



# VILLAGE OF ORLAND PARK

## Meeting Agenda

### Parks and Recreation Committee

*Chairman James V. Dodge*

*Trustees Kathleen M. Fenton and Cynthia Nelson Katsenes*

*Village Clerk John C. Mehalek*

14700 Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)

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Monday, August 5, 2019

6:00 PM

Village Hall

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**A. CALL TO ORDER/ROLL CALL**

**B. APPROVAL OF MINUTES**

[2019-0541](#) Approval of the July 1, 2019 Parks and Recreation Minutes

Attachments: [Draft Minutes](#)

**C. ITEMS FOR SEPARATE ACTION**

1. [2019-0553](#) Public Works Pond Swale Grading, Shoreline Stabilization and Stewardship Project - PM16-13

Attachments: [V3 Proposal](#)  
[AIRYS Proposal](#)  
[Chief Construction Proposal](#)  
[LFI Site Plan](#)  
[PM16-13 Public Works Pond](#)

2. [2019-0575](#) Turf Mowing RFP 17-012 Contract Extension - 2020 and 2021

Attachments: [Village of Orland Park 20-21 Mowing quote](#)

**D. NON-SCHEDULED CITIZENS & VISITORS**

**E. ADJOURNMENT**

DATE: August 5, 2019

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2019-0541</b>
Orig. Department:	<b>Village Clerk</b>
File Name:	<b>Approval of the July 1, 2019 Parks and Recreation Minutes</b>

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### **BACKGROUND:**

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

I move to approve the Minutes of the Regular Meeting of the Parks and Recreation Committee of July 1, 2019.

# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)



## Meeting Minutes

Monday, July 1, 2019

6:00 PM

Village Hall

## Parks and Recreation Committee

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

**CALL TO ORDER/ROLL CALL**

This meeting was called to order at 6:08 P.M.

**Present:** 3 - Chairman Dodge; Trustee Fenton and Trustee Nelson Katsenes

**APPROVAL OF MINUTES****2019-0467 Approval of the June 3, 2019 Parks and Recreation Minutes**

I move to approve the Minutes of the Regular Meeting of the Parks and Recreation Committee of June 3, 2019.

**A motion was made by Trustee Fenton, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:**

**Aye:** 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

**Nay:** 0

**ITEMS FOR SEPARATE ACTION****2019-0477 Orland Golfview Pond South Shoreline Restoration and Stabilization Project - #14-05**

Park's Division Director Gary Couch reported that 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. The selected companies, Pizzo and Associates, Ltd. and V3 Companies, were chosen based on cost and expertise in the area of ecological restoration.

Due to severe erosion and shoreline instability found on the south shoreline of Orland Golfview Pond, staff reached out to Pizzo and V3 for proposals to repair and prevent further issues based on current best ecological and shoreline restoration management practices. A proposal was received from V3 Companies, Ltd.; however, Pizzo did not submit a proposal.

Due to the high cost of V3's initial proposal, Staff discussed alternative options with V3 as a way to reduce project costs by adjusting the scope of work. After a discussion between staff and V3, an alternative proposal was provided which eliminated the stone toe along the shoreline, at the soil wrap. Past projects that have included the stone toe have shown to hold up to erosion and undermining of the soil wraps very well (Park Hill Pond projects for example). If the budget does not allow, Option 2, which does not include a stone toe, would help address existing issues but erosion may result over time. Staff suggests that, while initially more expensive, the best long-term approach to stabilizing the shoreline would be



to include a stone toe.

Option 1 = \$193,500 (includes stone toe at soil wrap)

Option 2 = \$161,213 (does not include stone toe at soil wrap)

The scope of services also includes an educational component (community meeting for residents in the affected area) as well as informational handouts (printing and distribution) to help increase the understanding of the work and how and why it is being performed and what residents should expect to be accomplished. V3 has additionally included a stewardship of the areas for three years to ensure the long-term viability of the project. V3 has provided superior expertise and service, greatly improving the functionality and appearance of the natural plantings at multiple Village sites, including the north side of Orland Golfview Pond. V3 has proven to be extremely knowledgeable in this area of work and have provided exemplary service to the Village on high profile pond and natural area projects.

The proposal from V3 Companies, which includes a detailed scope of work, is attached to the committee packet 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.

Chairman Dodge and Trustee Katsenes had questions and comments regarding this matter. (refer to audio file)

Director Couch responded to Chairman Dodge's and Trustee Katsenes' questions and comments. (refer to audio file)

I move to recommend to the Village Board to approve the proposal for Orland Golfview Pond South Shoreline Restoration and Stabilization Project - #14-05 by V3 Companies of Woodridge, IL for an amount not to exceed a total of \$193,500.00.

**A motion was made by Trustee Fenton, seconded by Trustee Nelson Katsenes, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:**

**Aye:** 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

**Nay:** 0

#### **2019-0478 Nicklaus Pond South Shoreline Restoration and Stabilization Project - #02-09**

Park's Division Director Gary Couch reported 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. The selected companies, Pizzo and Associates, Ltd. and V3 Companies, were chosen based on cost and expertise in the area of ecological restoration.

Due to overgrowth of invasive woody and weed species, erosion and shoreline instability found throughout the shoreline of Nicklaus Pond, staff reached out to Pizzo and V3 for proposals to repair and prevent further issues based on current best ecological and shoreline restoration management practices. Proposals were received from V3 Companies and Pizzo and Associates, Ltd. The proposals are summarized below:

V3 Companies - \$28,548.75

Pizzo and Associates, Ltd. - \$51,010.82

Both proposals, as requested by Staff, include stewardship of the area for three years to ensure the long-term viability of the project. As the lower of the two proposals, Staff recommends approval of the V3 proposal. V3 has provided superior expertise and service, greatly improving the functionality and appearance of the natural plantings at multiple Village sites. V3 has proven to be extremely knowledgeable in this area of work and have provided exemplary service to the Village on high profile pond and natural area projects.

The proposal from both V3 Companies and Pizzo and Associates are attached to the committee packet 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.

I move to recommend to the Village Board to approve the proposal for Nicklaus Pond South Shoreline Restoration and Stabilization Project - #02-09 by V3 Companies of Woodridge, IL for an amount not to exceed a total of \$28,548.75.

**A motion was made by Trustee Nelson Katsenes, seconded by Trustee Fenton, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:**

**Aye:** 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

**Nay:** 0

#### **2019-0485 Budget Adjustment Request for Arts Commission**

Recreation Division Director Nancy Flores reported that the Arts commission members have created a membership program called "Friends of the Arts" that seeks additional revenues through donations, sponsorships, and memberships to help support the Arts in the Orland Park community. As of June 25, 2019, they have raised \$2,586.

The Arts Commission is requesting a budget adjustment of \$2,586 to add to their remaining budgeted expenses to pay for a concert on October 18, 2019, which will include various entertainers. This concert will be ticketed at \$20 apiece, with the potential of selling up to 200 tickets.

The Commission is offering a Photo contest in July which is an opportunity for local residents to show off their photography skills, which could bring in additional revenue to add to the final budget. The program fee for this is \$10 to submit 3 photos.

I move to recommend to the Village Board to approve a budget adjustment of \$2,586.00 to account #010-9450-442450 SE- Entertainment Services

**A motion was made by Trustee Nelson Katsenes, seconded by Trustee Fenton, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:**

**Aye:** 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

**Nay:** 0

#### **2019-0488 2019 Lucky Egg Hunt Overview**

Recreation Division Director Nancy Flores reported that a family favorite amongst the community, the Lucky Egg Hunt officially kicks off our spring season of events. The event took place on Saturday, April 13 with sunny though somewhat chilly weather, however that didn't deter participants. We estimated more than 1,500 people attended including children ages 1-9.

Chairman Dodge and Trustee Fenton had comments regarding this matter. (refer to audio file)

Trustee Fenton had a question regarding this matter. (refer to audio file)

Director Flores responded to Trustee Fenton's question regarding this matter. (refer to audio file)

Discussion only

**This item was for discussion only. NO ACTION was required.**

**ADJOURNMENT: 6:16 P.M.**

**ADJOURNED**

**Aye:** 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

**Nay:** 0

**2019-0514 Audio Recording for the July 1, 2019 Committee Meetings - Public Safety, Parks & Recreation & Public Works**

**NO ACTION**

**/AB**

Respectfully Submitted,

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**John C. Mehalek, Village Clerk**

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2019-0553</b>
Orig. Department:	<b>Parks Department</b>
File Name:	<b>Public Works Pond Swale Grading, Shoreline Stabilization and Stewardship Project - PM16-13</b>

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### **BACKGROUND:**

As a part of the development of 15610 LaGrange Road, commonly known as "LFI" (see LaGrange Retail Development - Planned Unit Development / 2016-0865), Lots 5 and 6 of the LFI site were dedicated to the Village of Orland Park for the expansion of the Public Works Department service yards. In exchange, LFI was allowed to use available capacity in the regional wetlands along Ravinia Avenue. This exchange ensured optimal development potential for the LFI site, increased the land area available to the Public Works Department and utilized existing stormwater infrastructure rather than creating a redundant pond system. Lots 5 and 6, which are now collectively known as "Public Works Pond - PM 16-13", were deeded to the Village in February 2018.

As a part of the overall LFI stormwater system, Lots 5 and 6 were engineered to convey storm water from LFI site to the regional detention facility along Ravinia Avenue to the west. A swale was established on Lot 5 to convey storm water north through Lot 6, which would be ultimately detained in the regional detention ponds along Ravinia Avenue. After completing this work, it was determined that additional portions of the swale on Lot 6 required additional grading, stabilization and ultimately maintenance provided through a three (3) year stewardship.

The Public Works and Parks and Grounds Departments worked together to obtain proposals for the three (3) components of the scope of work on Lot 6 (Grading, Shoreline Stabilization, and Stewardship), which are attached for review and summarized below. A site plan of the LFI development and a map of the Public Works Pond are included for reference.

#### **GRADING**

Proposals for grading of the Public Works Pond swale were received from Airy's Inc., Chief Construction Inc., and V3 Companies:

Airy's Inc. = \$18,895.00  
Chief Construction Inc. = \$16,500.00  
V3 Companies = \$11,260.00

#### **STABILIZATION**

A proposal for stabilization of the shoreline of the Public Works Pond swale was received from V3 Companies:

V3 Companies = \$8,166.00

#### **STEWARDSHIP**

A proposal for stewardship of the Public Works Pond swale shoreline (weed control and supplemental plantings) for 2019, 2020 and 2021 was received from V3 Companies:

2019 = \$3,450.00  
2020 = \$15,785.00

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2021 = \$6,250.00  
V3 Companies Total = \$25,485.00

V3 Companies submitted the lowest proposals for the proposed scope of work.

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 the grading and stabilization of this project are available in account #054-0000-470700.

Funds for the three (3) year stewardship of this project are available in the 2019 Basin Best Practice Management account #031-6007-443500.

## **REQUESTED ACTION:**

I move to recommend to the Village Board of Trustees to approve the proposal for the grading and shoreline stabilization of the swale at the Public Works Pond (PM16-13) by V3 Companies of Woodridge, IL for an amount not to exceed a total of \$19,426.00;

And

I move to recommend to the Village Board of Trustees to approve the proposal for the three-year stewardship of the swale at the Public Works Pond (PM16-13) by V3 Companies of Woodridge, IL for an amount not to exceed a total of \$25,485.00.

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<b>To:</b>	Village of Orland Park	<b>Contact:</b>	Mr. John Ingram
<b>Address:</b>	14700 Ravinia Avenue Orland Park, IL 60462	<b>Phone:</b>	708-403-6104
		<b>Email:</b>	<a href="mailto:jingram@orlandpark.org">jingram@orlandpark.org</a>
<b>Project Name:</b>	LFI Swale Connection	<b>Ref #:</b>	PER17848
<b>Location:</b>	Orland Park, IL 60462	<b>Date:</b>	5/29/2019

V3 Construction Group proposed to execute the following scope of work:


LFI SWALE		QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>1.00</b>	<b>IN-SITU REMEDIATION</b>				
1.10	Mobilization	1.000	LS	\$ 1,500.00	\$ 1,500.00
1.20	Loader	16.000	HR	\$ 220.00	\$ 3,520.00
1.30	Dozer	16.000	LS	\$ 245.00	\$ 3,920.00
1.40	Foreman	16.000	HR	\$ 145.00	\$ 2,320.00
<b>SUBTOTAL - IN-SITU REMEDIATION:</b>					<b>\$ 11,260.00</b>
<b>2.00</b>	<b>RESTORATION</b>				
2.10	Seeding & Erosion Control Blanket	2,360.000	SY	\$ 1.85	\$ 4,366.00
2.20	Silt Log	120.000	LF	\$ 10.00	\$ 1,200.00
2.30	Native Plug Planting	650.000	EA	\$ 4.00	\$ 2,600.00
<b>SUBTOTAL - IN-SITU REMEDIATION:</b>					<b>\$ 8,166.00</b>
					<b>\$ 19,426.00</b>

**Project Notes:**

- All material will remain in the swale area. Grading will be adjusted to accommodate material and generally conform to the grading plan in the attached exhibit.
- No topsoil import is provided for in this proposal. V3 will notify the Village personnel if adequate topsoil is not present on site to support the proposed vegetation establishment.
- The Village of Orland Park personnel will be responsible for the following:
  - Complete adjustment of existing storm manhole on the northern berm along 156th Street.
  - Complete adjustment of existing fire hydrant adjacent to the public works lot and within the slope.
  - Remove and dispose of existing fencing within the grading limits.
  - Provide rip rap for placement by V3 (estimate 4 loads of RR4)
  - Remove and replace existing chain link fencing at the perimeter of the public works property.
- Plug species have not been designed at the time of this proposal. Plug pricing herein anticipates species such as Bull Rush, Pickerel Weed, and Water Lilies.
- No hydrologic study has been performed by V3 on this detention facility and therefore there is no guarantee for performance of the native vegetation.
- Supplemental plug installation may be necessary in order to achieve a native plant density capable of competing with invasive vegetation. Supplemental plug planting should be included in future maintenance contract.
- Proposal assumes the absence of any invasive plant species present before installation. These would need to be removed prior to the installation and is not included in this proposal.

**Payment & Contract Notes:**

- Net payment is due upon receipt of invoice.
- Invoices unpaid after thirty (30) days will incur a finance charge of three percent (3.0%) per month.
- This proposal is valid for 30 days from the date of estimate above.
- This proposal excludes: bonds, permits, and special insurance (e.g. waiver of subrogation, railroad protective liability etc.)
- Final payment, including any retained monies, is due immediately upon satisfactory completion of the work and receipt by purchaser of the final invoice.
- Purchaser warrants that he/she has the authority to make this agreement.
- This contract is limited to the work identified. Any additional work will be agreed to by change order and made a part of this agreement.
- This contract shall be interpreted under the laws of the State of Illinois.

<b>ACCEPTED:</b>	<b>CONFIRMED:</b>
<i>The above prices, specifications and conditions are satisfactory and hereby accepted.</i>	<i>The above prices, specifications and conditions are satisfactory and hereby confirmed.</i>
<b>Purchaser:</b> <u>Village of Orland Park</u>	<b>Seller:</b> <u>V3 Construction Group, Ltd.</u>
<b>Signature</b> _____	<b>Signature:</b> 
<b>Printed Name:</b> _____	<b>Printed Name:</b> <u>Michael Famiglietti</u>
<b>Date:</b> _____	<b>Date:</b> <u>5/29/2019</u>



**"The Professional Approach to Ecology"**

<b>To:</b> Village of Orland Park <b>Address:</b> 14700 Ravinia Avenue Orland Park, IL	<b>Contact:</b> Brad Millis <b>Phone:</b> 630-512-1137 <b>Email:</b> <a href="mailto:bmillis@v3co.com">bmillis@v3co.com</a>
<b>Project Name:</b> LFI Management 2019-2021 <b>Project Address:</b> 156th & LaGrange Road Orland Park, IL	<b>Ref #:</b> PER17877 <b>Exhibit:</b> V3 Exhibit_LFI Management 2019-2021 <b>Date:</b> 6/26/2019

V3 Companies proposes to perform the following work:

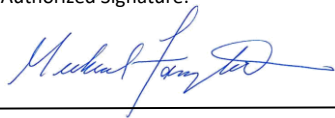
Item	Item Description	Quantity	Unit	Unit Price	Total Price
<b>2019</b>					
1.0	Weed Control	3	EA	\$ 1,150.00	\$ 3,450.00
<b>Sub Total 2019:</b>					<b>\$ 3,450.00</b>
<b>2020</b>					
2.0	Supplemental Plug Planting	1500	EA	\$ 4.39	\$ 6,585.00
3.0	Supplemental Seeding	1	EA	\$ 3,200.00	\$ 3,200.00
4.0	Weed Control	5	EA	\$ 1,200.00	\$ 6,000.00
<b>Sub Total 2020:</b>					<b>\$ 15,785.00</b>
<b>2021</b>					
5.0	Weed Control	5	EA	\$ 1,250.00	\$ 6,250.00
<b>Sub Total 2021:</b>					<b>\$ 6,250.00</b>
<b>Total:</b>					<b>\$ 25,485.00</b>

**Project Notes:**

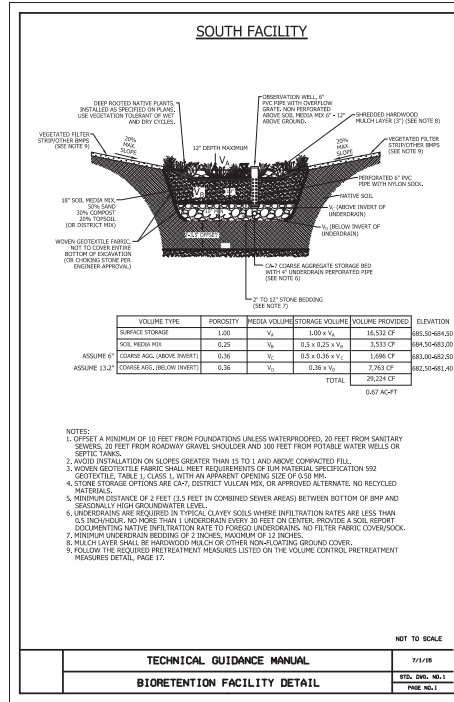
- 1.0 Weed control proposed for the project area depicted on the attached exhibit is for the control of common invasive weed species.

**Contract Terms & Conditions**

- 1.0 This proposal constitutes the entire agreement between the purchaser and V3 Companies of Illinois, Ltd.
- 2.0 Net payment is due upon receipt of invoice.
- 3.0 Final payment, including any retained monies, is due immediately upon satisfactory completion of the work and receipt by purchaser of the final invoice.
- 4.0 Invoices unpaid after thirty (30) days will incur a finance charge of three percent (3.0%) per month.
- 5.0 Purchaser warrants that he/she has the authority to make this agreement.
- 6.0 This contract is limited to the work identified. Any additional work will be agreed to by change order and made a part of this agreement.
- 7.0 This contract shall be interpreted under the laws of the State of Illinois.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.  <b>Purchaser:</b> _____ <b>Signature</b> _____ <b>Printed Name:</b> _____ <b>Date:</b> _____	<b>CONFIRMED:</b> V3 Companies of Illinois, Ltd.  Authorized Signature:  _____ Printed Name: <u>Michael Famiglietti, P.E.</u>
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[illegible]

10	08/27/18	PER RAVINIA FIBER OPTIC/elec.CONDUITS
5	08/30/17	PER VILLAGE
4	08/09/17	PER VILLAGE & IDOT
2	06/15/17	PERMIT SUBMITTAL
NO.	DATE	REMARKS

GRADING PLAN - 2

**LAGRANGE RETAIL DEVELOPMENT**  
ORLAND PARK, ILLINOIS

**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 694-0660 Fax: (847) 698-4065



<b>SPACECO INC.</b>
FILENAME: 9097.03GR02
DATE: 04/05/2017
JOB NO. 9097.03
SHEET <b>GR2</b> 7 OF 16



## **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.

## **9. 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**

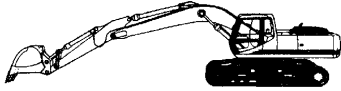
CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, 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 blue-line 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.

**AIRY'S INC.****SITE BUILDING CONTRACTORS**

7455 W. Duvan Drive • Tinley Park, IL 60477-3714  
 (708) 429-0660 www.airys.com Fax: (708) 429-0795

**PROJECT PROPOSAL & CONTRACT**

**To:**  
 Mr. Rich Rittenbacher  
 Village of Orland Park  
 15655 Ravinia Ave  
 Orland Park, IL 60462

**Date:** 6/21/2019  
**Job Number:**  
 E9-549  
**Job Name/Location**  
 Grading Services  
 Public Works  
 Orland Park, IL

**Phone:**  
 708-772-3760  
**Fax/e-mail:**  
 rrittenbacher@orland-park.il.us

We hereby submit specifications and estimates per plans dated: None

- 10 **Supply Equipment and Labor for Two (2) Days of Grading Services at Public Works.**
- Mobilization \$2,900.00
  - Labor & Equipment \$15,995.00
- Equipment includeds Loader & Dozer with Operators  
 Foreman and Top Man.

**Total Base Bid** **\$18,895.00**

The referenced amount reflects our Lump Sum bid for the referenced project

**The following considerations are made as part of the bid and contract documents**

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- On site and Off site restoration by others
- Staking & layout by others
- Contaminated groundwater/storm water handling or disposal is not included.
- Dewatering is excluded.
- Traffic control by others.
- Tree removal/trimming by others.
- All pavement or curb sawing, removal, and disposal is excluded.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.
- This Proposal is based on 2019 Labor Rates.

In the event another contract format is used, these pages shall be considered as an exhibit.

We propose to furnish material and labor - complete in accordance with the plans and specifications listed above:

This exhibit is for the sole purpose of determining value of installed utilities for the monthly payments and to determine the price of additions or deletions from the plans and specifications. It is agreed and understood by the parties hereto that all utilities covered under this contract shall be installed per plans and specifications as listed above for the completed price of:

**Eighteen thousand eight hundred ninty-five and no/100-----**

**Dollars**

**\$18,895.00**

Payment to be made monthly as work progresses, as billed, per units installed, no retention.

Net amount due by 10th of the month following month in which work was performed.

Should any other contract document be used, this form shall be considered an exhibit to the contract.

Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to supercede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will

become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature\_\_\_\_\_

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment will be made as outlined above.** All fees for collection including, but not limited to court costs, arbitrator fees, and attorney fees are the sole responsibility of the customer.

Signature\_\_\_\_\_

Date of Acceptance\_\_\_\_\_

Signature\_\_\_\_\_

Chief Construction Inc  
713 Central Rd  
New Lenox, IL 60451.  
815-280-5952

June 15, 2019

Village Of Orland Park  
15655 S Ravinia Ave  
Orland Park, IL 60462

Proposal: Pond Excavation

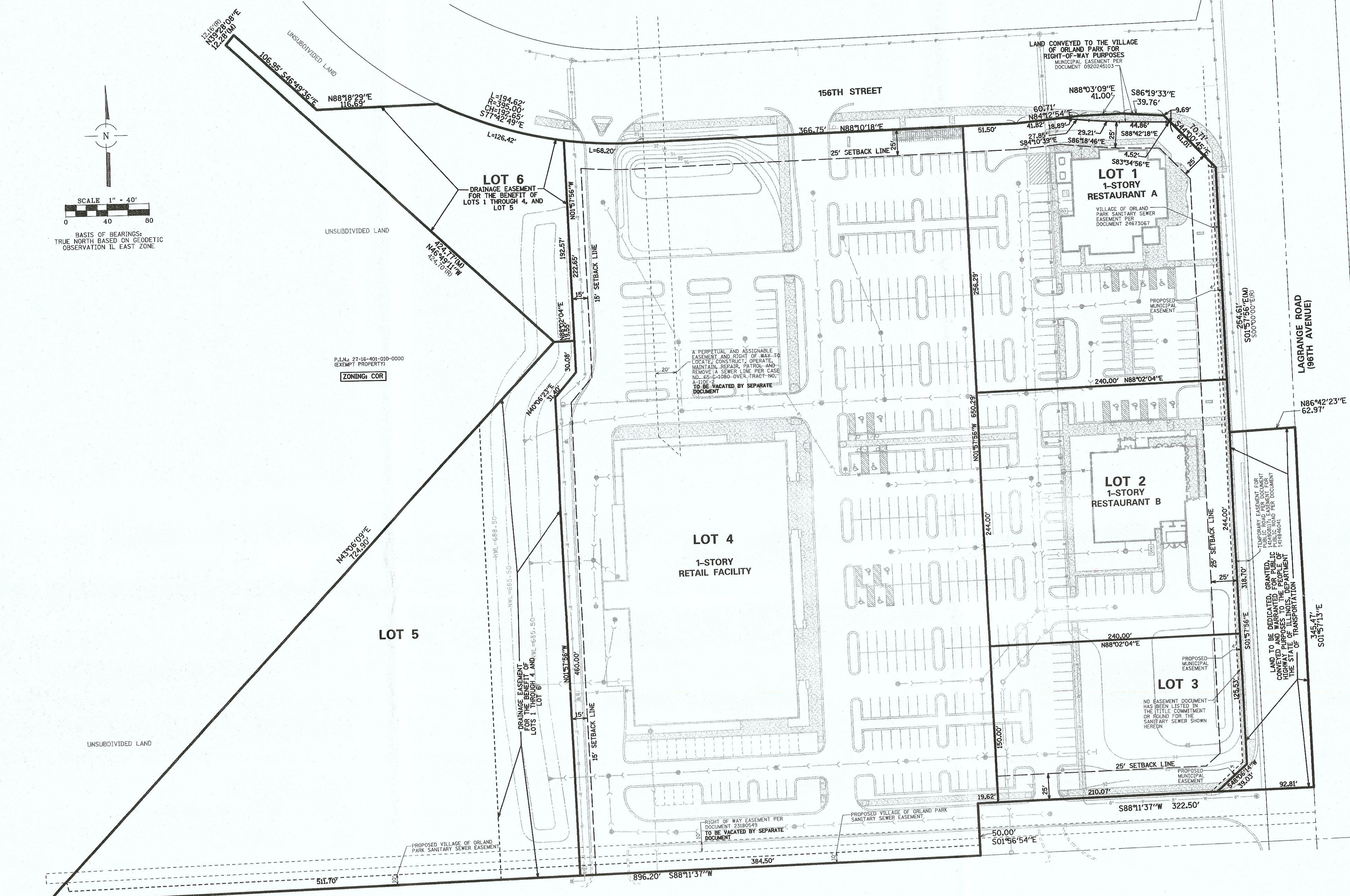
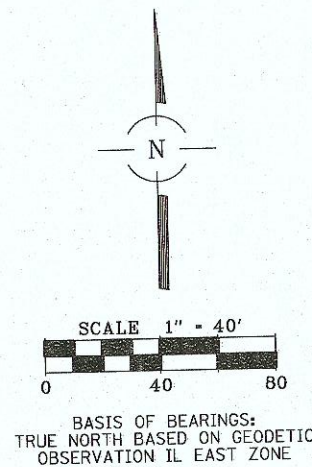
Grading and shaping pond, 2 days

Mobilization, 315 Excavator, 359 Loader or Cat D5K.

\$16,500.00

No dirt brought in or off site. No Dewatering





PART OF LOT 10  
SCHOOL TRUSTEE'S SUBDIVISION  
ANTE-FIRE  
P.L.N. 27-16-403-000-0000  
OWNER: SIMON PROPERTY GROUP  
ZONING: COR

LOT	SQUARE FEET	ACRES
1	60,020	1.378
2	58,560	1.344
3	35,704	0.820
4	277,322	6.366
5	131,846	3.027
6	30,192	0.693
DEDICATION-LAGRANGE RD	22,061	0.506
DEDICATION-159TH ST	596	0.014
TOTAL	616,301	14.148

PLAN COMMISSION CERTIFICATE:  
STATE OF ILLINOIS } SS  
COUNTY OF COOK }

I, \_\_\_\_\_, CHAIRMAN OF THE VILLAGE OF ORLAND  
PARK PLAN COMMISSION, DO CERTIFY THAT ON \_\_\_\_\_ A.D. 20\_\_\_\_, THIS PRELIMINARY SITE  
PLAN WAS DULY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF ORLAND PARK.

CHAIRMAN

## PRELIMINARY PLAT OF SUBDIVISION LAGRANGE RETAIL DEVELOPMENT

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SITE ADDRESS:  
15700, 15750, 15800 LA GRANGE ROAD  
ORLAND PARK, ILLINOIS 60462  
TOWNSHIP: ORLAND

SITE P.L.N.:  
27-16-401-004-0000  
27-16-401-005-0000  
27-16-401-008-0000  
27-16-401-011-0000  
27-16-401-004-0000

SCALE OF DRAWING:  
1" = 40'

REVISIONS:
04/21/17 G.P.
05/18/17 G.P.



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

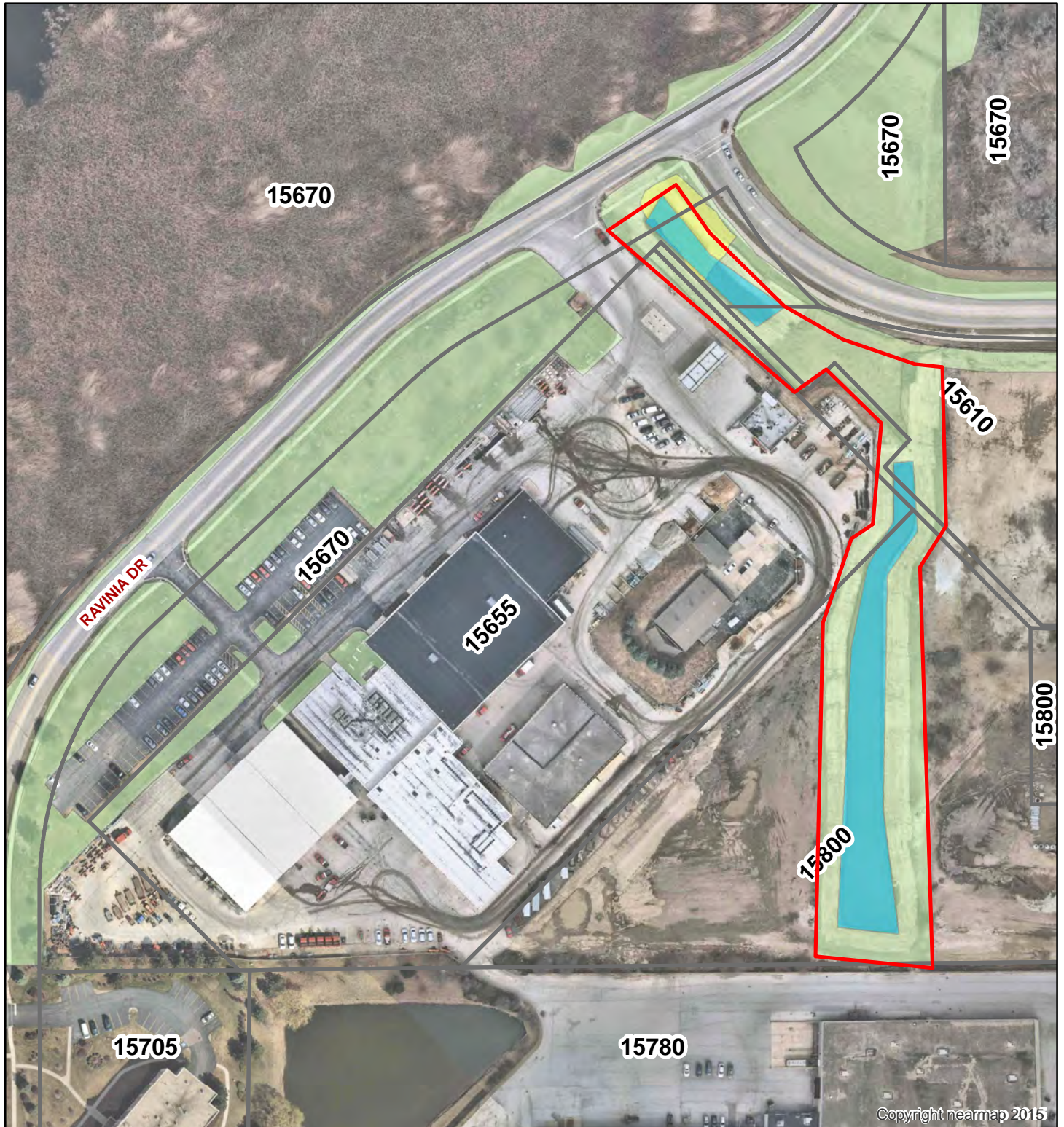
DATE: 02/17/2017  
JOB NO: 9097  
FILENAME: 9097PREPLAT-01  
SHEET 1 OF 3

9575 W. Higgins Road, Suite 200  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

PREPARED FOR:  
SWC 156TH LLC  
9440 ENTERPRISE DRIVE  
MOKENA, ILLINOIS 60448

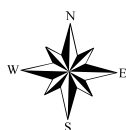


**Public Works Pond  
PM16-13  
15655 Ravinia Ave**



**Legend**

- Manmade Features
- Water
- Natural Vegetation
- Mowable Area



Aerial Taken: 2019  
Last Updated: 23 July 2019

True Mowing Area: 1.60 ac  
Contract:



## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2019-0575</b>
Orig. Department:	<b>Parks Department</b>
File Name:	<b>Turf Mowing RFP 17-012 Contract Extension - 2020 and 2021</b>

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### **BACKGROUND:**

A Request for Proposals (RFP) for Turf Mowing for years 2017, 2018 and 2019, with the option of extending for two (2) additional years, was issued on February 24, 2017. On March 20, 2017 agenda item 2017-0216, the contract was awarded to Semmer Landscape. Semmer Landscape has provided an excellent level of service and has proven to be extremely responsive to inquiries or additional requests. Semmer's mowing rate has increased by 2% each year of the current contract.

Staff reached out to Semmer for a proposal to extend the current contract. Semmer has offered to continue servicing the Village's mowing needs at a 2% increase for the 2020 season and 2% for the 2021 season.

### **BUDGET IMPACT:**

Funds for this service pending board approval would be budgeted in the following accounts:

031-6007-443510, 283-4003-443510, 026-0000-443510, 010-1900-443510, 010-5002-443510, and 282-0000-443500

### **REQUESTED ACTION:**

I move to recommend to the Village Board of Trustees to approve a 2 year contract extension for Turf Mowing contract to Semmer Landscape for the years 2020 and 2021 in an amount not to exceed the board approved budgeted amount at a 2% annual contract rate increase per year.

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1000 W. 94<sup>th</sup> St., Chicago, IL 60620

[www.semmerlandscape.com](http://www.semmerlandscape.com)

Phone: 708 926 2304

## 2020-2021 SIGNATURE PAGE

**ACCOUNT/SITE:**

**Village of Orland Park**

14700 Ravinia Ave  
Orland Park, IL 60462

**DATE: 7/31/2019**

Attached are the 2020 and 2021 Landscape Maintenance totals for each year with a 2% yearly increase for each year.

<b>LOCATIONS:</b>	<b>COST PER MOW 2019</b>	<b>COST PER MOW 2020</b>	<b>COST PER MOW 2021</b>
<b>PONDS</b>	\$ 5,279.20	\$ 5,384.78	\$ 5,492.48
<b>PARKS</b>	\$ 9,283.07	\$ 9,468.73	\$ 9,658.11
<b>METRA</b>	\$ 304.63	\$ 310.72	\$ 316.94
<b>BUILDINGS</b>	\$ 772.58	\$ 788.03	\$ 803.79
<b>ROW</b>	\$ 1,716.95	\$ 1,751.29	\$ 1,786.31
<b>TRIANGLE</b>	\$ 22.35	\$ 22.80	\$ 23.25
<b>PER WEEK TOTAL MOWING</b>	\$ 17,378.78	\$ 17,726.36	\$18,080.88
<b>ANNUAL COST</b>	<b>\$ 469,227.33</b>	<b>\$ 478,611.87</b>	<b>\$ 488,184.10</b>

I agree to the terms and conditions of these agreements. If not the Owner, I certify that I am the duly authorized agent of Owner and that I am authorized to sign this agreement on behalf of the Owner.

\_\_\_\_\_  
**Authorized signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Rafael Alvarez**  
Vice President  
Semmer Landscape LLC

**7/31/2019**  
**Date**