

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:**

**Innoprise Contract #:** C16-0116

**Year:** 2016+

**Amount:**

**Department:** Finance/Parks - Gary Couch

**Contract Type:** Master Services Agreement

**Contractors Name:** V3 Construction Group, Ltd.

**Contract Description:** Storm Water Basin Stewardship Services  
EXHIBITS A  
C16-0117 Anthony, Legend & Tallgrass Pond Stewardship (2016-0511)  
C18-0040 Imperial Pond 2018-2020 (2017-0151)  
C18-0041 VH South Pond 2018-2020 (2017-0228)  
C18-0042 VH North Pond 2018-2020 (2017-0229)  
C18-0061 Churchill Pond 2018-2020 (2018-0228)  
C18-0086 Somerglen & Lakeside Wetland Planting  
C18-0100 Somerglen and Lakeside Pond 2018-2020 (2018-0450)  
C19-0100 Churchill Pond West Slope Restoration (2019-0352)  
C19-0101 Imperial East/West Ponds Stewardship 2019-2020 (2019-0388)  
C19-0102 Butterfield Pond Mgmnt 2019-2021 (2019-0351)  
C19-0106 Nicklaus Pond Stewardship 2019-2021 (2019-0478)  
C19-0121 Public Works Pond (LFI Swale) 2019-2021 (2019-0553)  
C19-0131 Park Hill Pond Ph IV 2019-2022 (2019-0636)  
C19-0132 Great Egret Pond 2019-2022 (2019-0635)

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



**TRUSTEES**  
Kathleen M. Fenton  
James V. Dodge  
Daniel T. Calandriello  
William R. Healy  
Cynthia Nelson Katsenes  
Michael R. Milani

September 26, 2019

Mr. Michael Famiglietti, P.E.  
V3 Companies  
7325 Janes Avenue  
Woodridge, Illinois 60517

RE: Park Hill Pond Phase IV Restoration & Stewardship 2020-2022  
Great Egret Restoration & Stewardship 2020-2022

Dear Mr. Famiglietti:

Enclosed are the signed proposals for Park Hill Pond Phase IV Shoreline Restoration & Stewardship 2020-2022 and Great Egret Pond Shoreline Restoration & Stewardship 2020-2022. Please attach these to the Storm Water Basin Stewardship Services contract dated October 25, 2016. All terms of the master agreement shall apply.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Purchasing & Contract Administrator

Encl:

cc: Gary Couch  
Mike Mazza



**"The Professional Approach to Ecology"**

<b>To:</b> Mr. Mike Mazza <b>Address:</b> Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462	<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> <b>Great Egret Pond</b> <b>Project Address:</b> Great Egret Dr. Orland Park, IL	<b>Date:</b> 8/6/2019  <b>Ref No.</b> PER17979

V3 Companies proposes to perform the following work:

Item	Item Description	Qty	Unit	Unit Price	Total Price
<b>2019</b>					
1.0	Tree Clearing	1.0	LS	\$ 6,000.00	\$ 6,000.00
2.0	Pre-seeding Weed Control	1.0	LS	\$ 1,750.00	\$ 1,750.00
<b>Subtotal - 2019:</b>					<b>\$ 7,750.00</b>
<b>2020</b>					
3.0	Prescribed Burn	1.0	LS	\$ 3,360.00	\$ 3,360.00
4.0	Soil Prep and Native Seeding	1.0	LS	\$ 2,665.00	\$ 2,665.00
5.0	S-150BN Erosion Blanket Installed	3145.0	SY	\$ 1.75	\$ 5,503.75
6.0	Native Plugs	2775.0	EA	\$ 3.28	\$ 9,102.00
7.0	Goose Enclosures Installed	2770.0	LF	\$ 2.42	\$ 6,703.40
8.0	Weed Control	4.0	EA	\$ 1,100.00	\$ 4,400.00
<b>Subtotal - 2020:</b>					<b>\$ 31,734.15</b>
<b>2021</b>					
9.0	Weed Control	4.0	EA	\$ 1,200.00	\$ 4,800.00
10.0	Supplemental Seeding	1.0	LS	\$ 1,250.00	\$ 1,250.00
<b>Subtotal - 2021:</b>					<b>\$ 6,050.00</b>
<b>2022</b>					
11.0	Weed Control	4.0	EA	\$ 1,300.00	\$ 5,200.00
12.0	Supplemental Seeding	1.0	LS	\$ 1,250.00	\$ 1,250.00
<b>Subtotal - 2022:</b>					<b>\$ 6,450.00</b>
<b>TOTAL PRICE:</b>					<b>\$ 51,984.15</b>

**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.



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<b>Project Name:</b> <b>Great Egret Pond</b> <b>Project Address:</b> Great Egret Dr. Orland Park, IL	<b>Date:</b> 8/6/2019 <b>Ref No.</b> PER17979

- 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 Woody removals will be chipped and hauled off-site. Stumps will be treated with herbicide. No stump grindings are included in this contract. Clearing of the island may be done on an independent mobilization and disposal will be handled by brush pile burning.
- 10.0 This proposal will be executed in accordance with the ~~attached~~ terms and conditions. 10-25-16 Master Agreement *SD*

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and	<b>CONFIRMED:</b> V3 Companies
<b>Purchaser:</b> <u>Village of Orland Park</u>	<b>Authorized Signature:</b>
<b>Signature:</b> <u><i>[Signature]</i></u>	<u><i>[Signature]</i></u>
<b>Printed Name:</b> <u>Thomas Deibel</u>	<b>Printed Name:</b> Michael Famiglietti, P.E.
<b>Date:</b> <u>9-23-19</u>	Vice President





 <p>7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com</p> <p>Visio, Virtute, Virtute.. "The Vision To Transform With Excellence"</p>	PROJECT NO	CLIENT	TITLE	
	PER17979	Village of Orland Park		
	CREATED BY	BWM	SITE	
	DATE	08/06/2019		
SCALE	See Scale Bar	BASE LAYER	FIGURE	
		Base Layer (Year)		
Great Egret Pond Great Egret Dr. Orland Park			1.0	



## 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.

- 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.
- 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.
- 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.

- 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.
- 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.
- 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.

*payment per terms of LOCAL Government Prompt Pay Act 50 ILCS 505/*  
~~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**

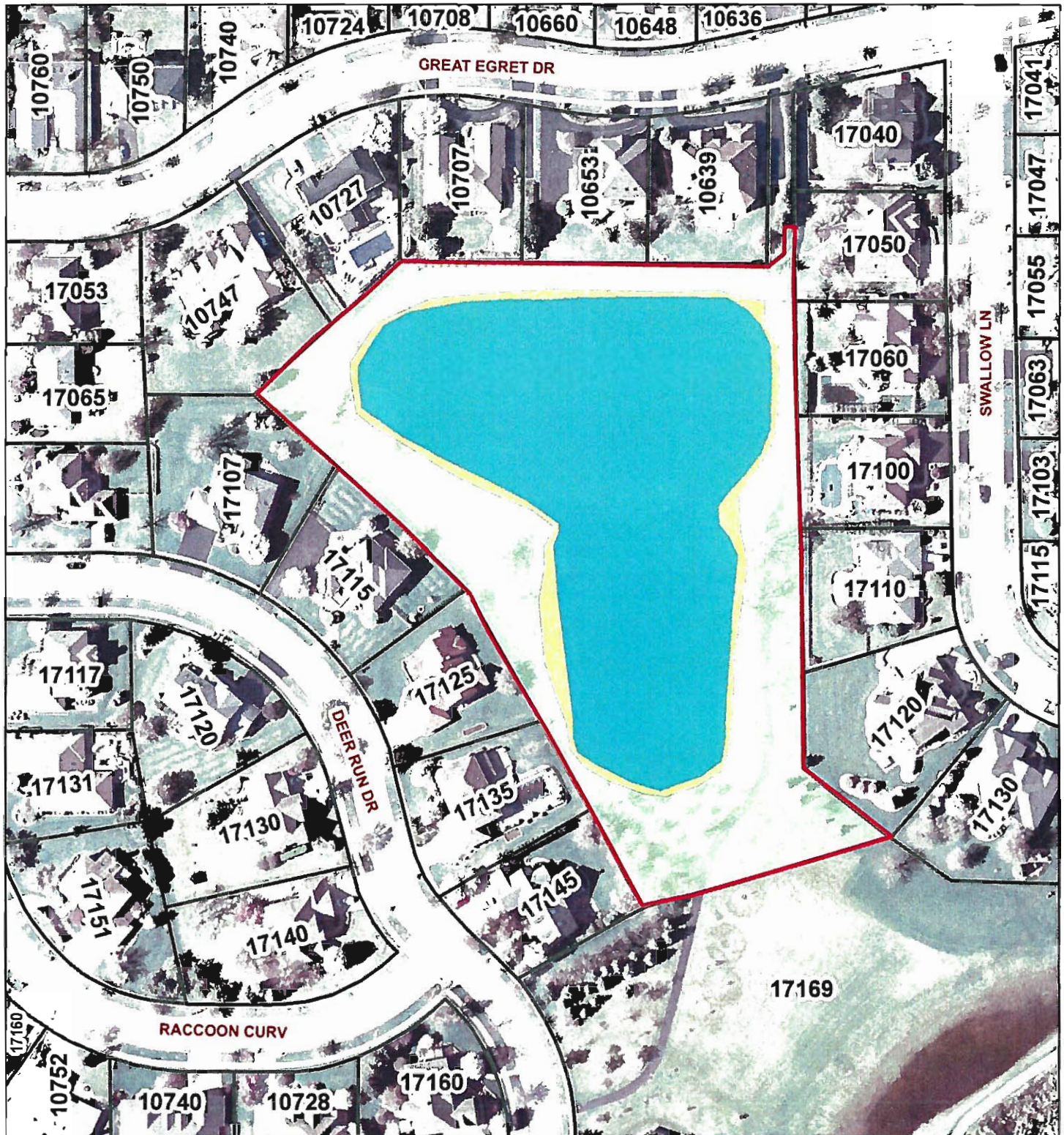
This Agreement is to be governed by the law of the State of Illinois.

## **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.

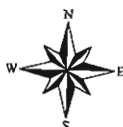


Great Egret Pond  
29-03  
10631 Great Egret Dr



**Legend**

- Manmade Features
- Water
- Natural Vegetation
- Mowable Area



Aerial Taken: 2015  
Last Updated: 03 May 2017

True Mowing Area: 1.75 ac  
Contract: 1065