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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION  
NO. 2024-R-043**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND V3 CONSTRUCTION GROUP, LTD. FOR CHERRY HILL POND &  
CREEKSIDE DITCH RESTORATION**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
KENNETH E. SHAW  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2024-R-043**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND V3 CONSTRUCTION GROUP, LTD. FOR CHERRY HILL POND & CREEKSIDE DITCH RESTORATION**

**WHEREAS,** the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with V3 Construction Group, Ltd., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 16<sup>th</sup> day of April, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Brady, Mahoney, Mueller, Shaw, Sullivan

**NAYS:** None

**ABSENT:** Brennan

**APPROVED** this 16<sup>th</sup> day of April, 2024, by the President of the Village of Tinley Park

Village President

Village Clerk

## **EXHIBIT 1**

# **CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND V3 CONSTRUCTION GROUP, LTD. FOR CHERRY HILL POND & CREEKSIDE DITCH RESTORATION**

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **V3 Construction Group, Ltd.** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Sixty Six Thousand, Nine Hundred Thirty Five Dollars and 00/Cents. (\$66,935.00)** Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

## CERTIFICATIONS BY CONTRACTOR

### Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

*For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."*

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

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The undersigned Michael Famiglietti, as President and on behalf  
(Name) (Title)  
of V3 Construction Group, Ltd. having been duly sworn under oath certifies that:  
(Contractor)

### Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership ☐ LLC  
☒ Corporation ☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Describe supporting documentation attached: N/A

Federal Employer I.D. #: 36-4152156

Social Security # (if an individual or sole proprietor): \_\_\_\_\_

Registered with Illinois Department of Revenue:

Yes ☒ No ☐

Describe supporting documentation attached (if “No,” explain): \_\_\_\_\_

Registered with Illinois Department of Employment Security:

Yes ☒ No ☐

Describe supporting documentation attached (if “No,” explain): \_\_\_\_\_

**Tax liens or tax delinquencies**

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years

Yes ☐ No ☒

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

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**EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

Yes ☒ No ☐

**Employee Classification**

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

N/A ☐ Yes ☒ No ☐

**Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☒ No ☐

License	Number	Date Issued	Current Expiration	Holder of License
	5932-868-9	3/25/1997	7/6/2025	V3 Construction Group, Ltd.

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

**Documentation Attached** (Contractor must initial next to each item):

N/A Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

[REDACTED] Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and by a health and welfare and retirement plan.

[REDACTED] Form C Additional Information (if required)

\_\_\_\_\_ Certificate of Good Standing  
(or other evidence of compliance with laws pre-requisite to doing business in the state)

\_\_\_\_\_ Illinois Department of Revenue registration

\_\_\_\_\_ Illinois Department of Employment Security registration

\_\_\_\_\_ Standards of Apprenticeship/Apprentice Agreements

\_\_\_\_\_ Substance Abuse Prevention program (or applicable provision from CBA in effect)

\_\_\_\_\_ Written Safety Policy Statement signed by company representative

\_\_\_\_\_ OSHA cards evidencing 10-hour or greater safety program completed, if requested

\_\_\_\_\_ Workers' Compensation Coverage


\_\_\_\_\_ Professional or Trade Licenses

### Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

V3 Construction Group, Ltd.  
Name of Contractor (please print)

President  
Title


  
Submitted by (signature)

### Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

V3 Construction Group, Ltd.  
Name of Contractor (please print)

President  
Title

  
Submitted by (signature)

### Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

V3 Construction Group, Ltd.  
Name of Contractor (please print)

President  
Title


  
Submitted by (signature)

### **Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

V3 Construction Group, Ltd.

Name of Contractor (please print)

  
Submitted by (signature)

President

Title

### **Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act**

The undersigned hereby certifies that:

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

(Cross out either A or B depending upon which certification is correct)

V3 Construction Group, Ltd.

Name of Contractor (please print)

  
Submitted by (signature)

President

Title

### **Certificate of Compliance with Prevailing Wage Requirements**


The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

V3 Construction Group, Ltd.  
Name of Contractor (please print)

President  
Title


  
Submitted by (signature)

**Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2022-O-032.

V3 Construction Group, Ltd.  
Name of Contractor (please print)

President  
Title

  
Submitted by (signature)

**[Signature Page to Follow]**

**CONTRACTOR NAME**

BY: \_\_\_\_\_

4/10/2024

Date

Printed Name: Michael Famiglietti

Title: President

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

4/16/2024

Date

Michael W. Glotz, Village President  
(required if Contract is \$20,000 or more)

ATTEST:

\_\_\_\_\_

4/16/2024

Date

Village Clerk  
(required if Contract is \$20,000 or more)

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

\_\_\_\_\_

Village Manager

Date

### **SCOPE OF SERVICES**

**The proposed services consist of ecological restoration services at Cherry Hill Pond and Creekside Ditch, including vegetation management, site preparation, native planting installations, regular landscape maintenance and stewardship for the naturalized area.**

**Proposal Title:  
VILLAGE OF TINLEY PARK  
Cherry Hill Pond and Creekside Ditch Restoration**

**Dated: January 30th, 2024**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

*(To be provided by Contractor prior to Award of Contract)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> DSP Insurance Services, Inc. 1900 E. Golf Road Suite 650 Suite 650 Schaumburg IL 60173	<b>CONTACT NAME:</b> Marie Vera <b>PHONE (A/C, No, Ext):</b> (847) 934-6100 <b>E-MAIL ADDRESS:</b> mvera@dspins.com <b>FAX (A/C, No):</b> (847) 934-6186														
<b>INSURED</b> V3 Construction Group, Ltd., V3 Construction Trades, Ltd. 7325 Janes Avenue Suite 100 Woodridge IL 60517	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B: Continental Casualty Company</td><td>20508</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Continental Casualty Company	20508	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **MV** **CERTIFICATE NUMBER:** Cert ID 40625 (158) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab</b> <input checked="" type="checkbox"/> <b>XCU Included</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Also Per Location		41PKG1990101	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 BI/PD Ded. \$5,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		41PKG1990101	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		41UFP1990101	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod Compl Ops Agg \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	41WCI1990101	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Temp Leased/Rented Equip</b>		7037021231	01/01/2024	01/01/2025	Limit per Item Deductible \$5,000 \$ 500,000 \$

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

RE: Cherry Hill Pond and Creekside Ditch Restoration

The following are included as Additional Insured according to policy terms, conditions and exclusions, when required by written contract to the General Liability: The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorney.

Notice of Cancellation: See policy endorsement form for policy terms, conditions and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Tinley Park  
16250 Oak Park Ave  
Tinley Park IL 60477

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NAMED INSURED: V3 CONSTRUCTION GROUP LTD.  
POLICY NUMBER: 41PKG1990101  
EFFECTIVE DATE: 01/01/2024

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

NAMED INSURED: V3 CONSTRUCTION GROUP LTD.  
POLICY NUMBER: 41PKG1990101  
EFFECTIVE DATE: 01/01/2024

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b> ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.</p>
<p><b>Location And Description of Completed Operations:</b></p>
<p><b>Additional Premium:</b> INCL</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART

**A. Cancellation** (Common Policy Conditions) is replaced by the following:

**Cancellation**

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
2. We may cancel this Policy by mailing to you, at your last mailing address known to us, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice. If we cancel:
  - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
  - b. For a reason other than nonpayment of premium, we will mail the notice at least:
    - (1) 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.
    - (2) 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.
3. If this Policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. The Policy was obtained through a material misrepresentation;
  - c. Any insured has violated any of the terms and conditions of the Policy;
  - d. The risk originally accepted has measurably increased;
  - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
  - f. A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.
4. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

# Form A

Subcontractors, if any, who will Perform Work on this Project

[illegible]

## Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[illegible]

Full Name	Title	Email
	Field Ecologist III	
	Project Manager II	
	Field Ecologist I	
	Field Technician	
	Field Ecologist I	
	Field Technician	
	Ecological Restoration Manager	
	Ecological Equipment Operator	
	Project Manager I	
	Seasonal Field Technician	
	Project Manager I	
	Field Ecologist III	
	Field Ecologist III	
	Field Ecologist I	
	Senior Restoration Ecologist/Sr Project Manager	
	Field Ecologist II	
	Field Technician I	
	Field Ecologist II	
	Field Ecologist II	
	Seasonal Field Technician	
	Field Ecologist II	
	Field Ecologist III	
	Seasonal Field Technician	
	Field Technician	
	Field Ecologist I	
	Senior Project Manager	
	Field Technician	
	Seasonal Field Technician	
	Seasonal Field Technician	
	Seasonal Field Technician	
	Field Ecologist I	
	Ecological Operator	
	Restoration Superintendent	
	Field Ecologist II	
	Field Technician	
	Field Technician I	
	Seasonal Field Technician	
	Field Ecologist II	
	Field Ecologist II	
	Field Ecologist I	
	Field Technician	
	Seasonal Field Technician	

\* All are employees of V3 Construction Group

## Form C

### Additional Information Required

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

[illegible]



# ATWATER PHASE ONE NATIVE PLANTING

NAPERVILLE, ILLINOIS



After



Before



## CLIENT

Pulte Home Corporation

Reference: Ty Morris, 847.230.5400

Ty.Morris@PulteGroup.com

1900 E. Golf Road, Suite 300  
Schaumburg, Illinois 60173



## SERVICES

- The Atwater Subdivision contains more than 90 acres of nature preserve protected by a conservation easement containing portions regulated by DuPage County and the USACE.
- The 300-home subdivision was constructed on 204 acres of a former golf course. The open space includes naturalized detention basins, stream and riparian environments, wetland, woodland, savanna and prairie ecosystems. Almost four miles of paved path meanders throughout the development allowing the public to access the naturalized environment that connects the subdivision.
- V3 was hired by Pulte Home Corporation to seed more than 60 acres of low-profile prairie, low-profile meadow, wet to mesic prairie, wet meadow and wet prairie areas that were created by the developer. In addition, more than 30,000 native wetland plugs were installed to stabilize shorelines and vegetate emergent wetland areas. During construction any large boulders or cut down trees were saved to create 150 habitat structures located throughout the conservation easement.
- Following prairie and wetland creation, V3 conducted ongoing ecological management including mechanical and chemical weed control, mowing and weed whipping, prescribed burning, selective tree and brush clearing as well as supplemental seeding.
- Following sign off from the regulatory agencies the developer will transfer management of the native spaces to the Atwater Homeowners Association which will be managed by The Conservation Foundation.

- *Chemical & Mechanical Weed Control*
- *Erosion Control Installations*
- *Management, Monitoring & Reporting*
- *Native Plant Installation*
- *Native Seeding*
- *Native Shoreline Stabilization*
- *Prescribed Burning*
- *Tree Clearing*



# GRAY WILLOWS WETLAND MITIGATION BANK

CAMPTON HILLS, ILLINOIS



## CLIENT

V3 Wetland Restoration LLC &  
Campton Township

Reference: Josh Nelson, 630.387.1016  
joshnelson@camptontownship.com

4N498 Town Hall Road  
St. Charles, Illinois 60175



## VALUE

Construction Cost: \$2,829,000



## SERVICES

- *Wetland Delineation & Assessment*
- *Topographic Mapping*
- *Drain Tile Survey*
- *Wetland Mitigation Design*
- *Stream Restoration & Bank Stabilization Design*
- *USACE Wetland Permitting*
- *Hydrologic & Hydraulic Analysis*
- *IDNR-OWR Floodway Permitting*
- *Tree Clearing*
- *Chemical & Mechanical Weed Control*
- *Earthwork*
- *Erosion Control Installation*
- *Drainage Structure Installation*
- *Shoreline Stabilization*
- *Native Seeding & Planting (150,000 plugs)*
- *Tree & Shrub Installation*
- *Prescribed Burning*
- *Management, Monitoring, & Reporting*

- The Gray Willows Wetland Mitigation Bank involves the design, permitting, construction and ecological management of 95 acres of open space owned by Campton Township.
- The property is comprised of existing wetlands, Ferson Creek, agricultural areas, oak-dominated woodland and savanna, and ravines.
- The mitigation bank provides 52.37 acres of wetland mitigation credits. The credits will be derived from 32 acres of wetland creation, 16 acres of wetland enhancement, four acres of stream restoration, 27 acres of woodland and savanna enhancement and 17 acres of prairie restoration. For purposes of the wetland mitigation design and related ecological management, 12 vegetation management zones have been identified throughout the 95.76 acres of the wetland mitigation bank.
- The mitigation bank approval process began with the preparation and submittal of the wetland mitigation bank prospectus to the USACE and the Interagency Review Team, which includes the US Fish and Wildlife Service and the USEPA. Upon review and approval of the prospectus, the wetland mitigation bank instrument (MBI) was prepared. The MBI was approved in April 2017 and is the legal document for the establishment, operation and use of the mitigation bank.
- Implementation of the mitigation bank began in 2018, with preseeding weed control, tile removal and minor grading. Installation of 150,000 plant plugs and seeding occurred in spring of 2019, which initiated the five-year management and monitoring period (2019 – 2023). The Adaptive Planting and Seeding Plan shows the communities installed based on post-tile removal hydrology conditions. This Adaptive Planting and Seeding Plan added several new plant communities and revised many of the species lists and quantities originally proposed.
- The wetland hydrology standards were achieved in 2019 and the interim vegetation performance standards were achieved in 2020, both of which resulted in credit releases. Based on 2021 monitoring results, the third year of the management period, all of the wetland reestablishment areas achieved the five-year performance standards.



# SPRING BROOK TRIBUTARY NO. 2 MEANDER PROJECT

NAPERVILLE, ILLINOIS



## CLIENT

Forest Preserve District of DuPage  
County

Reference: Nicholas Fuller,  
630.933.7224

[nfuller@dupageforest.org](mailto:nfuller@dupageforest.org)

3 S 580 Naperville Road  
Wheaton, Illinois 60189



## SERVICES

- V3 was selected by the Forest Preserve District of DuPage County to implement this 100-acre creek and wetland restoration project.
- The project consisted of the removal of a dam to convert an open water area into vegetative wetland, restoring the channelized Springbrook Creek into a natural creek system, creating wetland and prairie within the riparian zone of the new creek formation, and enhancing the surrounding degraded woodlands and upland landscapes.
- V3 conducted all the site construction and restoration seeding and planting in 2019, 2020, and 2021. The seeding and planting consisted of establishing six different plant communities at the site, which V3 redesigned based on the constructed conditions.
- V3 is currently conducting the vegetation management for a seven-year period to achieve project performance standards.

- *Vegetation Management*
- *Construction Layout*
- *Record Drawings*
- *Mass Grading*
- *Excavation*
- *Shoreline Stabilization*
- *Aggregate Placement*
- *Boulder & Stone Placement*
- *Erosion Control Installations*
- *Storm Sewer Installation*
- *Native Seeding*
- *Native Plug Planting*

Item II:

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

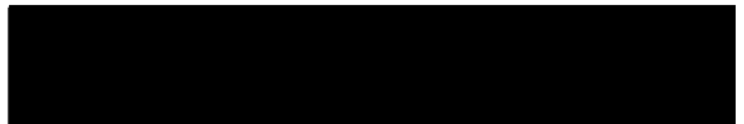
Date	Law	Determination	Penalty
N/A			

STATE OF ILLINOIS        )  
COUNTY OF COOK        )       SS  
COUNTY OF WILL        )

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-043, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND V3 CONSTRUCTION GROUP, LTD. FOR CHERRY HILL POND & CREEKSIDE DITCH RESTORATION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of April, 2024.

A large black rectangular redaction box covering the signature of the Village Clerk.

VILLAGE CLERK