



May 19, 2017

Mr. Richard Rittenbacher  
Village of Orland Park  
Public Works Department  
15655 Ravinia Avenue  
Orland Park, IL 60462

**VIA Email:** [RRittenbacher@orlandpark.org](mailto:RRittenbacher@orlandpark.org)

Re: Proposal for Professional Services  
Harlem Avenue – From 159<sup>th</sup> Street to 151<sup>st</sup> Street  
Street Light Maintenance Project  
Romeoville, Illinois

Dear Mr. Rittenbacher:

On behalf of V3 Companies of Illinois, Ltd. (V3), we are pleased to submit this proposal for professional engineering services on the above referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which sets forth the contractual elements of this agreement, will constitute the entire agreement between the Village of Orland Park (Village) and V3 for services on this project.

## **I. Introduction**

The project limits will include Harlem Avenue from 159<sup>th</sup> Street to 151<sup>st</sup> Street in Orland Park, Illinois. As part of the Village's street lighting maintenance plan, it is our understanding that the scope of work will include: replacing the wiring for the street lights, replacing the street lighting controller, adding weatherproof receptacles and associated wiring, and providing the project data in a GIS format compatible with the Village's GIS system. There are a total of 43 street lights within the project limits. The Village is requesting design engineering services for permitting the project through IDOT.

## **II. Scope of Services**

The following tasks are V3's proposed scope of services on this project.

### Task 1: Topographic Survey

V3 will perform a surface topographic survey of approximately 5,200 feet of Harlem Avenue from 159<sup>th</sup> Street to 151<sup>st</sup> Street. The survey area shall include the entire right-of-way of Harlem Avenue and shall extend 10 feet beyond the right-of-way on either side. The scale of the survey will be as necessary to show all topographic information in a clear and legible manner. Pavement types such as concrete, asphaltic concrete, gravel, etc. will be indicated. Surface topographic survey shall include all visible improvements such as; street lights, utilities, manholes, mailboxes signs, trees, landscape area, traffic signals, etc. Utilities shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s design stage process, if available.

Right-of-way lines shall be established from existing monumentation and record drawings provided by the Village.

The topographic survey will not include elevations and utility invert data.

#### Task 2: Data Collection & Review

1. Obtain all available reports, as-built plans, right-of-way plans, mapping, surveys, aerials, and GIS data from the Village.
2. Conduct a field assessment of the lighting system. The field assessment will include, but not be limited to: an inventory of the lighting system, efficiency and functionality of the system, inspection of each street light pole, fixture, and foundation noting any damage, impacts to local businesses, and identification of any potential concerns or conflicts. V3 will summarize the findings and provide recommendations for the project.
3. The field data will be collected electronically using smart phones or tablets and the ArcGIS mobile application through WiFi or cellular networks. The field data will be synchronized with the GIS data provided by the Village and updated accordingly. The updated GIS data file will be submitted to the Village.
4. Perform voltage drop calculations and determine wire sizes for the existing street lights and new receptacles. Determine the number of circuits and breaker sizes to accommodate the new system.
5. It is assumed that the new lighting controller will be installed in close proximity to the existing lighting controller. Coordinate the power service location with ComEd and prepare the necessary forms on the Village's behalf.

#### Task 3: Phase II Engineering Plans, Specifications & Estimate (PS&E)

1. Phase II engineering plans will be prepared in accordance to IDOT standards. The engineering plans will be prepared by or under the supervision of an Illinois registered Professional Engineer. The plans will consist of the following sheets.
  - Title Sheet
  - Index of Sheets and General Notes
  - Summary of Quantities
  - Removal Plans
  - Street Lighting and Electrical Plans
  - Street Lighting and Electrical Details
  - District One Standard Details
  - IDOT Standard Details
2. V3 will prepare specifications and special provisions for the project. IDOT District 1 Electrical Special Provisions and any Village special provisions will be included in the document.
3. V3 will prepare an engineer's opinion of probable construction costs for the project utilizing Village unit prices (if available) and pay item reports from IDOT's website.
4. The PS&E will be submitted to the Village for review. V3 will revise the documents as necessary based on the Village's review.



#### Task 4: IDOT Permit Coordination

1. After the Village's review described in Task 3, the PS&E will be submitted to IDOT.
2. V3 will serve as the Village's representative in coordination with IDOT to obtain the necessary approvals and permit for the project.
3. V3 will prepare a disposition of comments letter for each IDOT review. It is assumed that a maximum of three submittals to IDOT will be required and any additional submittals to IDOT beyond that will be considered additional services.
4. V3 will assist the CLIENT in completing the Highway Permit Form, the Highway Permit Bond Form, and the Traffic Control Authorization Form.

#### Task 5: Meetings

V3 will schedule and attend meetings as necessary throughout the project and will prepare meeting minutes as necessary. It is anticipated that meetings will be required for, but not be limited to, the following:

- Project kick-off meeting with the Village;
- Progress, design, and submittal meetings with the Village and/or IDOT; and
- Utility coordination meetings.

A maximum of four meetings is included under this task.

#### Task 6: Project Bidding

If requested by the Village, once the final plans and specifications are approved by the Village and IDOT, V3 will:

1. Obtain the electronic copies of the Village's up-front bid documents and prepare a project manual for bidding in accordance to Village's requirements that will include instructions to bidders, required bid submission documents, and any other pertinent information.
2. Provide a list of potential qualified bidders to the Village.
3. Attend a pre-bid meeting.
4. Issue any addendums to prospective bidders as required to interpret or clarify the Bid Documents.
5. Address any RFI's during bidding phase.
6. Attend the bid opening meeting.
7. Assist the Village in reviewing contractor bid proposals and recommend award of contract.

### **III. Extent of Agreement**

This agreement is for street lighting and electrical design engineering services as described above. If additional tasks are required, those services will be the subject of additional services or separate agreements. Furthermore, this agreement does not include services for:

- Temporary street lighting plans;
- Photometric analysis;



- Street light fixture and pole upgrades;
- Roadway or traffic signal design services;
- Structural design services;
- Meetings in addition to those specified above;
- Wetland, geotechnical, archaeological, environmental services, or CCDD testing;
- Utility improvements, extensions, or relocation to eliminate conflicts with the proposed improvements;
- Items related to right-of-way needs, additional coordination, and unforeseen activities;
- Permit fees and bonds; and
- Construction administration, construction engineering services, construction staking, or post construction services for as-built surveys and project acceptance by IDOT.

#### IV. Compensation

For the aforementioned Scope of Services, V3 shall be paid the following lump sum fees.

Task 1: Topographic Survey	\$ 6,000
Task 2: Data Collection and Review	\$ 4,000
Task 3: Phase II Engineering Plans, Specifications & Estimate (PS&E)	\$ 9,500
Task 4: IDOT Permit Coordination	\$ 2,000
Task 5: Meetings	\$ 2,000
Task 6: Project Bidding	\$ 1,750
Total:	<u>\$25,250</u>

In addition to the professional services fees set forth above, V3 shall be compensated for 100% of reimbursable expenses such as mileage, printing, postage, messenger service, and other similar project-related items. Expenses are estimated to not exceed \$750.

If Additional Services are required, they will be subject to a separate agreement. No additional services will be performed without prior written approval from the Village.

The CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the project.

#### V. Miscellaneous Contractual Items

If the terms of this agreement are found to be satisfactory, please sign this agreement in the space provided and return one signed copy to our office. Receipt of the signed authorization will serve as our Notice to Proceed for this work.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

If the Village or other interested parties request design data in electronic format, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in electronic form.



## VI. Summary

This agreement, together with the General Terms and Conditions attached hereto, represents the entire understanding between the Village and V3. V3 will initiate its services promptly upon receipt of the Village's acceptance of this proposal.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,  
V3 Companies of Illinois, Ltd.



Michael J. Rechterik, P.E., PTOE  
Senior Project Manager



Vincent J. Del Medico, P.E.  
Director of Transportation & Municipal  
Engineering

Accepted for:  
VILLAGE OF ORLAND PARK

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachments: General Terms and Conditions





## **V3 COMPANIES GENERAL TERMS AND CONDITIONS**

### **1. CLIENT'S RESPONSIBILITIES**

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

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

### **2. CONSULTANT'S RESPONSIBILITIES**

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

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

### **3. TERMS OF PAYMENT**

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

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

### **4. SUSPENSION OF SERVICES**

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

### **5. TERMINATION**

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

### **6. ATTORNEY'S FEES**

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

### **7. REUSE OF DOCUMENTS**

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

## **8. INSURANCE**

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

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

## **9. FACSIMILE TRANSMISSIONS.**

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

## **10. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

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

## **11. INDEMNIFICATION**

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

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

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

## **12. WAIVER OF CONTRACT BREACH**

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

## **13. LIMITATION OF LIABILITY**

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

## **14. CONTROLLING LAW**

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

## **15. CONSTRUCTION STAKING PROVISIONS**

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