIS and Ann Marie WATERS, all of Lisle, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of January, A.D. 2019.







ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Daven C. Breen

By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 1st day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

and the state of t

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

erstaire a. Dum

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of March 2019.







Michael C. Fay, Vice President

Muhal C. Sur

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



RFP Tabulation

RFP Number: 19-006 RFP Issue: 3/5/19 RFP Opening: 3/20/19 Project Title: CPAC Activity Pool Gutter Repairs

Department: Parks Addenda: N/A

BIDDER	PROPOSAL PRICE	CONTACT INFORMATION		
Berglund Construction Company		Jack Tribbia		
		8410 S. South Chicago Avenue		
	\$449,000.00	Chicago, IL 60617		
		P: 773-449-2250/F:xxx-xxx-xxxx		
		Email: itribbia@berglundco.com		
Crossroad Construction, Inc.		Tory Gruttadauro		
	**********	444 E. Roosevelt Road #147		
	\$345,800.00	Lombard, IL 60148		
		P:630-284-9350/F:xxx-xxx-xxxx		
		Email: tory.crossroad@gmail.com Kenneth Schaefges		
Schaefges Brothers, Inc.		851 Seton Ct., Suite 2A		
	\$166,850.00	Wheeling, IL 60090		
	\$100,030.00	P: 847-537-3330/F: 847-537-7439		
		Email: ken@sbigc.com		
		name		
		address		
		city, st zip		
		P: xxx-xxx-xxxx/F:xxx-xxx		
		Email:		
		name		
		address		
		city, st zip		
		P: xxx-xxx-xxxx/F:xxx-xxx-xxxx		
		Email:		

Bids are subject to review for completeness, accuracy, and compliance with all terms and conditions of the bid specifications Prepared by: Denise Domalewski, Purchasing Administrator - Village of Orland Park

Village of Orland Park RFP Responsiveness Check

RFP No. 19-006

Project Title: CPAC Activity Pool Gutter Repairs

RFP Requirement	Berglund Construction Co.	Crossroad Construction Inc.	Schaefges Brothers, Inc.		
Submitted Technical Proposal (Experience, Op History,					
Qualificiations)	√	√	√		
Submitted 10% Bid Bond	√	√	√		
Submitted a completed Proposal Summary Sheet	√	√	√		
Submitted a completed Certificate of Compliance	√	√	√		
Submitted three (3) references	√	√	√		
Submitted signed Insurance Requirements form	√	√	✓		
Total Proposal	\$449,000.00	\$345,800.00	\$166,850.00		

^{*}A check mark in the box indicates inclusion of the required form with the proposal package. A "V#" indicates a variance that will be explained below.

Prepared by: Denise Domalewski, Purchasing Administrator - Village of Orland Park

DATE: June 3, 2019

REQUEST FOR ACTION REPORT

File Number: **2019-0351**

Orig. Department: Parks Department

File Name: Butterfield Pond Restoration Stewardship - #34-02

BACKGROUND:

In May of 2018, Public Works enlisted the services of V3 Companies of Woodridge, Illinois to develop and implement a solution to a number of issues at Butterfield Pond (PM34-02) following today's Best Management Practices (BMP's). On October 1, 2018, this proposal was approved by the Village Board of Trustees and work was completed in March 2019. Due to soil conditions on the bottom of Butterfield Pond, which were discovered after work on the project began, a redesign of the approved plans was required. The redesign adjusted the configuration of the shallower and deeper areas of the pond. However, the overall project scope remained the same.

Maintenance stewardship was not included in the original proposal from V3 for this project. The Parks Department requested a stewardship proposal for 2019 - 2021 from V3, which is attached for reference. The stewardship cost for these three years totals \$36,445, which includes weed control, prescribed burns, supplemental seeding, and general monitoring. Staff recommends this proposal for approval.

This case is now before the Parks and Recreation Committee for review prior to being sent to the Board of Trustees for final consideration.

BUDGET IMPACT:

Funds are available in the 2019 Basin Best Practice Management account #031-6007-443500.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the proposal for the Butterfield Pond Restoration Stewardship (#34-02) from 2019 to 2021 by V3 Companies of Woodridge, Illinois, in an amount not to exceed \$36,445.



To: Address:	Mr. Gary Couch Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name:	Butterfield Pond Management 2019-2021	Date: 4/16/2019
Project Address:	Butterfield Ln Orland Park, IL	Ref No. PER17903

V3 Companies proposes to perform the following work:

Item	Item Description	Qty	Unit	Unit Price		Total Price
2019						
1.0	Weed Control	4.0	EA	\$ 1,000.00	\$	4,000.00
2.0	Monitoring	1.0	LS	\$ 2,700.00	\$	2,700.00
				Subtotal - 2019:	\$	6,700.00
<u>2020</u>						
3.0	Weed Control	4.0	EA	\$ 1,050.00	\$	4,200.00
4.0	Prescribed Burn	1.0	LS	\$ 4,500.00	\$	4,500.00
5.0	Supplemental Seeding	0.6	AC	\$ 2,700.00	\$	1,620.00
6.0	Monitoring	1.0	LS	\$ 2,700.00	\$	2,700.00
				Subtotal - 2020:	\$	13,020.00
<u>2021</u>						
7.0	Weed Control	4.0	EA	\$ 1,100.00	\$	4,400.00
8.0	Supplemental Planting	2500.0	EA	\$ 3.85	\$	9,625.00
9.0	Monitoring	1.0	LS	\$ 2,700.00	\$	2,700.00
			T .	Subtotal - 2021:	¢	16 725 00
				วนมเบเสา - 2021:	\$	16,725.00

TOTAL PRICE:	\$ 36,445.00

Project Notes:

- 1.0 Contract will be invoiced at the units and rates indicated herein.
- 2.0 Herbicides will be applied for control of invasive weed species and will occur between April and September of each year.
- 3.0 Chemical and mechanical weed control activities will be conducted to control nuisance herbaceous and woody vegetation.
- 4.0 Prescribed burns are targeted for execution between fall and spring of the following year. Actual schedule will be dependent upon permitting and appropriate field conditions.

То:	Mr. Gary Couch	Contact: Brad Millis
Address:	Village of Orland Park	Phone: 630-512-1137
	14700 Ravinia Ave.	Email: bmillis@v3co.com
	Orland Park, IL 60462	
Project Name:	Butterfield Pond Management 2019-2021	Date: 4/16/2019
Project Address:	Butterfield Ln Orland Park, IL	Ref No. PER17903

- 5.0 Prescribed burns do not guarantee the protection and survivorship of any landscape material located within or immediately adjacent to the burn area.
- 6.0 Invoicing will be issued for prescribed burn preparation at the time the permit is issued. If the burn is delayed beyond the expiration of the permit, additional charges will apply to complete a second iteration of the permit documents and reapply for the permit.
- 7.0 Burns are anticipated to be completed in a single mobilization. If a burn is terminated prior to completion for any reason, the burn will be invoiced as a prorated portion of the total cost based on acreage completed and the mobilization of equipment and personnel. The fee for completing the burn will be evaluated and additional costs will be presented to the client for approval.
- 8.0 Site monitoring will be performed during late summer/early fall to evaluate vegetation establishment, species diversity, weed pressure, and other items that may affect the overall performance of the native vegetation.

 Results will be presented at the end of the growing season in the form of a letter report that will also include recommendations for future maintenance.
- 9.0 This proposal will be executed in accordance with the attached terms and conditions.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	V3 Companies
	Authorized Signature:
Purchaser: Signature:	Muchin for the
Printed Name:	Printed Name: Michael Famiglietti, P.E. Vice President
Date:	vice i resident



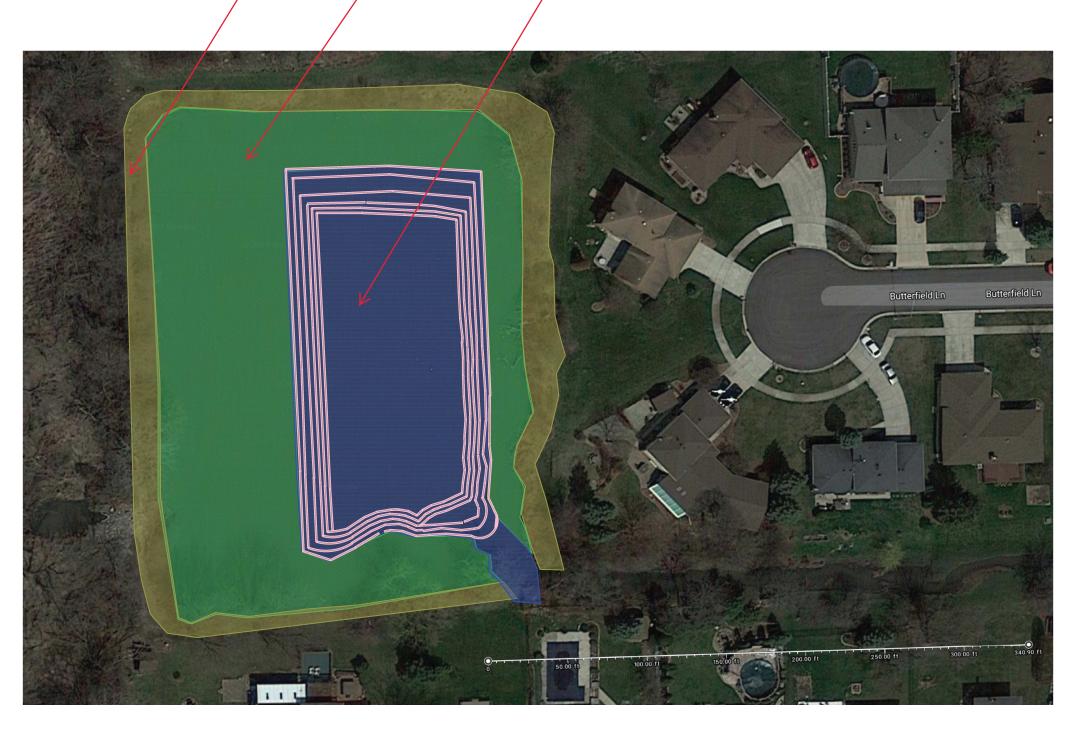
OPEN WATER



EMERGENT WETLAND



PRAIRIE SLOPE



OPEN WATER

PRAIRIE SLOPE

BUTTERFIELD POND DREDGING

EMERGENT WETLAND





V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

15. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blueline drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

DATE: June 3, 2019

REQUEST FOR ACTION REPORT

File Number: **2019-0352**

Orig. Department: Parks Department

File Name: Churchill Pond Shoreline Restoration and Stabilization Expansion - #29-11

BACKGROUND:

In 2011, the Village established the Basin and Best Practices Management report. The report contains bids and evaluations on Village ponds and areas that require stewardship to ensure proper functionality and aesthetics of said areas. Since the completion of the report, the Village has worked with contractors to perform the required services.

On April 2, 2018, the original Shoreline Restoration and Stabilization proposal by V3 Companies for work at Churchill Pond (#29-11) was reviewed by the Parks & Recreation Committee and referred to the Village Board of Trustees for consideration. The Village Board approved the proposal on April 16, 2018 (see Contract C18-0061). Since that time, residents have express satisfaction at the quality of work performed by V3 Companies and have requested the project be expanded to include the restoration of an area on the west shoreline that was omitted from the original project scope. Staff believes that the expansion of this project would be in the best interest of Churchill Pond and improve the overall aesthetic and ecological performance of the site.

The expansion of work, which is detailed in the attached proposal, includes the control of invasive woody and herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. The native plants will take advantage of the competitive release created by mowing, and the timely application of herbicide or physical removal of the non-native plants. Woody removals will include all undesirable species within the area depicted on the attached exhibit and under 6" DBH. All cut material will be stump treated. Further maintenance of the area will be handled under the existing Churchill Pond Shoreline Restoration 2018-2020 contract.

If approved, the entire shoreline area around Churchill Pond would be under stewardship by V3 Companies until 2020, at which time a stewardship proposal for an additional 3 years would be presented to the Board for review.

This case is now before the Parks and Recreation Committee for review prior to being sent to the Board of Trustees for final consideration.

BUDGET IMPACT:

Funds are available in the 2019 Basin Best Practice Management account #031-6007-443500.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the proposal by V3 Companies to expand the stewardship contract (C18-0061) of Churchill Pond (#29-11) by an amount not to exceed \$6,723.50.



To: Address:	Michael Mazza Village of Orland Park 14700 Ravinia Ave. Orland Park, IL	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name:	Churchill Pond West Slope Restoration	Date: 4/25/2019
Project Address:	Churchill Ln. Orland Park	Ref No. PER17909

V3 Companies proposes to perform the following work:

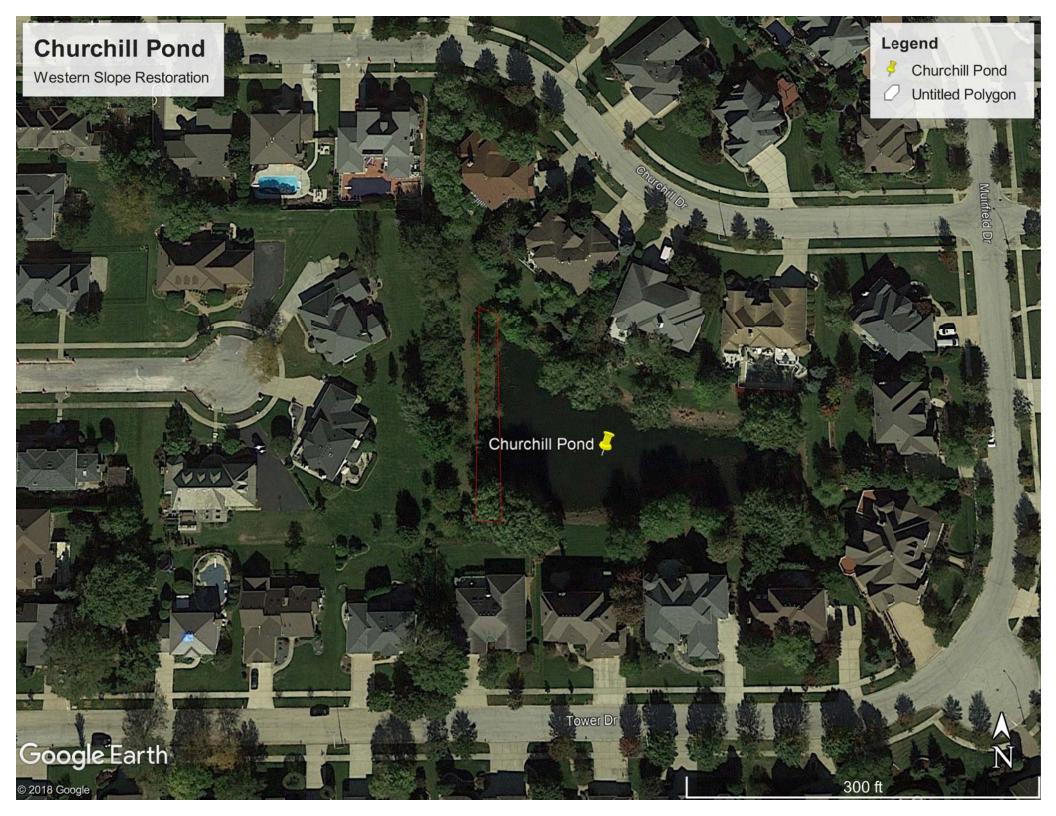
Item	Item Description	Qty	Unit	Unit Price	T	otal Price
2019						
1.0	Woody Removals	1.0	LS	\$ 2,320.00	\$	2,320.00
2.0	Native Seeding	1.0	LS	\$ 975.00	\$	975.00
3.0	Erosion Control Blanket	220.0	SY	\$ 5.30	\$	1,166.00
4.0	Native Plugs	350.0	EA	\$ 3.75	\$	1,312.50
5.0	Goose Protection	1.0	LS	\$ 950.00	\$	950.00
				Subtotal - 2019:	\$	6,723.50

TOTAL PRICE:	\$ 6,723.	50
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Project Notes:

- 1.0 Contract will be invoiced at the units and rates indicated herein.
- 2.0 Woody removals will include all undesriable species within the area depicted on the attached exhibit and under 6" DBH. All cut material will be stump treated. No stump grindings are included.
- 3.0 Further maintenance of the area will be handled under the Churchill Pond Shoreline Restoration 2018-2020 Contract.
- 4.0 This proposal will be executed in accordance with the attached terms and conditions.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory	V3 Companies, Ltd.
	Authorized Signature:
Purchaser:	
Signature:	Mukins fan ter
Printed Name:	Printed Name: / Michael Famiglietti, P.E.
Date:	Vice President





V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

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This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

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All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

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CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

15. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blueline drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

DATE: June 3, 2019

REQUEST FOR ACTION REPORT

File Number: **2019-0388**

Orig. Department: Parks Department

File Name: Imperial West and East Pond Stewardships - #31-32 and #31-33

BACKGROUND:

In 2011, the Village established the Basin and Best Practices Management report. The report contains bids and evaluations on Village ponds and areas that require stewardship to ensure proper functionality and aesthetics of said areas. Since the completion of the report, the Village has worked with contractors to perform the required services. V3 Companies is one of the companies that were awarded basin and restoration work. V3 currently maintains Imperial East Pond, which is located approximately 100' east of Imperial Pond West.

Residents whose homes abut Imperial Pond West and East reached out to Staff to help address erosion issues associated with the Imperial Pond East and the stream that connects Imperial Ponds East and West. Staff subsequently reached out for a stewardship proposal from V3 Companies for stream stabilization and invasive species control and restoration of Imperial Pond West. V3 Companies submitted a proposal to restore and establish a stewardship for a two (2) year (2019 and 2020) at a total cost of \$15,656.00. After 2020, stewardships for both Imperial Pond East and West would end, at which time staff would request a single proposal to continue the stewardship of both Imperial Pond East and West.

The work includes the establishment of native planting to control erosion along the abovementioned stream bank, as well as the control of invasive woody and herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. The native plants will take advantage of the competitive release created by mowing, the timely application of herbicide or the physical removal of the non-native plants. The scope of work and the total cost for the two-year stewardship program is attached.

This case is now before the Parks and Recreation Committee for review prior to being sent to the Board of Trustees for final consideration.

BUDGET IMPACT:

Funds are available in the 2019 Basin Best Practice Management account #031-6007-443500.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the Stewardship of Imperial West and East Ponds (#31-32 and #31-33) to V3 Companies of Woodridge, IL for an amount not to exceed a total of \$15,656.00.



To: Address:	Michael Mazza Village of Orland Park 14700 Ravinia Ave. Orland Park, IL	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name:	Imperial Ponds 2019-2020	Date: 5/10/2019
Project Address:	Imperial Ln Orland Park	Ref No. PER17926

V3 Companies proposes to perform the following work:

Item	Item Description	Qty	Unit	Unit Price	T	otal Price
2019						
1.0	Pre-seeding Weed Control	2.0	EA	\$ 720.00	\$	1,440.00
2.0	Soil Preparation	1.0	LS	\$ 3,460.00	\$	3,460.00
3.0	Wet Mesic Seeding	0.4	AC	\$ 1,990.00	\$	796.00
4.0	Erosion Blanket	1940.0	SY	\$ 1.60	\$	3,104.00
				Subtotal - 2019:	\$	8,800.00
2020				Subtotal - 2019:	\$	8,800.00
2020 5.0	Plug Planting	1200.0	EA		\$ \$	8,800.00 3,900.00
	Plug Planting Weed Control	1200.0 3.0				·
5.0			EA	\$ 3.25	\$	3,900.00

TOTAL PRICE: \$ 1565	6.00
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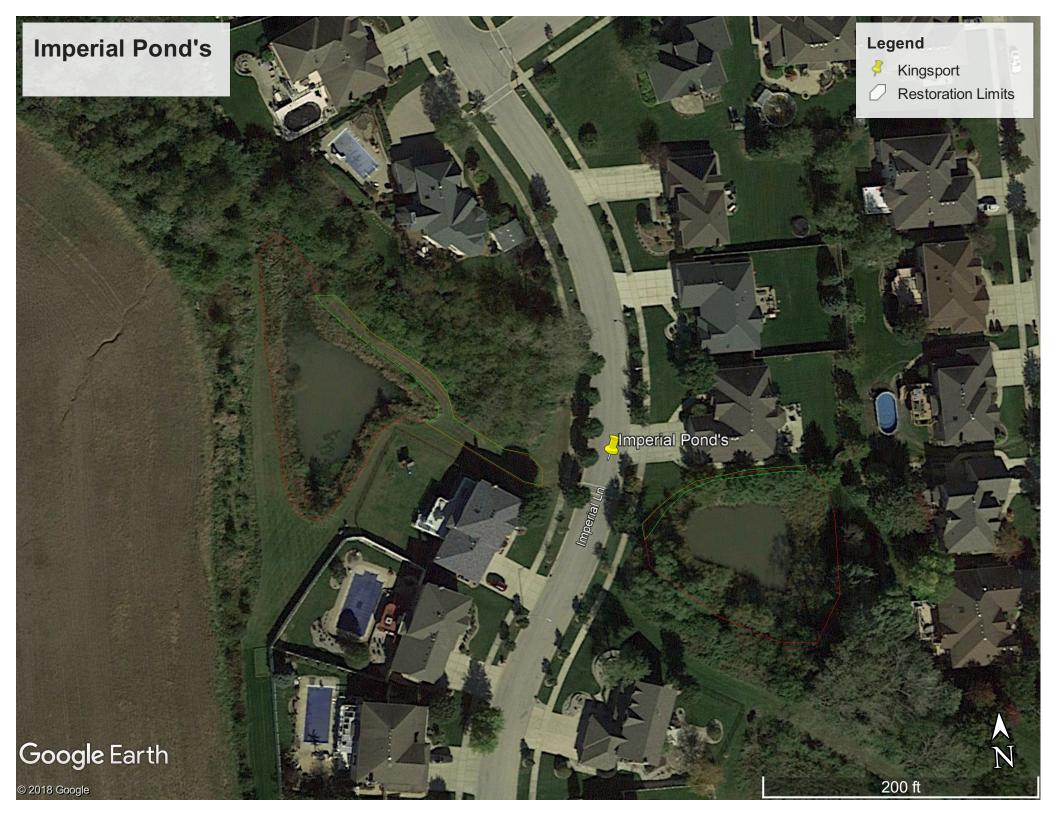
Project Notes:

- 1.0 Contract will be invoiced at the units and rates indicated herein.
- 2.0 The attached exhibit and quantities provided are estimates based on field observations. Layout of activities should happen between the Village and V3 before work begins.
- 3.0 Preseeding weed control will consist of killing nearly 100% of current vegetation in select areas. Follow up herbiciding will be used to treat subsequent germination of weedy species. Brown dead vegetation should be expected until the fall when final seeding and blanketing can be conducted.

То:	Michael Mazza	Contact: Brad Millis
Address:	Village of Orland Park 14700 Ravinia Ave.	Phone: 630-512-1137 Email: bmillis@v3co.com
	Orland Park, IL	Email: ominis@voco.com
Project Name:	Imperial Ponds 2019-2020	Date: 5/10/2019
Project Address:	Imperial Ln Orland Park	Ref No. PER17926

- 4.0 Prescribed burns are targeted for execution between fall and spring of the following year. Actual schedule will be dependent upon permitting and appropriate field conditions.
- 5.0 Prescribed burns do not guarantee the protection and survivorship of any landscape material located within or immediately adjacent to the burn area.
- 6.0 Invoicing will be issued for prescribed burn preparation at the time the permit is issued. If the burn is delayed beyond the expiration of the permit, additional charges will apply to complete a second iteration of the permit documents and reapply for the permit.
- 7.0 Burns are anticipated to be completed in a single mobilization. If a burn is terminated prior to completion for any reason, the burn will be invoiced as a prorated portion of the total cost based on acreage completed and the mobilization of equipment and personnel. The fee for completing the burn will be evaluated and additional costs will be presented to the client for approval.
- 8.0 Site monitoring will be performed during late summer/early fall to evaluate vegetation establishment, species diversity, weed pressure, and other items that may affect the overall performance of the native vegetation. Results will be presented at the end of the growing season in the form of a letter report that will also include recommendations for future maintenance.
- 9.0 This proposal will be executed in accordance with the attached terms and conditions.

CONFIRMED:
V3 Companies, Ltd.
Authorized Signature:
Mukint Jany to
Printed Name: Michael Famiglietti, P.E.
Vice President





V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

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14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

15. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blueline drawings for the project shall be supplied to CONSULTANT by CLIENT.
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- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

DATE: June 3, 2019

REQUEST FOR ACTION REPORT

File Number: 2019-0425
Orig. Department: Officials

File Name: Ethic Ordinance - Discussion Only

BACKGROUND:

Initial discussion and perspective on ethics ordinance requirements for elected officials.

- -Village elected official disclosures: business interest and economic interest
- -Vendor disclosures regarding elected officials.

BUDGET IMPACT:

REQUESTED ACTION:

Discussion Only