

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0741

Innoprise Contract #:

Year: 2014

Amount: \$3,500,000.00

Department: Dev Services - Kurt Corrigan

Contract Type: AIA Document A133 - Construction Management

Contractors Name: V3 Construction Group, Ltd.

Contract Description: LaGrange Road Corridor Enhancements - Construction Management

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

February 25, 2014

Mr. Michael Famiglietti, P.E.
V3 Construction Group, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517

RE: *NOTICE TO PROCEED*
LaGrange Road Corridor Enhancement

Dear Mr. Famiglietti:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of February 17, 2014.

Your contact from the Village for this project is Kurt Corrigan at 708-403-6123.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated February 17, 2014 in an amount not to exceed Three Million Five Hundred Thousand and No/100 (\$3,500,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Kurt Corrigan

AIA Document A133™ - 2009

Modified Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee.

AGREEMENT made as of the 17TH day of FEBRUARY in the year 2014.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

**Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462**

and the Construction Manager:
(Name, legal status and address)

**V3 Construction Group, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517**

for the following Project:
(Name and address or location)

LaGrange Road Corridor Enhancement

The Architect:
(Name, legal status and address)

The Owner's Designated Representative:
(Name, address and other information)

**Mr. Kurt Corrigan
Transportation Engineering Manager
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
(708) 403-6155**

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Construction Manager's Designated Representative:
(Name, address and other information)

Michael Famiglietti, P.E.
V3 Construction Group, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract, Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. References to "General Conditions" in this document shall mean the modified AIA A201-2007 *General Conditions of the Contract for Construction*, a copy of which is attached hereto as APPENDIX A. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.1.1 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Owner and a Contractor or Subcontractor or any third party, or (2) between any persons or entities other than the Owner and Construction Manager, including but not limited to any consultant retained by the Owner to inspect the Work.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Construction Manager shall perform its services under this Agreement in accordance with the standard of care and skill for Construction Managers at Risk experienced in the construction management of similar projects.

§1.2.3 The Construction Manager's Project Team consists of the following key personnel:

Senior Project Manager – Keith Butkus, P.E.
Resident Engineer – Peter Sathissarat, P.E.

The Owner selected the Construction Manager after interviewing its Project Team and, in part, because of their collective experience and talents. Construction Manager agrees that there will be no change in the Project Team personnel set forth above except as otherwise requested or approved by Owner or as may result from such personnel leaving their employ or other circumstances beyond the reasonable control of Construction Manager. Should circumstances beyond the reasonable control of the Construction Manager result in changes to this Project Team, the Construction Manager shall submit the credentials of the Construction Manager's proposed replacement team member for the Owner's approval, which approval shall not be unreasonably withheld.

§ 1.3 General Conditions

The general conditions of the contract shall be as set forth in the A201-2007, as amended by the SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT attached hereto as APPENDIX A and made a part hereof, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager. The term "Contract Sum" shall mean the agreed Total Construction Cost as set forth in EXHIBIT A attached hereto and made a part hereof.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Deleted

§2.2.1 through §2.2.8 Deleted

§ 2.2.9 Owner is a tax exempt entity under the laws of the State of Illinois. Owner shall, as part of its undertakings under this Agreement, provide to the Construction Manager all certificates of exemptions and tax exempt numbers needed to entitle Construction Manager/Contractor and Subcontractors to purchase materials and other items to be used on the work or incorporated into the work on a tax exempt basis, said exemption specifically to include but not to be limited to the "Illinois Retailer Occupation Tax" (Sales Tax). Construction Manager shall provide such certificates to the subcontractors.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase. The Contract Time shall be measured from the date of commencement.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's issuance of a Notice to Proceed.

§ 2.3.1.3 The Construction Manager shall establish and timely submit for Owner review:

- .1 Project cost control procedures;
- .2 Project reporting procedures;
- .3 Project Manual;
- .4 Quality Management Program; and
- .5 Staffing Plan for the Construction period.

§ 2.3.2 Administration

§ 2.3.2.1 All Work shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. All contracts shall provide that the Subcontractor shall comply with the provisions of the Illinois Prevailing Wage Act, 820 ILCS (30/.01, et seq.) The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. Unless specifically requested by Owner in writing, no bids will be publicly advertised nor publicly opened. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner. Owner's Representative and/or consultant have the right to be present during the bid opening, and to view the bids as received and opened. The Owner shall then determine, with the advice of the Construction Manager, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 When a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner not later than one week after the meeting, for review and approval of the Owner.

§ 2.3.2.6 Deleted

§ 2.3.2.6.1 The Construction Manager shall update the Project Construction Schedule with current activities of Subcontractors on the Project, including processing of Shop Drawings and similar required submittals and delivery of products requiring long lead time procurement. Construction Manager shall include the Project occupancy requirements showing portions of the Project having occupancy priority, if any are established with the Owner. Construction Manager shall update and reissue the Project Construction Schedule monthly to show current conditions and revisions required by actual experience. Submission of such updated schedules shall be a condition to Owner’s payment of monthly Applications for Payment. Construction Manager shall maintain the progress of all Work in accordance with the approved Project Construction Schedule, and to ensure all work meets the approved plans and specifications for the Project.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and shall provide this information in its monthly reports to the Owner, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 The Construction Manager shall provide administrative, management and related services as required to coordinate the Work of Subcontractors with each other and with the activities and responsibilities of Owner, and Consultants where applicable, to complete the Project in accordance with the Contract Documents. The Construction Manager shall supervise and coordinate all aspects of the Project with all authorities, governmental agencies and utility companies who may be involved in the Project. The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. The Construction Manager shall take all reasonable steps necessary to enforce agreements with Subcontractors for the benefit of Owner.

§ 2.3.2.10 The Construction Manager shall prepare a construction staging plan setting forth construction

scheduling, lay down areas and storage, trailer areas, trailer locations, priorities as to site use, ingress/egress and other similar site logistic matters for the Project.

§2.3.2.11 Construction Manager shall be fully responsible for and shall obtain satisfactory performance from each of the Subcontractors against the Project schedule, and the each of its Subcontractor's timely performance and compliance with the Drawings and Specifications. Construction Manager shall consult with Owner regarding available courses of action when material requirements of a Subcontract are not being fulfilled and the non-performing party will not take satisfactory corrective action that is satisfactory to the Construction Manager.

§ 2.3.2.12 Construction Manager shall maintain, revise and issue monthly Cost vs. Budget Reports, which shall set forth actual and projected costs for the Project. Construction Manager shall incorporate approved changes to the Work as they occur and shall develop cash flow reports and forecasts as needed by Owner. Construction Manager shall submit to Owner a form of Anticipated Cost Report for use on the Project for Owner's review, comment and acceptance. Upon acceptance by Owner, the form of Cost vs. Budget Report shall establish the standard for detail required for the remainder of the Project.

§ 2.3.2.9.13 The Anticipated Cost Report will show actual costs for completed activities and estimates for uncompleted tasks and will identify variances between actual and budgeted or estimated costs. Construction Manager shall advise Owner whenever projected costs exceed budgets or estimates and provide cost saving measures to negate budget deficits.

§ 2.3.2.14 Construction Manager shall be responsible for all construction operations performed by its subcontractors and those employed by subcontractors or Construction Manager. Construction Manager shall coordinate the safety programs for the Project. Except as to means, methods and processes directed by the Owner, Construction Manager shall be solely responsible to Owner for the adequacy of all construction means, methods, techniques and procedures employed by Construction Manager or its Subcontractors in the performance of the Work, and for coordinating all portions of the Work to be performed.

§ 2.3.2.15 Construction Manager shall provide information so that the Owner may apply for and obtain all necessary and required building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Subcontractors. Owner shall timely provide all record drawings, specifications and other information required to obtain such permits. With respect to permits that Subcontractors are required to obtain, Construction Manager shall require all such Subcontractors to obtain those permits before they commence their work. Construction Manager shall verify that applicable fees and assessments for all permits have been paid. Construction Manager shall obtain, with Owner's assistance, approval from authorities having jurisdiction over the Project, after having achieved Substantial Completion.

§ 2.3.2.16 Construction Manager shall immediately notify Owner in writing of any inaccuracies of which Construction Manager may become aware in any surveys or other documentation describing the physical characteristics, legal limitations, and utility locations for the Project Site.

§ 2.3.2.17 Construction Manager shall assist Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Construction Manager shall supervise and coordinate its services with those provided by Owner's Consultants.

§ 2.3.2.18 Construction Manager shall develop and establish, for Owner's benefit, a quality assurance control system in order that the standards of construction called for, specified, or drawn are met. Construction Manager shall coordinate all testing provided by others as required by the technical sections of the Specifications and/or required by governing bodies charged with inspecting the Work for compliance with applicable building codes, and/or as required by applicable building codes and shall warrant that all such Work shall comply with the Drawings and Specifications for the Project. Construction Manager shall keep an accurate record of all tests, inspections conducted, findings, and test reports, and shall make them available to the Owner for review and copying.

§2.3.2.19 Construction Manager shall perform the Work in accordance with the requirements of the Contract Documents and shall assure that the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents. Construction Manager shall endeavor to protect Owner against defects in the Work, shall warrant the Work is free from all defects, and shall correct at its expense all defects.

§ 2.3.2.20 Construction Manager shall receive from each Subcontractor and review for conformance with the Contract Documents and construction coordination and submit to Owner all Shop Drawings, Product Data, Samples, As-Built Drawings and other submittals. Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples, As-Built Drawings and other submittals, and shall assure that the approved Project Construction Schedule shall include acceptable dates for the preparation, submission, processing and review of Shop Drawings and other required submittals.

§2.3.2.21 Construction Manager shall maintain at the Project Site, on a current basis: A record copy of all Drawings, specifications and Addenda in good order and marked to record all changes made during construction; Change Order Logs and other Modifications; Shop Drawing Logs; Shop Drawings; Product Data; Samples; As-Built Drawings; submittals; applicable handbooks; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of the Work. Construction Manager is responsible for preparing and submitting the marked-up Drawings. The As-Built Drawings shall be prepared by using such version of AutoCad as agreed to by Owner and Construction Manager.

§ 2.3.2.22 Construction Manager shall arrange for delivery and storage, protection and security for Subcontractor furnished/ installed and Owner-furnished/contractor-installed materials, systems and equipment which are a part of the Project until such items are satisfactorily incorporated into the Project.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to the Construction Phase.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 as modified shall apply to the Construction Phase.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness of any changes in the Owner's request for the Project, regarding requirements for and limitations on the Project.

§ 3.1.2 Deleted

§ 3.1.3 Deleted

§ 3.1.4 **Structural Tests, Surveys and Reports.** The Owner may furnish any information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. To the extent that the information was generated by or prepared for the Owner, as opposed to prepared for an independent third party or governmental agency, and except to the extent that the Construction Manager knows or reasonably should have known of any inaccuracy, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties concerning the site.

§ 3.1.4.2 Deleted

§ 3.1.4.3 Deleted

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner has designated a representative identified on the first page of this Agreement as the Owner's representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or

Work of the Construction Manager. Construction Manager shall timely advise Owner of all known time requirements and restraints with respect to such approvals and decisions that are not identified on the Project Schedule. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

ARTICLE 4 Deleted

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 Deleted

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee shall be SIX PERCENT (6%) of the Cost of the Work as defined in Section 6.1.1.

§ 5.1.1.1 The Construction Manager's fee shall include all insurance required of Construction Manager under the Contract Documents. Construction Manager's site supervision, Performance Bond and Payment Bond are to be considered part of the General Condition items and are specifically independent of this fee.

§ 5.1.2 Deleted

§ 5.1.3 Deleted

§ 5.1.4 Deleted

§ 5.1.5 Deleted

§ 5.2 Deleted

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Owner may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Deleted

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 Deleted

§ 5.3.5 Deleted

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Work shall be defined as only those items identified in EXHIBIT A. Such costs shall be at rates not higher than those stated in the TOTAL CONSTRUCTION COST (EXHIBIT A) except with prior

written consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost.

§ 6.2 Labor Costs

§ 6.2.1 Construction Manager will employ no construction trade workers for this project.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel are compensated as part of the TOTAL CONSTRUCTION COST.

§ 6.2.3

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. The Construction Manager shall not, directly or indirectly, enter into any contract, purchase order or other agreement ("Arrangement") in connection with the Work with (a) any individual related by affinity or consanguinity within the third degree to any individual who is an owner or employee of the Construction Manager; or (b) any entity that controls, is controlled by or is under common control with the Construction Manager (each a "Related Party", unless such Arrangement has been approved in writing by the Owner, after full disclosure in writing "Related Party"), unless such Arrangement has been approved in writing by the Owner, after full disclosure in writing by the Construction Manager to the Owner of such affiliated or relationship and all details relating to the proposed Agreement. The term "control," as used in the immediately preceding sentence, means, with respect to a corporation or a limited liability company, the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights attributable to that corporation or limited liability company and, with respect to any individual, partnership trust, association or other entity, the power, directly or indirectly, to direct or cause the direction of the management or policies of the controlled person or entity, through voting rights, contractual rights or otherwise. The terms of any such Arrangement must conform to the requirements of the Contract Documents. If any Related Party undertakes any such Arrangement must conform to the requirements of the Contract Documents. If any Related Party undertakes any such portion of the Work pursuant to an Arrangement with the Construction Manager, such Arrangement shall provide for the right to audit all of the books and records pertaining to the Work undertaken by such Related Party, which audit may be undertaken by the Owner or its representative at any time. All savings under any Arrangement shall be applied to reduce the Cost of the Work under this Agreement, and no profit or fee shall be payable to any such Related Party except as approved in advance in writing by the Owner.

§ 6.3.1 For all subcontracts in excess of \$20,000, the Construction Manager shall invite bids from, and enter into contracts and material orders with, only subcontractors and suppliers who have first been qualified by the Construction Manager. After receiving such bids, Construction Manager shall analyze them and make recommendations for awards, accompanying its recommendations with all pertinent data required for decision upon the award, and certifying that, to the best of its knowledge, the bid of the recommended subcontractor or supplier is bona fide, fair and reasonable.

§ 6.3.2 When the Owner has approved the award of any such subcontract or purchase order, Construction Manager shall contract in its own name and behalf, and not in the name or on behalf of the Owner, with the specified subcontractor or supplier. Construction Manager's subcontract and purchase order forms shall provide that Subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Agreement and the Contract Documents.

§ 6.3.3 Construction Manager (with respect to its suppliers, subcontractors) shall provide Owner advance written notice and shall obtain Owner's written approval for any proposed subcontract change order, material purchase order, or other financial commitment in an amount in excess of \$10,000 prior to placing such order or entering into such agreement. It is agreed that sums applicable to any subcontract change order, purchase order or other financial commitment entered into in violation of the above notice and approval requirement shall not be included in the amounts owing to Construction Manager, Subcontractor or Suppliers whether as a Cost of the Work or as reasonable termination costs in the event of termination.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Deleted.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling outside of the Chicago metropolitan area (including Cook County) with the Owner's prior consent in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval and proof of insurance of the stored materials and equipment. Construction Manager will provide to Owner any and all supporting documentation reasonably requested and access to stored materials and equipment.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 6.6.2 The Owner is exempt from federal, state and local sales and excise taxes because it is a public body.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Deleted.

§ 6.6.9 Deleted.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 Except to the extent that they ARE compensated as part of the General Conditions, the Cost of the Work shall not include the items listed below:

- .1 The services and related expenses of any Construction Manager’s officers or home office supervisory personnel and Construction Manager’s personnel in its accounting legal, labor relations, insurance and tax departments and all other costs of doing business, services and related expenses required to maintain and operate Construction Manager’s home offices and any established branch offices, except as listed in the Construction Manager’s proposal and specifically provided in Section 6.2.; Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11; Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract, including, but not limited to, defective or nonconforming Work, disposal of materials and equipment wrongfully supplied, or making good any damage to property;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Rental or lease payments, expenses or allowances related to vehicles for individuals, including the foremen, superintendent and project managers;
- .8 Legal costs, however incurred.
- .9 Amounts the Contract Documents specifically require the Construction Manager to pay, including deductible amounts payable by the Construction Manager under any policy of insurance the Construction Manager is required to provide.
- .10 Costs resulting from theft or vandalism of items that are not part of the Work.
- .11 Drug testing for new hires or current employees, incentive or bonus programs (including safety), accounting and EEO and targeted business compliance staff, safety training or seminars.
- .12 Equipment repair, maintenance or re- calibration costs.
- .13 Off- site file storage.
- .14 Management of warranty work.

- .15 Except as provided in Section 6.1.1, any cost not specifically and expressly described in Section 6.1.
- .16 Costs which this Agreement expressly provides that the Construction Manager shall pay or incur or for which this Agreement expressly provides the Construction Manager shall be solely responsible.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. Such records shall be kept on the basis of generally accepted accounting principles and in accordance with the Contract Documents. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment by the Construction Manager and approved in writing by the Owner and Certificates for Payment and approved by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Payments shall be made pursuant to the Illinois Local Government Prompt Payment Act after receipt by the Owner of the Construction Manager's invoice for the construction draw based upon the percentage of completion applied against the Construction Price, the Owner shall pay to the Construction Manager the total amount, less

retainage when applicable as defined in Paragraph 7.1.7 below, unless there is a dispute about the amount of compensation due the Construction Manager in which case the Owner shall pay the undisputed amount. The date on which payment is due shall be referred to as the "Payment Date".

§7.1.3.1 Notwithstanding anything in Subparagraph 7.1.3 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment due the Construction Manager on behalf of a Subcontractor of any tier jointly payable to the Construction Manager and such Subcontractor. The Construction Manager and such Subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. Any such joint payment shall constitute payment to the Construction Manager, in the full amount of the joint payment, as if such joint payment were made to the Construction Manager alone. In no event shall any joint payment be construed to create any contract between the Owner and a Subcontractor of any tier, obligations from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. Along with each Application for Payment or contemporaneous with payment, Construction Manager shall deliver its general lien waiver for the work covered by the present application and further lien waivers from all Subcontractors on the project waiving liens for Work for which payment was requested by Construction Manager and paid by Owner on the preceding Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values, in the format approved by the Owner and Construction Manager, submitted by the Construction Manager in accordance with the Contract Documents. The Stipulated General Conditions shall also be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Subtract retainage of ten percent (10%) from that portion of the Work that the Construction Manager has subcontracted;
- .2 Subtract the aggregate of previous payments made by the Owner;
- .3 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. Upon approval from the Owner, retainage may be reduced to 5% at substantial completion of the trade contractor scope of work. The Owner shall also allow reduction of retainage, and potentially full payment, for early trade contractors. The Owner shall review and approve, on a case by case basis, any requests for reduction of retainage. No retainage will be held on General Condition items.

§ 7.1.8.1 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted under Illinois law, Owner shall be entitled to withhold up to ten percent (10%) of the Cost of the Work, Construction Manager's Fee, and General Conditions, as statutory retainage, to be held until 30 days following final completion of the Work. Further, Construction Manager shall be required to contract with Subcontractors to withhold up to ten percent (10%) of the contract amount of each of Contractor's subcontracts. Amounts retained may be released to Construction Manager's, Subcontractors only upon Owner's prior written approval.

§ 7.1.8.2 Notwithstanding anything contained in the Contract Documents to the contrary, the Construction Manager shall not be entitled to any progress payment for any Work performed unless the Owner shall have received when due, and approved the following: (i) Insurance Certificates; (ii) Payment & Performance Bonds; and (iii) appropriate waivers of lien from the Construction Manager (current) and all subcontractors and suppliers (in arrears).

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 Deleted

§ 7.1.11 As an express condition precedent to payment, Construction Manager shall submit monthly Applications for Payment to Owner in the form of AIA Document G702 and G703 (an "Application for Payment"), or any other form which the Owner approves prior to commencing work.

§ 7.1.12 As an express condition precedent to payment, Construction Manager shall provide the Owner, as part of each Application for Payment, a current and accurate Sworn Statement in accordance with Section 5 of the Illinois Mechanics Lien Act, and a copy of the updated and/or revised Project Schedule.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager in accordance with the Illinois Government Prompt Payment Act when

- .1 the Construction Manager and its subcontractors have fully performed the specific trade contract scope except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final trade-specific accounting for the Cost of the Work approved by the Owner;
- .3 a Certificate for Payment indicating final amount due to Subcontractor has been approved by the Owner; and
- .4 Construction Manager has satisfied all conditions of final payment, including without limitation, fulfillment of all requirements of Section 9.10 of A201-2007.

The Owner's final payment to the Construction Manager shall be in accordance with the Illinois Government Prompt Payment Act.

§ 7.2.1.1 Final payment shall not be due until Construction Manager has furnished to Owner (1) a Partial Unconditional Waiver of Lien and a Sworn Statement that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which a Subcontractor, Supplier or Subconsultant may make a claim against the Payment Bond and/or for which the Owner might be responsible by virtue of Construction Liens or (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a Full Unconditional Waiver of Lien or a Full Conditional Waiver of Lien, as the case may be, from every Subcontractor, Supplier or Subconsultant that provided labor or materials for the Project certifying they have or will be paid in full from Owner's final payment consistent with the Construction Manager's final Sworn Statement, (3) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until 30 days prior written notice has been given to Owner, (4) a written statement that Construction Manager knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (5) all warranties and guarantees required by the Contract Documents, (6) copies of "as built" drawings and the other submittals required by this Agreement, and (7) if required by Owner, other data establishing payment of satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement, to the extent and in such form as may be designated by Owner. Upon receipt of the Final Payment, Construction Manager shall furnish Owner a Full Unconditional Waiver of Lien for itself and from each of its Subcontractors, material suppliers and Subconsultants to the extent not previously furnished to the Owner. Acceptance of final payment by Construction Manager, a Subcontractor, Subconsultant or Supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment. Construction Manager shall include a similar waiver provision in each of its subcontracts and purchase orders.

Without limiting the generality of the above, the Owner's approval shall be subject to the following non-exclusive requirements:

- a. Achievement of Final Completion of trade contract scope of work, including, but not limited to, receipt of a Certificate of Substantial Completion signed by Owner and Construction Manager.
- b. Owner's receipt and approval of a final Change Order establishing the final Contract Sum, and such Change Order shall include a detailed final accounting of all contingencies, allowances, savings, and costs.
- c. Owner's receipt of written assignment by all Subcontractors and suppliers of material and equipment of all warranties and guarantees in the form provided by the Owner.
- d. Owner's receipt of three (3) copies of any Maintenance Manual issued by any manufacturer and/or supplier.
- e. Owner's receipt of the Project Record reproducible drawing redlined showing all changes.
- f. Owner's receipt of conditional written releases of all liens and/or requests to file Mechanics', material-men's and like liens against the Project, signed by each Subcontractor and material-man who performed labor or furnished materials in connection with the Work. If any Subcontractor or material or equipment supplier refuses to furnish a release or waiver, the Construction Manager shall furnish a bond satisfactory to the Owner to indemnify him against any such possible lien.
- g. Owner's receipt of all deliverables as specified in the Project Specifications and Contract Documents.
- h. If required by the Owner, Owner's receipt of other data establishing payment or satisfaction of all such obligations.
- i. Owner receipt of all keys issued to Construction Manager and subcontractors.

§7.2.1.2 The amount of the final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting
- .2 Subtract amounts, if any, for which the Owner withholds, in whole or in part, a final Certificate Payment as provided in Section 9.5.1 of A201-2007, or other provisions of the Contract Documents.
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.2 The Owner will, within a reasonable period of time after receipt of the Final Application for Payment, either issue a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007.

§ 7.2.3. Pending a final resolution of any amounts in dispute on the Final Application for Payment, the Owner shall pay the Construction Manager the amounts not in dispute and the Construction Manager shall supply appropriate lien waivers therefor.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

§ 7.2.5 Construction Manager's Signature. The signature of the Construction Manager on any Pay Application constitutes the Construction Manager's certification to the Owner that to the best of the Construction Manager's knowledge, (i) the Construction Manager's services listed in the Pay Application have progressed to the level indicated and have been performed as required by this Agreement; (ii) the Construction Manager has paid its Subcontractors, Subconsultants and Suppliers their proportional share of all previous payments received from the Owner; and (iii) the amount requested is currently due and owing.

§7.3 OWNER'S RIGHT OF NON-PAYMENT

§7.3.1 Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any full payment to Construction Manager if any one or more of the following conditions exists:

(a) Construction Manager or Subcontractors is/are in default of any of its/their obligations under this Agreement or otherwise is/are in default under any of the Contract Documents.

(b) Any part of such payment is attributable to services or Work that is defective or is not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to the part thereof attributable to services or Work that is rendered or performed in accordance with the Contract Documents and is not defective.

(c) Construction Manager has failed to make timely payments due and owing to Subcontractors or for material or labor used in the rendering of services or performance of Work for which Owner has made payment to Construction Manager.

§7.3.2 Deleted

§7.3.3 No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Work to which such partial payment relates or to relieve Construction Manager of any of its obligations hereunder with respect thereto.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

For all phases of the Project, the Construction Manager and the Owner shall purchase, provide and maintain at their own expense, until the term of the Contract and during the time period following expiration if Construction Manager is required to return and perform any additional Work, the insurance, and bonds as set forth in Article 11 of AIA Document A201-2007, as modified.

§8.1.1 Property Damage (Builder's Risk)

The Owner shall provide Property Insurance (Builder's Risk) under this Agreement, against loss by theft, destruction, severe weather, etc. The policy must be written to cover losses in the full amount of the replacement value of the Project. The Owner shall bear all deductibles and self-insured retention for such insurance.

§8.1.2 The Owner must furnish the Construction Manager with original Certificates of Insurance for the Builder's Risk policy, or such similar evidence, to be in force before work begins, the Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

§8.1.3 The Construction Manager shall require each Subcontractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from an approved Surety licensed to conduct business in the State of Illinois with an AM Best rating of no less than A-VII. The amount of each bond shall be equal to 100% (one hundred per cent) of the Contract Sum.

§8.1.4 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

§8.1.5 The Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Manager from claims set forth below which may arise out of or result from the Construction Manager's operations and completed operations under the Contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Construction Manager's obligations under Section 3.18.

§8.1.6 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Construction Manager's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§8.1.7 Construction Manager shall maintain statutory workers compensation and employers liability insurance.

§8.1.8 The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

§8.1.9 Construction Manager shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

- .1 CGL insurance shall be written on a standard occurrence form and shall cover liability arising from premises, operations, independent Construction Managers, products-completed operations, and personal injury and advertising injury.
- .2 Owner shall be included as an insured under the CGL. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

- .3 Continuing CGL Coverage. Construction Manager shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$9,000,000 each occurrence for at least 3 years following substantial completion of the Work.
- .4 Continuing CGL insurance shall be written on a standard occurrence form and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.
- .5 Continuing CGL insurance shall have a products-completed operations aggregate of \$2,000,000.

§8.1.20 BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE.

Construction Manager shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Construction Manager shall maintain commercial umbrella liability insurance with limits of \$9,000,000.

§8.1.21 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Construction Manager with reasonable promptness.

§8.1.22 The Construction Manager shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's completed operations.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007.

§9.1.2 Step Mediation Process.

All disputes which arise in connection with, or are related to the Project or this Contract or any claimed breach thereof, ("Dispute") shall be resolved as follows. Upon a Party's written notification to the other Party of a Dispute, which notification must include a written explanation of the Dispute and the material particulars of the notifying Party's position as to the Dispute, the Authorized Representatives shall meet promptly to attempt to settle the Dispute. If the Authorized Representatives are unable to settle the Dispute within seven (7) business days of such meeting, each Party shall nominate one (1) executive representative with the authority to bind such Party. The nominated representatives shall meet not later than ten (10) business days thereafter to attempt in good faith to resolve the Dispute and to produce written terms of settlement for the Dispute (a "**Settlement Agreement**"). A Settlement Agreement executed by each executive representative shall serve as conclusive evidence of the resolution of such Dispute. If the executive representatives do not produce and execute a Settlement Agreement within thirty (30) calendar days after the date of the first written notification of the Dispute, then either Party may pursue all its rights and remedies provided at law or equity or otherwise in this Agreement.

§ 9.2 For any Claim subject to, but not resolved as set forth above, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Litigation in a court of competent jurisdiction

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for or assume responsibility for payment of all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination, up to the amount payable to the Subcontractor under the subcontract.

§ 10.2 Termination

Subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract without cause, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.1 of AIA Document A201–2007.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Deleted

§ 11.3 Governing Law

This Agreement shall be subject to, construed and interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for all disputes shall be any state or federal court located in Cook County, Illinois.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§11.5 ADDITIONAL MISCELLANEOUS PROVISIONS

§11.5.1 If any provision of this Agreement is held to be unenforceable, no other provision shall be affected thereby, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

§11.5.2 The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of the Agreement or the intent of any provision contained herein.

§11.5.3 Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall be hand delivered or sent by e-mail, overnight courier, messenger or registered letter or fax, to the other parties at the address set forth below.

If delivered to Owner:
Kurt Corrigan
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

If delivered to Construction Manager:
Michael Famiglietti
V3 Construction Group, Ltd.
7325 Janes Avenue – Suite 100
Woodridge, IL 60517

With copy to:
E. Kenneth Friker
KLEIN, THORPE AND JENKINS, LTD.
15010 S. Ravinia Ave. – Suite 10
Orland Park, IL 60462

With copy to:

§11.5.4 All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

§11.5.5 Construction Manager is and shall be an independent contractor and shall not be deemed an agent, employee or partner of Owner. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Construction Manager and Owner. The Construction Manager warrants that it presently has no interest, direct or indirect, and shall not acquire any interest which would conflict in any manner with the performance of services required in this Agreement.

§11.5.6 The parties may execute this Agreement in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

§11.5.7 All rights and remedies provided in this Agreement are in addition to all other rights and remedies available at law or in equity.

§11.5.8 Owner and Construction Manager each have full power and authority to enter into this Agreement, and the persons signing on behalf of them are authorized to do so.

§11.8.10 The term "day" as used in this Agreement shall mean a calendar day, unless otherwise stated herein.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.


§ 12.2 The following documents comprise the Agreement:

- .1 Modified AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee
- .2 Modified AIA Document A201-2007, General Conditions of the Contract for Construction, APPENDIX A
- .3 Other documents:
 - .1 EXHIBIT A (2014 BUDGET SUMMARY – EAST CORRIDOR IMPROVEMENTS)
 - .2 Applicable portions, as indicated in EXHIBIT A, of the Norris Design construction plans titled "LaGrange Road Corridor Improvements".
 - .3 Construction Manager's approved standard form subcontract included as APPENDIX B.

(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

**VILLAGE OF ORLAND PARK,
an Illinois municipal corporation**

By: 
OWNER (Signature)
Paul G. Grimes
Village Manager

(Printed name and title)

**V3 CONSTRUCTION GROUP, LTD.,
an Illinois corporation**

By: 
CONSTRUCTION MANAGER (Signature)

MICHAEL FAMIGLIETTI - PRESIDENT
(Printed name and title)



EXHIBIT A
 2014 BUDGET SUMMARY - EAST CORRIDOR IMPROVEMENTS

Client: Mr. Kurt Corrigan
 Village of Orland Park
 14760 Ravinia Avenue
 Orland Park, Illinois 60462
Phone: 708-403-6123
Email: kcorrigan@orland-park.il.us

Job Name: LaGrange Road
 Orland Park, IL
Date of Plans:
Revision Date: 7/2/2013
Date of Estimate: 12/6/2013

SEGMENT ONE		COST
1.00	LANDSCAPING	\$ 205,000.00
2.00	HARDSCAPE & PAVERS	\$ 18,000.00
3.00	MONUMENTATION & WALLS	\$ 142,000.00
4.00	GENERAL CONDITIONS	\$ 297,000.00
5.00	CONTINGENCY (10%)	\$ 66,000.00
SUBTOTAL HARD COSTS & CONTINGENCY		\$ 728,000.00

SEGMENT TWO		COST
1.00	LANDSCAPING	\$ 290,000.00
2.00	HARDSCAPE & PAVERS	\$ 721,000.00
3.00	MONUMENTATION & WALLS	\$ 290,000.00
4.00	GENERAL CONDITIONS	\$ 313,000.00
5.00	CONTINGENCY (12%)	\$ 195,000.00
SUBTOTAL HARD COSTS & CONTINGENCY		\$ 1,809,000.00

SEGMENT THREE		COST
1.00	LANDSCAPING	\$ 175,000.00
2.00	HARDSCAPE & PAVERS	\$ 63,000.00
3.00	MONUMENTATION & WALLS	\$ 158,000.00
4.00	GENERAL CONDITIONS	\$ 299,000.00
5.00	CONTINGENCY (10%)	\$ 70,000.00
SUBTOTAL HARD COSTS & CONTINGENCY		\$ 765,000.00

SUBTOTAL - CONSTRUCTION:		\$ 3,302,000.00
CONSTRUCTION MANAGEMENT FEE (6.0%):		\$ 198,000.00
TOTAL CONSTRUCTION COST:		\$ 3,500,000.00

Note: The unit rates and costs presented herein are for estimating purposes only. The actual contracted rates will be invoiced in accordance with the individual trade contract bid packages that will be issued as part of this contract.



Client: Mr. Kurt Corrigan
 Village of Orland Park
 14700 Ravinia Avenue
 Orland Park, Illinois 601462
 Phone: 708-403-6150
 Email: kcorrigan@orland-park.il.us

1.00	LANDSCAPING	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.10	GROUND COVER				
1.11	Sodding, Salt Tolerant	2,000.0	SY	\$ 4.50	\$ 9,000.00
1.12	Seed & Blanket Installation	9,000.0	SY	\$ 1.50	\$ 13,500.00
1.13	Topsoil Excavation & Placement 6.0"	2,000.0	CY	\$ 15.00	\$ 30,000.00
1.20	PLANT BEDS				
1.21	Topsoil Furnish & Place 24" (Raised Median)	0.0	SY	\$ 18.00	\$ -
1.22	1" Compost (Raised Median)	0.0	SY	\$ 1.85	\$ -
1.23	Topsoil Furnish & Place 5" (Plant Beds)	0.0	SY	\$ 4.00	\$ -
1.24	1" Compost (Plant Beds)	0.0	SY	\$ 1.85	\$ -
1.25	3.0" Hardwood Mulch	0.0	SY	\$ 5.00	\$ -
1.26	Underdrain Installation	0.0	LF	\$ 18.00	\$ -
1.30	SHADE TREE INSTALLATION				
1.31	SHH - Gleditsia triacanthos in. 'Shademaster' (2.5" DBH)	37.0	EACH	\$ 290.00	\$ 10,730.00
1.32	ORB - Quercus rubra (2.5" DBH)	4.0	EACH	\$ 325.00	\$ 1,300.00
1.33	ABM - Acer x freemanii 'Jeffersred' (AB) (2.5" DBH)	35.0	EACH	\$ 295.00	\$ 10,325.00
1.34	AFA - Acer x freemanii 'Armstrong' (AM) (2.5" DBH)	13.0	EACH	\$ 275.00	\$ 3,575.00
1.35	UVF - Ulmus americana 'Valley Forge' (2.5" DBH)	31.0	EACH	\$ 300.00	\$ 9,300.00
1.36	BUL - Tilia americanana 'Boulevard' (2.5" DBH)	23.0	EACH	\$ 275.00	\$ 6,325.00
1.37	GPS - Ginkgo biloba 'Princeton Sentry' (2.5" DBH)	12.0	EACH	\$ 420.00	\$ 5,040.00
1.40	ORNAMENTAL TREE INSTALLATION				
1.41	PCR - Prunus virginiana 'Canada Red' (2.5" DBH)	11.0	EACH	\$ 275.00	\$ 3,025.00
1.42	MDW - Malus x 'Donald Wyman' (2.5" DBH)	0.0	EACH	\$ 250.00	\$ -
1.43	TCH - Crataegus crus-galli inermis (2.5" DBH)	0.0	EACH	\$ 200.00	\$ -
1.44	MLA - Malus 'Adams' (2.5" DBH)	5.0	EACH	\$ 250.00	\$ 1,250.00
1.50	EVERGREEN TREE INSTALLATION				
1.51	BHS - Picea glauca 'Densata' 8.0'	0.0	EACH	\$ 250.00	\$ -
1.60	SHRUBS, GRASSES & PERENNIALS				
1.61	Deciduous Shrub - Medium	15.0	EACH	\$ 40.00	\$ 600.00
1.62	Deciduous - Small	0.0	EACH	\$ 20.00	\$ -
1.63	Grasses - Large	0.0	EACH	\$ 15.00	\$ -
1.64	Grasses - Small	0.0	EACH	\$ 12.00	\$ -
1.65	Perennials	0.0	SF	\$ 7.00	\$ -
1.70	ADDITIONAL ITEMS				
1.71	Supply Planting Soil for Trees (.40CY / EACH)	62.0	CY	\$ 50.00	\$ 3,100.00
1.72	Spoil Removal & Disposal	62.0	CY	\$ 35.00	\$ 2,170.00
1.73	Plant Establishment (1 YEAR)	0.33	LSUM	\$ 40,000.00	\$ 13,200.00
1.74	Electrical System Complete	0.25	LSUM	\$ 150,000.00	\$ 37,500.00
1.75	Irrigation System Complete	0.15	LSUM	\$ 300,000.00	\$ 45,000.00
SUBTOTAL					\$ 204,940.00
2.00	HARDSCAPE & PAVERS				
2.10	SITE AMENITIES				
2.11	Ornamental Fence - 4.0'	0.0	LF	\$ 50.00	\$ -
2.12	Ornamental Fence - 18"	58.0	LF	\$ 50.00	\$ 2,900.00
2.20	MEDIAN/PARKWAY BRICK PAVERS				
2.21	Median Curbage Walk (2.0' Wide)	0.0	SF	\$ 8.00	\$ -
2.22	Median Paver Band	0.0	SF	\$ 8.00	\$ -
2.23	Paver Edge	0.0	LF	\$ 4.00	\$ -
2.24	4" PCC Base Course W/ 5" Agg. Base	0.0	SF	\$ 5.75	\$ -
2.25	Aggregate Base Installation Complete (6.0")	0.0	SY	\$ 9.00	\$ -
2.30	INTERSECTION CORNERS				
2.31	Herringbone Paver Type 'B'	850.0	SF	\$ 10.00	\$ 8,500.00
2.32	4" PCC Base Course W/ 5" Agg. Base	850.0	SF	\$ 5.30	\$ 4,505.00
2.33	Aggregate Base Installation Complete (6.0")	0.0	SY	\$ 9.00	\$ -
2.34	Standard 5" PCC Walk W/ 6" Aggregate Base	0.0	SF	\$ 6.00	\$ -
2.35	Colored 5" PCC Walk W/ 6" Aggregate Base	265.0	SF	\$ 9.00	\$ 2,385.00
SUBTOTAL					\$ 18,290.00



Client: Mr. Kurt Corrigan
 Village of Orland Park
 14700 Ravinia Avenue
 Orland Park, Illinois 60462
 Phone: 708-403-6150
 Email: kcorrigan@orland-park.il.us

3.00	MONUMENTATION & WALLS	QUANTITY	UNIT	UNIT PRICE	TOTAL
3.10	PRECAST				
3.11	Medallion - 24" x 24" Median Column	0.0	EACH	\$ 175.00	\$ -
3.12	Ledge - Monument/ Wall/ Planter Urn Base	0.0	LF	\$ 40.00	\$ -
3.13	Ledge - Standard and Secondary Column	96.0	LF	\$ 40.00	\$ 3,840.00
3.14	8" Precast PCC Veneer - Median Wall	0.0	LF	\$ 50.00	\$ -
3.15	Concrete Veneer - Monument Wall	76.0	LF	\$ 50.00	\$ 3,800.00
3.16	Concrete Veneer - Median Column	0.0	LF	\$ 50.00	\$ -
3.17	Cap - Standard/ Secondary Median Columns	4.0	EACH	\$ 850.00	\$ 3,400.00
3.18	Cap - Monument/ Median Walls	38.0	LF	\$ 55.00	\$ 2,090.00
3.19	Panel Inset Sign	2.0	EACH	\$ 1,200.00	\$ 2,400.00
3.20	LIMESTONE				
3.21	Machine Smooth - Column Veneer	96.0	SF	\$ 105.00	\$ 10,080.00
3.30	BRICK VENEER				
3.31	Median Walls	0.0	SF	\$ 90.00	\$ -
3.32	Median Columns	0.0	SF	\$ 90.00	\$ -
3.33	Monument Columns	140.0	SF	\$ 90.00	\$ 12,600.00
3.34	Monument Walls	350.0	SF	\$ 90.00	\$ 31,500.00
3.36	Formliner Wall Stained	4,000.0	SF	\$ 12.00	\$ 48,000.00
3.37	Anti Graffiti Coating - Formliner Wall	4,000.0	SF	\$ 2.50	\$ 10,000.00
3.38	Anti Graffiti Coating - Masonry Wall	490.0	SF	\$ 2.50	\$ 1,225.00
3.40	STRUCTURAL CONCRETE				
3.41	PCC Wall & Footing	13.0	CY	\$ 1,000.00	\$ 13,000.00
				SUBTOTAL	\$ 141,935.00
4.00	GENERAL CONDITIONS	QUANTITY	UNIT	UNIT PRICE	TOTAL
4.10	DESIGN SERVICES				
4.11	Layout Erosion Cntrl & Set Base Station	1.0	LSUM	\$ 4,500.00	\$ 4,500.00
4.12	Layout Plant Material	0.23	LSUM	\$ 5,000.00	\$ 1,650.00
4.13	Layout Hardscape	0.25	LSUM	\$ 20,000.00	\$ 5,000.00
4.14	LA Design Phase Services	0.10	LSUM	\$ 84,000.00	\$ 8,400.00
4.20	CONSTRUCTION SERVICES				
4.21	Site Supervision / RE Services & Coordination	0.10	LSUM	\$ 1,200,000.00	\$ 120,000.00
4.21.a	Site Superintendent				
4.21.b	Project / Resident Engineer				
4.21.c	Project Estimator (bid packaging)				
4.21.d	Estimating Technician (qty take-off, exhibits)				
4.21.e	Contract Administrator (monthly trade invoicing)				
4.22	Performance & Payment Bond	0.33	LSUM	\$ 35,000.00	\$ 11,550.00
4.23	Testing	0.10	LSUM	\$ 25,000.00	\$ 2,500.00
4.24	Staging/Storage Yard	0.10	LSUM	\$ 150,000.00	\$ 15,000.00
4.25	IDOT Contractor Provisions	1.00	LSUM	\$ 20,000.00	\$ 20,000.00
4.26	Record Grading & Utility Drawings	0.33	LSUM	\$ 10,000.00	\$ 3,300.00
4.27	Temporary Site Protection Fencing	1,000.0	LF	\$ 6.00	\$ 6,000.00
4.28	Traffic Control & Signage	0.33	LSUM	\$ 100,000.00	\$ 33,000.00
4.29	Electronic Message Boards Full Duration	1.0	EACH	\$ 15,000.00	\$ 15,000.00
4.30	Site Accessibility (Railings, Ramps, Etc.)	1.0	LSUM	\$ 10,000.00	\$ 10,000.00
4.31	Site Sanitary Facilities	9.0	MTH	\$ 350.00	\$ 3,150.00
4.32	Erosion Control Provisions	1.0	LSUM	\$ 15,000.00	\$ 15,000.00
4.33	Dust Control	0.33	LSUM	\$ 15,000.00	\$ 4,950.00
4.34	Street Sweeping	150.0	HOURL	\$ 120.00	\$ 18,000.00
				SUBTOTAL	\$ 297,000.00



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1.00	LANDSCAPING	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.10	GROUNDCOVER				
1.11	Sodding, Soil Tolerant	2,000.0	SY	\$ 4.50	\$ 9,000.00
1.12	Seed & Blanket Installation	13,000.0	SY	\$ 1.50	\$ 19,500.00
1.13	Topsoil Excavation & Placement 6.0"	3,000.0	CY	\$ 15.00	\$ 45,000.00
1.20	PLANT BEDS				
1.21	Topsoil Furnish & Place 24" (Raised Median)	0.0	SY	\$ 18.00	\$ -
1.22	1" Compost (Raised Median)	0.0	SY	\$ 1.85	\$ -
1.23	Topsoil Furnish & Place 5" (Plant Beds)	0.0	SY	\$ 4.00	\$ -
1.24	1" Compost (Plant Beds)	0.0	SY	\$ 1.85	\$ -
1.25	3.0" Hardwood Mulch	0.0	SY	\$ 5.00	\$ -
1.26	Underdrain Installation	0.0	LF	\$ 18.00	\$ -
1.30	SHADE TREE INSTALLATION				
1.31	SHA - Gleditsia triacanthos in. 'Shademaster'	27.0	EACH	\$ 290.00	\$ 7,830.00
1.32	QRB - Quercus rubra	6.0	EACH	\$ 325.00	\$ 1,950.00
1.33	ABM - Acer x freemanii 'Jeffersred'	33.0	EACH	\$ 295.00	\$ 9,735.00
1.34	AFA - Acer x freemanii 'Armstrong'	6.0	EACH	\$ 275.00	\$ 1,650.00
1.35	UVI - Ulmus americana 'Valley Forge'	19.0	EACH	\$ 300.00	\$ 5,700.00
1.36	BUL - Tilia americana 'Boulevard'	20.0	EACH	\$ 275.00	\$ 5,500.00
1.37	GPS - Ginkgo biloba 'Princeton Sentin'	4.0	EACH	\$ 420.00	\$ 1,680.00
1.40	ORNAMENTAL TREE INSTALLATION				
1.41	PCR - Prunus virginiana 'Canada Red'	0.0	EACH	\$ 275.00	\$ -
1.42	MDW - Malus x 'Donald Wyman'	0.0	EACH	\$ 250.00	\$ -
1.43	TCII - Crataegus crus-galli inermis	0.0	EACH	\$ 200.00	\$ -
1.44	MLA - Malus 'Adams'	0.0	EACH	\$ 250.00	\$ -
1.50	SHRUBS, GRASSES & PERENNIALS				
1.51	Deciduous - Small	39.0	EACH	\$ 20.00	\$ 780.00
1.52	Evergreen - Medium	17.0	EACH	\$ 45.00	\$ 765.00
1.53	Grasses - Large	209.0	EACH	\$ 15.00	\$ 3,135.00
1.54	Grasses - Small	0.0	EACH	\$ 12.00	\$ -
1.55	Perennials	195.0	SF	\$ 7.00	\$ 1,365.00
1.60	ADDITIONAL ITEMS				
1.61	Supply Planting Soil for Trees (40CY EACH)	46.0	CY	\$ 50.00	\$ 2,300.00
1.62	Spoil Removal & Disposal	46.0	CY	\$ 35.00	\$ 1,610.00
1.63	Furnish & Install Structural Soil	275.0	CY	\$ 110.00	\$ 30,250.00
1.64	Plant Establishment (1 YEAR)	0.43	LSUM	\$ 60,000.00	\$ 19,800.00
1.65	Electrical System Complete	0.25	LSUM	\$ 250,000.00	\$ 62,500.00
1.66	Irrigation System Complete	0.15	LSUM	\$ 400,000.00	\$ 60,000.00
					SUBTOTAL \$ 290,050.00
2.00	HARDSCAPE & PAVERS				
2.10	SITE AMENITIES				
2.11	Bench	0.0	EACH	\$ 1,800.00	\$ -
2.12	Ornamental Fence - 4"	74.0	LF	\$ 50.00	\$ 3,700.00
2.13	Ornamental Fence - 18"	77.0	LF	\$ 35.00	\$ 2,695.00
2.14	Tree Paver Grate - 48"	72.0	EACH	\$ 1,500.00	\$ 108,000.00
2.15	Trash Receptacles	0.0	EACH	\$ 1,400.00	\$ -
2.16	Precast Planter 1.0m	0.0	EACH	\$ 2,000.00	\$ -
2.20	MEDIAN/PARKWAY BRICK PAVERS				
2.21	Median Curb Walk (2.0' Wide)	0.0	SF	\$ 8.00	\$ -
2.22	Median Paver Band	0.0	SF	\$ 8.00	\$ -
2.23	Parkway Paver Bands	17,600.0	SF	\$ 8.00	\$ 140,800.00
2.24	Parkway Curb Walk	24,700.0	SF	\$ 8.00	\$ 197,600.00
2.25	8"x12" PCC Edge Restraint (Doweled)	550.0	LF	\$ 18.00	\$ 9,900.00
2.26	Paver Edge	0.0	LF	\$ 4.00	\$ -
2.27	4" PCC Base Course W/ 5" Agg. Base	42,300.0	SF	\$ 5.30	\$ 224,190.00
2.28	Aggregate Base Installation Complete (6.0")	0.0	SY	\$ 9.00	\$ -
2.30	INTERSECTION CORNERS				
2.31	Herringbone Paver Type 'B'	1,275.0	SF	\$ 10.00	\$ 12,750.00
2.32	4" PCC Base Course W/ 5" Agg. Base	1,275.0	SF	\$ 5.30	\$ 6,757.50
2.33	Aggregate Base Installation Complete (6.0")	0.0	SY	\$ 9.00	\$ -
2.34	Standard 5" PCC Walk W/ 6" Aggregate Base	0.0	SF	\$ 0.00	\$ -
2.35	Colored 5" PCC Walk W/ 6" Aggregate Base	1,650.0	SF	\$ 9.00	\$ 14,850.00
					SUBTOTAL \$ 721,242.50



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 Village of Orland Park
 14700 Ravinia Avenue
 Orland Park, Illinois 60462
 Phone: 708-403-6150
 Email: kcorrigan@orland-park.il.us

3.00 MONUMENTATION & WALLS		QUANTITY	UNIT	UNIT PRICE	TOTAL
3.10 PRECAST					
3.11	Medallion - 2' x 2' Primary Monument	0.0	EACH	\$ 500.00	\$ -
3.12	Medallion - 12.5"X12.5" Median Column	0.0	EACH	\$ 175.00	\$ -
3.13	Ledge - Monument Wall Planter Urn Base	0.0	LF	\$ 40.00	\$ -
3.14	Ledge - Primary Monument	154.0	LF	\$ 40.00	\$ 6,160.00
3.15	Ledge - Standard and Secondary Column	160.0	LF	\$ 40.00	\$ 6,400.00
3.16	Concrete Veneer - Median Wall	0.0	LF	\$ 50.00	\$ -
3.17	Concrete Veneer - Monument Wall	154.0	LF	\$ 50.00	\$ 7,700.00
3.18	Concrete Veneer - Median Column	0.0	LF	\$ 50.00	\$ -
3.19	Concrete Veneer - Secondary Column	48.0	LF	\$ 50.00	\$ 2,400.00
3.20	Cap - Standard Secondary Median Columns	10.0	EACH	\$ 850.00	\$ 8,500.00
3.21	Cap - Monument Median Wall	125.0	LF	\$ 55.00	\$ 6,875.00
3.22	Cap - Planter Urn Base	0.0	EACH	\$ 3,500.00	\$ -
3.23	Panel Inset Sign	0.0	EACH	\$ 1,200.00	\$ -
3.30 LIMESTONE					
3.31	Machine Smooth - Column Veneer	64.0	SF	\$ 105.00	\$ 6,720.00
3.32	Machine Smooth - Planter Wall Veneer	84.0	SF	\$ 105.00	\$ 8,820.00
3.33	Rockface Finish - Primary Monument	0.0	SF	\$ 120.00	\$ -
3.40 BRICK VENEER					
3.41	Median Walls	0.0	SF	\$ 90.00	\$ -
3.42	Median Columns	0.0	SF	\$ 90.00	\$ -
3.43	Monument Columns	400.0	SF	\$ 90.00	\$ 36,000.00
3.44	Monument Walls	640.0	SF	\$ 90.00	\$ 57,600.00
3.45	Planter Urn Base	0.0	SF	\$ 90.00	\$ -
3.46	Primary Monument Aluminum Cap	0.0	EACH	\$ 17,000.00	\$ -
3.47	Primary Monument LED Light, Electrical and Controller	0.0	LSUM	\$ 5,000.00	\$ -
3.48	Formliner Wall Stained	8,000.0	SF	\$ 12.00	\$ 96,000.00
3.49	Anti Graffiti Coating - Formliner Wall	8,000.0	SF	\$ 2.50	\$ 20,000.00
3.50	Anti Graffiti Coating - Masonry Wall	1,040.0	SF	\$ 2.50	\$ 2,600.00
3.60 STRUCTURAL CONCRETE					
3.61	PCC Wall & Footing - Median Walls	24.0	CY	\$ 1,000.00	\$ 24,000.00
SUBTOTAL					\$ 289,775.00
4.00 GENERAL CONDITIONS		QUANTITY	UNIT	UNIT PRICE	TOTAL
4.10 DESIGN SERVICES					
4.11	Layout Erosion Ctrl & Set Base Station	1.0	LSUM	\$ 4,500.00	\$ 4,500.00
4.12	Layout Plant Material	0.33	LSUM	\$ 5,000.00	\$ 1,650.00
4.13	Layout Hardscape	0.25	LSUM	\$ 40,000.00	\$ 10,000.00
4.14	LA Design Phase Services	0.10	LSUM	\$ 84,000.00	\$ 8,400.00
4.20 CONSTRUCTION SERVICES					
4.21	Site Supervision - RE Services & Coordination	0.10	LSUM	\$ 1,200,000.00	\$ 120,000.00
4.21.a	Site Superintendent				
4.21.b	Project - Resident Engineer				
4.21.c	Project Estimator (bid packaging)				
4.21.d	Estimating Technician (qty take-off exhibits)				
4.21.e	Contract Administrator (monthly trade invoicing)				
4.22	Performance & Payment Bond	0.33	LSUM	\$ 35,000.00	\$ 11,550.00
4.23	Testing	0.10	LSUM	\$ 25,000.00	\$ 2,500.00
4.24	Staging Storage Yard	0.10	LSUM	\$ 150,000.00	\$ 15,000.00
4.25	IDOT Contractor Provisions	1.00	LSUM	\$ 20,000.00	\$ 20,000.00
4.26	Record Grading & Utility Drawings	0.33	LSUM	\$ 10,000.00	\$ 3,300.00
4.27	Temporary Site Protection Fencing	4,000.0	LF	\$ 6.00	\$ 24,000.00
4.28	Traffic Control & Signage	0.33	LSUM	\$ 125,000.00	\$ 41,250.00
4.29	Electronic Message Boards Full Duration	0.0	EACH	\$ 15,000.00	\$ -
4.30	Site Accessibility (Railings, Ramps, Etc.)	1.0	LSUM	\$ 10,000.00	\$ 10,000.00
4.31	Site Sanitary Facilities	9.0	MONTH	\$ 350.00	\$ 3,150.00
4.32	Erosion Control Provisions	1.0	LSUM	\$ 15,000.00	\$ 15,000.00
4.33	Dust Control	0.33	LSUM	\$ 15,000.00	\$ 4,950.00
4.34	Street Sweeping	150.0	HOUR	\$ 120.00	\$ 18,000.00
SUBTOTAL					\$ 313,250.00



Client: Mr. Kurt Corrigan
 Village of Orland Park
 14700 Ravinia Avenue
 Orland Park, Illinois 60462
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 Email: keorrigan@orland-park.il.us

PROJECT: V3 CONSTRUCTION GROUP - ORLAND PARK, ILLINOIS

1.00	LANDSCAPING	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.10	GROUND COVER				
1.11	Sodding, Salt Tolerant	2,000.0	SY	\$ 4.50	\$ 9,000.00
1.12	Seed & Blanket Installation	6,000.0	SY	\$ 1.50	\$ 9,000.00
1.13	Topsoil Excavation & Placement 6.0"	2,000.0	CY	\$ 15.00	\$ 30,000.00
1.20	PLANT BEDS				
1.21	Topsoil Furnish & Place 5" (Plant Beds)	30.0	SY	\$ 4.00	\$ 120.00
1.22	1" Compost (Plant Beds)	30.0	SY	\$ 1.85	\$ 55.50
1.23	3.0" Hardwood Mulch	30.0	SY	\$ 5.00	\$ 150.00
1.30	SHADE TREE INSTALLATION				
1.31	SHA - Glehnstia triacanthos in. 'Shademaster'	9.0	EACH	\$ 290.00	\$ 2,610.00
1.32	QRB - Quercus rubra	2.0	EACH	\$ 325.00	\$ 650.00
1.33	ABM - Acer x freemanii 'Jeffersred'	21.0	EACH	\$ 295.00	\$ 6,195.00
1.34	AFA - Acer x freemanii 'Armstrong'	0.0	EACH	\$ 275.00	\$ -
1.35	UVF - Ulmus americana 'Valley Forge'	19.0	EACH	\$ 300.00	\$ 5,700.00
1.36	BUJ - Tilia americana 'Boulevard'	10.0	EACH	\$ 275.00	\$ 2,750.00
1.37	GPS - Ginkgo biloba 'Princeton Sentry'	5.0	EACH	\$ 420.00	\$ 2,100.00
1.40	ORNAMENTAL TREE INSTALLATION				
1.41	PCR - Prunus virginiana 'Canada Red'	0.0	EACH	\$ 275.00	\$ -
1.42	MDW - Malus x 'Donald Wyman'	6.0	EACH	\$ 250.00	\$ 1,500.00
1.43	TCH - Crataegus erus-galli inermis	0.0	EACH	\$ 200.00	\$ -
1.44	MIA - Malus 'Adams'	0.0	EACH	\$ 250.00	\$ -
1.50	EVERGREEN TREE INSTALLATION				
1.51	BHS - Picea glauca 'Densata'	35.0	EACH	\$ 250.00	\$ 8,750.00
1.60	SHRUBS, GRASSES & PERENNIALS				
1.61	Deciduous - Large	33.0	EACH	\$ 45.00	\$ 1,485.00
1.62	Deciduous - Small	0.0	EACH	\$ 20.00	\$ -
1.63	Evergreen - Medium	8.0	EACH	\$ 45.00	\$ 360.00
1.64	Evergreen - Small	0.0	EACH	\$ 35.00	\$ -
1.65	Grasses - Large	170.0	EACH	\$ 15.00	\$ 2,550.00
1.66	Grasses - Small	41.0	EACH	\$ 12.00	\$ 492.00
1.70	ADDITIONAL ITEMS				
1.71	Supply Planting Soil for Trees (40CY EACH)	35.6	CY	\$ 50.00	\$ 1,780.00
1.72	Spoil Removal & Disposal	35.6	CY	\$ 35.00	\$ 1,246.00
1.73	Furnish & Install Structural Soil	0.0	CY	\$ 110.00	\$ -
1.74	Plant Establishment (1 YEAR)	0.3	LSUM	\$ 40,000.00	\$ 13,200.00
1.75	Electrical System Complete	0.3	LSUM	\$ 150,000.00	\$ 37,500.00
1.76	Irrigation System Complete	0.2	LSUM	\$ 250,000.00	\$ 37,500.00
				SUBTOTAL	\$ 174,693.50
2.00	HARDSCAPE & PAVERS	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.10	SITE AMENITIES				
2.11	Ornamental Fence - 4'	166.0	LF	\$ 50.00	\$ 8,300.00
2.12	Ornamental Fence - 18"	37.0	LF	\$ 35.00	\$ 1,295.00
2.13	Tree Pavet Grate - 48"	15.0	EACH	\$ 1,500.00	\$ 22,500.00
2.14	Trash Receptacles	0.0	EACH	\$ 1,400.00	\$ -
2.20	MEDIAN/PARKWAY BRICK PAVERS				
2.21	Median Carriage Walk (2.0' Wide)	0.0	SF	\$ 10.50	\$ -
2.22	Median Paver Band	0.0	SF	\$ 10.50	\$ -
2.23	Parkway Paver Bands	73.0	SF	\$ 10.50	\$ 766.50
2.24	Parkway Carriage Walk	0.0	SF	\$ 10.50	\$ -
2.25	8"x12" PCC Edge Restraint (Doweled)	86.0	LF	\$ 18.00	\$ 1,548.00
2.26	Paver Edge	0.0	LF	\$ 4.00	\$ -
2.27	4" PCC Base Course W/ 5" Aggr. Base	73.0	SF	\$ 5.30	\$ 386.90
2.28	Aggregate Base Installation Complete (6.0")	0.0	SY	\$ 9.00	\$ -
2.30	INTERSECTION CORNERS				
2.31	Herringbone Paver, Type 'B'	1,450.0	SF	\$ 10.00	\$ 14,500.00
2.32	4" PCC Base Course W/ 5" Aggr. Base	1,450.0	SF	\$ 5.30	\$ 7,685.00
2.33	Aggregate Base Installation Complete (6.0")	0.0	SY	\$ 9.00	\$ -
2.34	Standard 5" PCC Walk W/ 6" Aggregate Base	760.0	SF	\$ 6.00	\$ 4,560.00
2.35	Colored 5" PCC Walk W/ 6" Aggregate Base	154.0	SF	\$ 9.00	\$ 1,386.00
				SUBTOTAL	\$ 62,927.40



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3.00	MONUMENTATION & WALLS	QUANTITY	UNIT	UNIT PRICE	TOTAL
3.10	PRECAST				
3.11	Ledge - Monument Wall Planter Urn Base	74.0	LF	\$ 40.00	\$ 2,960.00
3.12	Ledge - Standard and Secondary Column	160.0	LF	\$ 40.00	\$ 6,400.00
3.13	Concrete Veneer - Monument Wall	74.0	LF	\$ 50.00	\$ 3,700.00
3.14	Concrete Veneer - Secondary Column	64.0	LF	\$ 50.00	\$ 3,200.00
3.15	Cap - Standard Secondary Median Columns	10.0	EACH	\$ 850.00	\$ 8,500.00
3.16	Cap - Monument Median Wall	58.0	LF	\$ 55.00	\$ 3,190.00
3.20	LIMESTONE				
3.21	Machine Smooth - Column Veneer	32.0	SF	\$ 105.00	\$ 3,360.00
3.22	Machine Smooth - Planter Wall Veneer	42.0	SF	\$ 105.00	\$ 4,410.00
3.30	BRICK VENEER				
3.31	Monument Columns	400.0	SF	\$ 90.00	\$ 36,000.00
3.32	Monument Walls	333.0	SF	\$ 90.00	\$ 29,970.00
3.33	Primary Monument LED light, Electrical & Controller	0.0	LSUM	\$ 5,000.00	\$
3.34	Formliner Wall Stained	2,500.0	SF	\$ 12.00	\$ 30,000.00
3.35	Anti Graffiti Coating - Formliner Wall	2,500.0	SF	\$ 2.50	\$ 6,250.00
3.36	Anti Graffiti Coating - Masonry Wall	733.0	SF	\$ 2.50	\$ 1,832.50
3.40	STRUCTURAL CONCRETE				
3.41	PCC Wall & Footing - Median Walls	18.0	CY	\$ 1,000.00	\$ 18,000.00
				SUBTOTAL	\$ 157,772.50
4.00	GENERAL CONDITIONS	QUANTITY	UNIT	UNIT PRICE	TOTAL
4.10	DESIGN SERVICES				
4.11	Layout Erosion Cntrl & Set Base Station	1.0	LSUM	\$ 4,500.00	\$ 4,500.00
4.12	Layout Plant Material	0.33	LSUM	\$ 5,000.00	\$ 1,650.00
4.13	Layout Hardscape	0.33	LSUM	\$ 20,000.00	\$ 6,600.00
4.14	LA Design Phase Services	0.10	LSUM	\$ 84,000.00	\$ 8,400.00
4.20	CONSTRUCTION SERVICES				
4.21	Site Supervision RL Services & Coordination	0.10	LSUM	\$ 1,200,000.00	\$ 120,000.00
	4.21.a Site Superintendent				
	4.21.b Project Resident Engineer				
	4.21.c Project Estimator (bid packaging)				
	4.21.d Estimating Technician (qty take-off, exhibits)				
	4.21.e Contract Administrator (monthly trade invoicing)				
4.22	Performance & Payment Bond	0.33	LSUM	\$ 35,000.00	\$ 11,550.00
4.23	Testing	0.10	LSUM	\$ 25,000.00	\$ 2,500.00
4.24	Staging Storage Yard	0.10	LSUM	\$ 150,000.00	\$ 15,000.00
4.25	IDOT Contractor Provisions	1.00	LSUM	\$ 20,000.00	\$ 20,000.00
4.26	Record Grading & Utility Drawings	0.33	LSUM	\$ 10,000.00	\$ 3,300.00
4.27	Temporary Site Protection Fencing	1,000.0	LF	\$ 6.00	\$ 6,000.00
4.28	Traffic Control & Signage	0.33	LSUM	\$ 100,000.00	\$ 33,000.00
4.29	Electronic Message Boards Full Duration	1.0	EACH	\$ 15,000.00	\$ 15,000.00
4.30	Site Accessibility (Railings, Ramps, Etc.)	1.0	LSUM	\$ 10,000.00	\$ 10,000.00
4.31	Site Sanitary Facilities	9.0	MTU	\$ 350.00	\$ 3,150.00
4.32	Erosion Control Provisions	1.0	LSUM	\$ 15,000.00	\$ 15,000.00
4.33	Dust Control	0.33	LSUM	\$ 15,000.00	\$ 4,950.00
4.34	Street Sweeping	150.0	HOURL	\$ 120.00	\$ 18,000.00
				SUBTOTAL	\$ 298,600.00

