

## Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0091

Multi Year:

Amount \$835,700.00

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Contract Type:

Professional Services

Contractor's Name:

V3 Companies of Illinois Ltd

Contractor's AKA:

Execution Date:

2/18/2009

Termination Date:

Renewal Date:

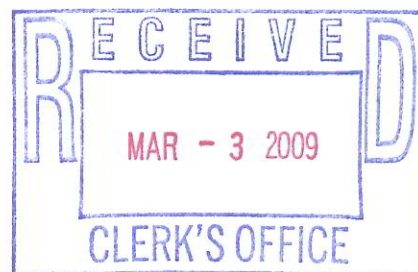
Department:

Public Works

Originating Person:

Pete Casey

Contract Description: 143rd & LaGrange Rd. Construction Oversight



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

March 3, 2009

Mr. Tom Valaitis  
V3 Companies of Illinois Ltd.  
7325 Janes Avenue, Suite 100  
Woodridge, IL 60517

**RE: *NOTICE TO PROCEED***  
***Professional Engineering Services – 143<sup>rd</sup> and LaGrange Road Construction Oversight***

Dear Mr. Valaitis:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and certifications in order for work to commence on the above stated project. Please contact Pete Casey at 708-403-6357 to schedule the commencement of work.

The Village has processed Purchase Order #052393 for this contract/service (see attached). It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. 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 18, 2009 in an amount not to exceed Eight Hundred Thirty Five Thousand Seven Hundred and No/100 (\$835,700.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Pete Casey

# BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable  
 14700 Ravinia Avenue  
 Orland Park, Illinois 60462-3167  
 Phone: (708) 403-6180  
 Fax: (708) 403-9212



Page: 1

Purchase Order Number: 052393

Purchase Order Date: 03/03/09

## PURCHASE ORDER

To:

V3 COMPANIES OF ILLINOIS LTD  
 7325 JANES AVENUE  
 WOODRIDGE, IL 60517

Ship to:

VILLAGE OF ORLAND PARK  
 -----  
 -----, IL -----

Vendor No.		Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.			Sales Tax Exempt # E9998 1807 05	
9791						
Deliver By	Vendor Phone Number	Vendor Fax Number	Terms			
02/23/09	TEL# (630) 724-9200	FAX# (630) 724-9802	NET			
Confirm To		Confirm By		Requisitioned By		
MOBILE 630-291-0064		JUDY KONOW		P. CASEY/L. SAMBOR		
Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date	
		05400004998480		54653	02/23/09	
Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost	
1	835700.00	DL	143RD STREET AND LAGRANGE ROAD INTERSECTION IMPROVEMENT. PROFESSIONAL CIVIL ENGINEERING SERVICES AND CONSTRUCTION OVERSIGHT.	1.0000	835700.00	
				SUB-TOTAL	835700.00	
				TOTAL	835700.00	
			REMARKS:			
			BOARD APPROVED 2/16/09 2009-0091			

Authorized By:

*Judy Konow*

Faxed: \_\_\_\_\_

Phoned: \_\_\_\_\_

Mailed: 3/3/09

*dcd*

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
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Edward G. Schussler III  
Patricia Gira

February 18, 2009

Tom R. Valaitis  
V3 Companies of Illinois Ltd.  
7325 Janes Avenue, Suite 100  
Woodridge, Illinois 60517

**NOTICE OF AWARD – 143<sup>rd</sup> & LaGrange Road Improvement Construction Oversight**

Dear Mr. Valaitis:

This notification is to inform you that on February 16, 2009, the Village of Orland Park Board of Trustees approved awarding V3 Companies of Illinois Ltd. the contract in accordance with the proposal you submitted dated February 4, 2009, for 143<sup>rd</sup> & LaGrange Road Improvement Construction Oversight for an amount not to exceed Eight Hundred Thirty Five Thousand Seven Hundred and No/100 (\$835,700.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 4, 2009.

1. Enclosed is the Contract for 143<sup>rd</sup> & LaGrange Road Improvement Construction Oversight. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. We will use the certifications signed under the Design Engineering contract dated February 18, 2009.
3. We do have a current Certificate of Insurance on file, so a new one is not needed for this contract.

**Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
*Denise Domalewski*  
Contract Administrator

cc: Pete Casey

**VILLAGE OF ORLAND PARK**  
**143<sup>rd</sup> & LaGrange Construction Oversight**  
**(Contract for Professional Engineering Services)**

This Contract is made this **18th day of February, 2009** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and V3 Companies of Illinois Ltd. (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES,”) the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- This Contract
- The Terms and Conditions
- The Proposal dated, February 4, 2009, as it is responsive to the VILLAGE’s requirements
- All Certifications required by the Village
- Certificates of Insurance

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

*Provide professional civil resident engineering services and construction oversight of the 143<sup>rd</sup> Street and LaGrange Road Intersection Improvement Project*

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL COST: For an amount not to exceed Eight Hundred Thirty Five Thousand Seven Hundred and No/100 (\$835,700.00) Dollars.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations

involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion. This Contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

**To the CONTRACTOR:**

Tom R. Valaitis  
V3 Companies of Illinois Ltd.  
7325 Janes Avenue, Suite 100  
Woodridge, Illinois 60517  
Telephone: 630-724-9200  
Facsimile: 630-724-9202  
e-mail: [tvalaitis@v3co.com](mailto:tvalaitis@v3co.com)

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat

appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.


**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.


**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 13: COUNTERPARTS** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE  
By:   
Print Name: Paul G. Grimes  
Its: Village Manager  
Date: 2/26/09

FOR: THE CONTRACTOR  
By:   
Print Name: TOM R. VALANTIS  
Its: DIRECTOR, CONST. DIVISION  
Date: 2/19/09



**VILLAGE OF ORLAND PARK  
PROFESSIONAL ENGINEERING SERVICES  
V3 COMPANIES OF ILLINOIS  
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
  
2. **Responsibility of the Engineer:** 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 Village and any other party concerning the Project, the Engineer 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 Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another 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 Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer 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 Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **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.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer'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. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **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 substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **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.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.


**BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:**

**V3 COMPANIES OF ILLINOIS (ENGINEER)**

By:  2/19/09  
Officer Date

Print Name: Tom R. VALAITIS

**VILLAGE OF ORLAND PARK**

By:  2/26/09  
Officer Date

Print Name: Paul G. Ginnes



February 4, 2009

Mr. Paul Grimes  
Village Manager  
Village of Orland Park  
14650 Ravinia Avenue  
Orland Park, IL 60462

Re: Proposal for Professional Engineering Services  
143<sup>rd</sup> & LaGrange Improvements - Resident Engineering  
Orland Park, Illinois

Dear Mr. Grimes,

On behalf of V3 Companies of Illinois, Ltd., we are pleased to submit this proposal for civil engineering services for 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 set forth the contractual elements of this agreement, will constitute an agreement between V3 Companies of Illinois, Ltd. (V3) and the Village of Orland Park (CLIENT) for services on this project.

#### **1.0 Project Understanding**

V3 is under contract to prepare and update plans that we had previously prepared to 90% completion for the full intersection improvements at LaGrange Road and 143<sup>rd</sup> Street. The following is a list of the general parameters of the project:

- the anticipated length of the project is 4800 linear feet;
- the project limits along 143<sup>rd</sup> Street extend from the railroad right of way on the west to approx. 400 feet east of Lagrange Road;
- the project limits along LaGrange Road extend from 144<sup>th</sup> Place on the south to the railroad viaduct on the north;
- the design of the intersection of 143<sup>rd</sup> Street and LaGrange Road includes dual left turn lanes and right turn lanes on all four legs of the intersection;
- traffic signal improvements will be required at the intersections of LaGrange Road and 143<sup>rd</sup> Street; 143<sup>rd</sup> Street and Ravinia Avenue; and, LaGrange Road and 142<sup>nd</sup> Street;
- the median areas on the north, south and west legs of the improvements shall be designed to include gateway level landscaping;
- utility construction includes the addition of a new watermain along LaGrange Road and 143<sup>rd</sup> Street;
- new roadway lighting shall be constructed along the project limits;
- the construction of the watermain improvements will be bid and permitted as a separate project which is expected to be constructed during the fall of 2009. The roadway and related components of the work will be constructed during the 2010 construction season with restoration work being completed in spring of 2011; and
- the anticipated construction cost for this work is approx. \$11.0M;

## 2.0 Scope of Services

### 2.1 Construction Engineering

The following summarizes the general scope of services the Construction Engineer will be responsible for throughout the duration of the project which will consist of three phases:

- Pre-construction Phase;
- Construction Phase;
- Final Close-out Phase.

A Pre-Construction Phase - We will provide the following services during the pre-construction phase:

- 1 Perform an in depth plan review to highlight potential conflicts or other issues that may affect the construction phase;
- 2 Attend one "pre-bid" meeting;
- 3 Review the construction schedule and staging;
- 4 Review the proposed M.O.T. plan to help ensure that interruptions to traffic are minimized;
- 5 Perform field inspections to ensure that field conditions do not conflict with the intent of the contract documents;
- 6 Set-up project files, books and records for proper documentation;
- 7 Take existing condition photographs;
- 8 Initiate coordination with outside stakeholders;
- 9 Attend a maximum of 6 stakeholder meetings including Public Informational meetings, Board Presentation meetings; Local Business Owner meetings and Village Departmental meetings;
- 10 Develop material testing guide lines for QA testing.

B Construction Phase - We will provide the following services during the construction phase:

- 1 Perform on-site inspection to ensure completion of the work in accordance with contract documents. V3 will provide full time staffing at any time contractors are on site for an 15 month construction schedule;
- 2 Prepare and submit pay estimates;
- 3 Review, prepare and submit for approval contract modifications (change orders), including independent cost estimates;
- 4 Review all contractor requests for changes in construction procedures and/or materials and make appropriate recommendations;
- 5 Review and process shop drawings/submittals;
- 6 Conduct weekly progress status meetings. Prepare and distribute meeting minutes;
- 7 Meet with area Business Owners as needed to deliver status updates of construction activities, schedule and accessibility;
- 8 Deliver a monthly Project Status Newsletter to area Business Owners and residents;
- 9 Monitor and update material certifications;
- 10 Monitor QC and QA material testing results;



- 11 Perform inspections of erosion and sediment control measures installed by contractors with trained inspectors. Document conditions as required by governing agencies.
- 12 Verify contractor's layout on a random and as needed basis;
- 13 Inspect pedestrian and vehicular traffic control and document conditions;
- 14 Perform, through a subconsultant, quality assurance testing for concrete, asphalt and aggregates.

C Final Close-out Phase - We will provide the following services during the close-out phase:

- 1 Prepare and monitor the completion of the final punch list;
- 2 Conduct final inspection of contractor's work;
- 3 Make final measurements of all pay items;
- 4 Provide final calculations of all pay items;
- 5 Obtain all back-up documentation required for final payment;
- 6 Prepare and submit the final payment request;
- 7 Review contractor "Record Drawings" for accuracy and recommend if acceptable;
- 8 Compile and transmit all warranties/guaranties.

D Reimbursable Expenses – V3 will provide vehicles and telephones for the field staff that will provide Construction Engineering Services for this project. Vehicles will be charges at a rate of \$45/day and telephone at \$100/month. 783 vehicle days and 39 telephone months are included in the reimbursable not to exceed amount shown below.

E Quality Assurance Material Testing – V3 will hire a subconsultant material testing firm to provide material testing services in accordance with IDOT specifications.

### 3.0 Project Exclusions

V3's services under this proposal will not include the following:

- Construction Staking (by contractor);
- Record Drawing Preparation (by contractor); and
- Construction engineering services required if the construction schedule extends beyond the dates listed below.

If services are required for these items, they will be the subject of a separate or supplemental agreement between V3 and the CLIENT.

#### 4.0 Project Schedule

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal and receipt of IDOT's Permit Approval.

The not-to-exceed Construction Engineering fee is based a project schedule that is currently estimated as follows:

##### Watermain Contract:

- 6/1/2009 – Final Plans Complete
- 7/1/2009 – Advertisement for Bid
- 8/1/2009 – Bid Opening
- 9/1/2009 – Construction Contract Award
- 9/15/2009 – Construction Start Date
- 10/31/2009 – Construction Completion Date

##### Roadway Contract:

- 1/1/2010 – Final Plans Complete
- 2/1/2010 – Advertisement for Bid
- 3/1/2010 – Bid Opening
- 3/20/2010 – Construction Contract Award
- 4/1/2010 – Construction Start Date
- 10/31/10 – Substantial Construction Completion
- 5/15/2011 – Construction Completion Date

#### 5.0 Compensation

For the aforementioned Construction Engineering services, V3 will be compensated at the actual hourly wage rate times a 2.80 labor multiplier for actual hours expended up to the following not to exceed amounts:

<b>Construction Engineering</b>	
A, B, C. Construction Engineering Services	\$742,000
D. Reimbursable Expenses	\$40,700
E. Quality Assurance Material Testing	<u>\$53,000</u>
<b>Total for Construction Engineering</b>	<b><u>\$835,700</u></b>

For Additional Services of V3's principals and employees, beyond the scope of the work described, engaged directly on the Project, a fee based on the actual hours expended multiplied by the actual employee billing rate times a 2.80 labor multiplier will be invoiced. V3's Average Billing Rate Schedule for 2008-2009 (Exhibit B) is included for your information. Actual rates will vary based on labor rate escalation.

In addition to the fees set forth above, V3 shall be compensated for 100% of reimbursable expenses such as printing, postage, messenger service, travel and other similar, project-related items.

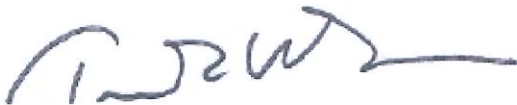
The CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress on the project.

**6.0 Miscellaneous Contractual Items**

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.

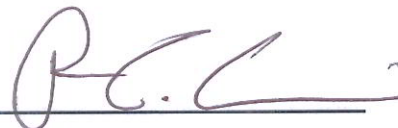
We appreciate the opportunity to present this proposal and look forward to working with the Village of Orland Park on this project.

Sincerely,  
V3 Companies of Illinois, LTD.



Tom R. Valaitis, P.E.  
Division Director, Construction Engineering

Accepted For:  
Village of Orland Park

By:   
Title: Village Manager  
Date: 2/26/09

enclosures

- ~~Attachment A – General Terms and Conditions~~ dd
- Attachment B - Billing Rate Schedule
- ~~Attachment C – Insurance Requirement~~ dd
- Attachment D – Breakdown of Fees

**Exhibit D**

<b>V3 COMPANIES</b>			
<b>AVERAGE HOURLY RATES BY CLASSIFICATIONS</b>			
<b>Effective April 2008-April 2009</b>			
<b>Labor Category</b>	<b>Hourly Rate Range</b>		
	<b>Min of Cost Rate</b>	<b>Max of Cost Rate</b>	<b>Average Hourly Rate</b>
2 Person Survey Crew	\$16.58	\$31.25	\$22.87
Administration	\$12.00	\$40.87	\$22.48
CADD Technician I	\$19.00	\$19.00	\$19.00
CADD Technician II	\$21.00	\$24.50	\$23.00
Designer	\$24.50	\$25.50	\$25.00
Division Director	\$48.08	\$67.07	\$59.96
EIT I	\$24.00	\$26.50	\$25.33
EIT II	\$25.50	\$25.50	\$25.50
Engineer I/II	\$22.60	\$26.20	\$24.28
Engineer II	\$24.76	\$26.44	\$25.88
Engineer III	\$27.00	\$32.25	\$29.24
Engineering Service Leader	\$46.15	\$52.40	\$49.68
Estimating Technician	\$17.00	\$17.00	\$17.00
Instrument Operator	\$13.00	\$20.60	\$17.02
Operations Director	\$45.67	\$45.67	\$45.67
Principal	\$54.81	\$76.92	\$64.77
Project Engineer	\$22.60	\$37.26	\$30.47
Project Manager (CG Constr Ser Priv)	\$29.71	\$29.71	\$29.71
Project Manager (CO Constr Ser Pub)	\$40.00	\$43.00	\$41.50
Project Manager (EN Environmental)	\$31.54	\$38.46	\$35.27
Project Manager (LD Land Development)	\$34.13	\$43.27	\$38.41
Project Manager (Municipal)	\$40.38	\$40.38	\$40.38
Project Manager (Structural)	\$37.98	\$37.98	\$37.98
Project Manager (Survey)	\$30.51	\$45.67	\$36.32
Project Manager (TR Transportation)	\$45.00	\$47.12	\$46.06
Project Manager (Wetlands)	\$32.21	\$35.65	\$33.35
Project Manager (WR Water Resources)	\$32.21	\$36.78	\$35.18
Project Surveyor	\$28.85	\$33.51	\$31.18
Project Surveyor I/II	\$20.58	\$23.80	\$22.13
Project Surveyor III	\$28.22	\$28.37	\$28.27
Resident Engineer	\$33.50	\$41.20	\$36.04
Scientist I/II	\$17.00	\$22.50	\$19.90
Scientist III	\$21.65	\$24.25	\$23.37
Senior Designer	\$29.75	\$36.06	\$32.20
Senior Engineer	\$37.26	\$37.26	\$37.26
Senior Entitlement Manager	\$50.48	\$62.50	\$56.49
Senior Estimator	\$38.46	\$38.46	\$38.46
Senior Project Manager	\$36.54	\$57.69	\$46.79
Senior Scientist	\$26.50	\$26.50	\$26.50
Senior Technician	\$26.50	\$29.50	\$28.00
Superintendent	\$35.00	\$45.67	\$40.34
Survey Crew	\$20.00	\$26.50	\$24.15
Survey Supervisor/Reg Land Surveyor	\$31.25	\$31.25	\$44.23
Survey Technician	\$21.00	\$25.00	\$23.00
Technician	\$15.00	\$15.00	\$15.00
Technician I	\$18.10	\$19.00	\$18.55
Technician I / II	\$14.00	\$25.00	\$19.71
Technician III	\$20.00	\$28.60	\$24.31

**Exhibit D**

**143rd Street & LaGrange Road  
Resident Engineering Fee**

Role	HOURS per Period Ending													Total Hours	Hourly Rate	Direct Labor	TOTAL w/ 2.8 DLM											
	9/14/2009	10/12/2009	11/9/2009	12/7/2009	1/4/2010	2/1/2010	3/1/2010	3/29/2010	4/26/2010	5/24/2010	6/21/2010	7/19/2010	8/16/2010					9/13/2010	10/11/2010	11/8/2010	12/6/2010	1/3/2011	1/31/2011	2/28/2011	3/28/2011	4/25/2011	5/23/2011	
Division Director	2	2	2	2	2	2	4	8	8	8	8	8	8	8	8	8	8	8	8	8	8	4	4	2	126	\$ 81.63	\$ 10,285.27	\$ 28,798.75
Sr. Project Mang.	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	20	2340	\$ 40.02	\$ 93,648.56	\$ 262,215.95
Project Engr	40	160	80	40	40	40	40	160	180	180	180	180	180	180	180	180	180	180	180	180	160	160	80	3120	\$ 30.87	\$ 96,314.40	\$ 269,680.32	
Project Engr																									1600	\$ 30.87	\$ 49,392.00	\$ 138,297.60
Intern Tech.																									540	\$ 16.54	\$ 8,930.25	\$ 25,004.70
Survey (chief + 1)											16	8	8	8	8	8	8	8	8	8	8				120	\$ 52.92	\$ 6,350.40	\$ 17,781.12
																												\$ 741,778.44

ESTIMATED REIMBURSABLE EXPENSES													total	rate												
vehicle days	5	20	10	5	5	5	15	40	64	64	64	64	64	64	64	64	60	30	40	20	20	15	10	812	\$ 45.00	
phones months		1	1	1	1	1	1	2	3	3	3	3	3	3	3	3	3	2	1	1	1	1	1	41	\$ 100.00	
QA material testing																									1	\$ 53,000.00

\$ 835,418.44

**Assumptions:**

- 1) A separate contract to install a new 12" watermain along the east side of LaGrange Road will start about 9/15/09 and be completed by about 10/31/09.
- 2) Various utilities will be relocating their facilities between September 2009 and March 2010.
- 3) The schedule for the main roadway contract will have the following target dates:

- Advertisement: 2/1/2010
- Bid Opening: 3/1/2010
- Award: 3/20/2010
- Start: 4/1/2010
- Substantial Completion: 10/31/2010
- Completion: 5/15/2011

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of Incorporation: Illinois  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

V3 Companies of Illinois Ltd (Corporate Seal)  
Business Name

George J. Scholer  
Signature

George J. Scholer  
Print or type name

Vice President  
Title

2/23/09  
Date



## *Company Principals*

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### **Directors**

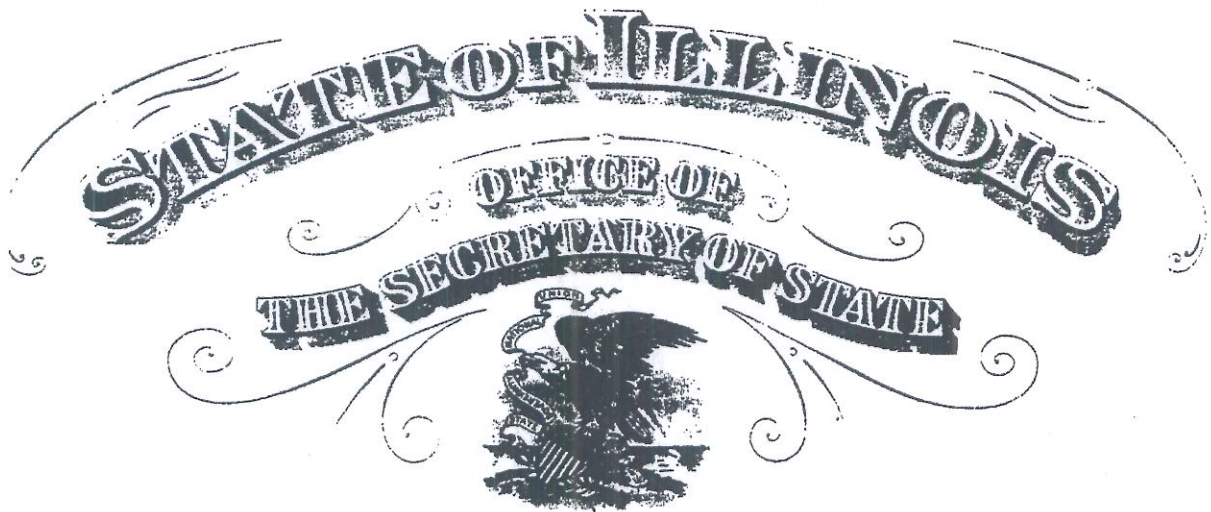
- Robin L. Petroelje
- Dean M. Antony
- Patrick R. Kennedy
- Louis J. Gallucci

### **Officers**

- |                                  |                           |
|----------------------------------|---------------------------|
| • President & Managing Principal | Patrick R. Kennedy        |
| • Vice President                 | Stuart J. Dykstra         |
| • Vice President                 | Dean M. Antony            |
| • Vice President                 | George J. Schober         |
| • Vice President                 | Christopher D. Bartosz    |
| • Vice President                 | Louis J. Gallucci         |
| • Vice President                 | Theodore E. Feenstra, Jr. |
| • Vice President                 | Tomas R. Valaitis         |
| • Secretary                      | Robin L. Petroelje        |
| • Treasurer                      | James L. Mann             |

**\*\*All Directors and Officers work out of our corporate headquarters located at:**

V3 Companies  
7325 Janes Avenue  
Woodridge, IL 60517  
Ph: (630) 724-9200  
Fax: (630) 724-9202



To all to whom these Presents Shall Come, Greeting:

**Whereas,** ARTICLES OF INCORPORATION OF  
SDI CONSULTANTS, LTD.  
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 13, A.D. 1953.

*Now Therefore, I, Jim Edgar, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.*

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 15TH day of SEPTEMBER AD 19 53 and of the Independence of the United States the two hundred and 8TH.*



*Jim Edgar*  
SECRETARY OF STATE

26798820



Filing Requirements -- Present 2 originally signed and fully executed copies in exact duplicate

For Inserts -- Use White Paper -- Size 8 1/2 x 11

(Do not write in this space)  
 Date Paid 9-13-83  
 Initial License Fee \$ .50  
 Franchise Tax \$ 25.00  
 Filing Fee \$ 75.00  
 Clerk [Signature] 100.50

TO: JIM EDGAR, Secretary of State

I/We, the incorporator(s), being one or more natural persons of the age of twenty-one years or more or a corporation for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE The name of the corporation is: SDI Consultants, Ltd. C/L

ARTICLE TWO The name and address of the initial registered agent and registered office are:  
 Registered Agent Harry J. Wright  
First Name Middle Name Last Name  
 Registered Office 5440 St. Charles Rd.  
Number Street (Do not use P.O. Box) Suite #  
Berkeley, Ill. 60163 Cook  
City Zip Code County

ARTICLE THREE The duration of the corporation is  perpetual OR \_\_\_\_\_ years.

ARTICLE FOUR The purposes for which the corporation is organized are:  
 Site development & infrastructure, general contracting, and building; consulting.  
 To issue section 1244 stock and elect small business corp. status.  
 To exercise all other powers provided in section 5 of the Business Corporation Act of Illinois as it may be amended from time to time.

ARTICLE FIVE Paragraph 1: The number of shares which the corporation shall be authorized to issue, itemized by class, series and par value, if any, is

Class	Series	*Par Value per share	Number of shares authorized
Common	---	NPV	1,000,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

ARTICLE SIX The number of shares which the corporation proposes to issue without further report to the Secretary of State, itemized by class, series, and par value, if any, and the consideration to be received by the corporation therefor (expressed in dollars) are:

Class	Series	*Par Value per share	Number of shares to be issued	Total consideration to be received therefor
Common	---	NPV	1,000	\$ 1,000
				\$
				\$
				\$
*(Use NPV if no Par Value)			Total	\$ 1,000

26798820

ARTICLE EIGHT

The number of directors to be elected at the first meeting of the shareholders is 3.

ARTICLE NINE

(Complete EITHER A or B)

A. All the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or the incorporator(s) elect to pay the initial franchise tax on the basis of the entire consideration to be received for the issuance of shares.

B. Paragraph 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$ \_\_\_\_\_

Paragraph 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ \_\_\_\_\_

Paragraph 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$ \_\_\_\_\_

Paragraph 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be: \$ \_\_\_\_\_

I/WE the incorporator(s) declare that I/we have examined the foregoing Articles of Incorporation and that the statements contained therein are, to the best of my/our knowledge and belief, true, correct and complete. Executed this 29th day of August, 19 83.

(Signatures must be in ink. Carbon copy, xerox or rubber stamp signatures are not acceptable.)

NOTE: If a corporation acts as incorporator the name of the corporation and the state of incorporation shall be shown and the execution must be by its President or Vice-President and verified by him, and the corporate seal shall be affixed and attested by its Secretary or an Assistant Secretary.

Signature and Names

Harry J. Wright  
Signature

Harry J. Wright

Harry J. Wright  
Name (please print)

Harry J. Wright  
Signature

Name (please print)

[Stamp]  
Signature

Name (please print)

Post Office Address

1. 5440 St. Charles Rd.

Street Berkeley, Ill. 60163

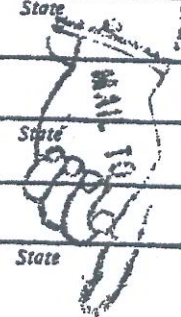
City/Town State Zip

2. Street

City/Town State Zip

3. Street

City/Town State Zip



028896292

SEP 13 1983

ARTICLES OF INCORPORATION

under the

BUSINESS CORPORATION ACT

For determination of Proper Fees please consult The Business Corporation Act.

26798

7 1 1 3 7 5

SEP-28-83

FILED

SEP 13 1983

JIM EDGAR  
Secretary of State

RETURN TO:

Corporation Department  
Secretary of State  
Springfield, Illinois 62756  
Telephone (217) 782-6961

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
184.000902

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
04/30/2009

PROFESSIONAL DESIGN FIRM  
LS/PE/SE  
CORPORATION

V3 COMPANIES OF ILLINOIS LTD  
7325 JANES AVE SUITE 100  
WOODRIDGE, IL 60517



*Dean Martinez*

DEAN MARTINEZ  
SECRETARY

*Daniel E. Bluthardt*

DANIEL E. BLUTHARDT  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

1226825

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, George Schober, being first duly sworn certify and say  
that I am Vice President  
(insert "sole owner," "partner," "president," or other proper title)

of V3 Companies of Illinois Ltd., the Prime Contractor  
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of  
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois  
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United  
States.

*George Schober*  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 23 Day  
of Feb., 2009.

*E. Marlene Russell*  
Notary Public



## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, George J. Schehr, having submitted a proposal for V, Companies of Illinois Ltd.  
(Name) (Name of Contractor)

for All Projects within the Village of Orland Park to the Village of Orland Park, hereby  
(General Description of Work Proposed on)

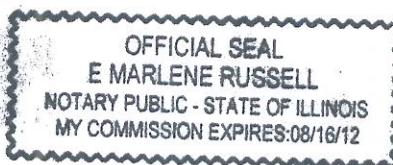
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: George J. Schehr  
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 23 Day  
of Feb., 2009.

E. Russell  
Notary Public



## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: *Ernie J. Schuler*

ATTEST: *Louis G. Gallucci*

DATE: *2/23/09*

TAX CERTIFICATION

I, George J. Schuber, having been first duly sworn depose and state as follows:

I, George J. Schuber, am the duly authorized agent for Vg Companies of Illinois Ltd., which has submitted a proposal to the Village of Orland Park for

All Projects within the Village of Orland Park and I hereby certify  
(Name of Project)

that Vg Companies of Illinois Ltd. is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: George J. Schuber  
Title: Vice President

Subscribed and Sworn To

Before Me This 23 Day  
of Feb, 2009

[Signature]  
Notary Public



## REFERENCES

(Please type)

ORGANIZATION City of Elgin

ADDRESS 150 Dexter Court

CITY, STATE, ZIP Elgin, IL 60120

PHONE NUMBER 847-931-6100

CONTACT PERSON Mr. Dave Lawry

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION Village of Mount Prospect

ADDRESS 1700 West Central Road

CITY, STATE, ZIP Mount Prospect, L 60056

PHONE NUMBER 847-870-5640

CONTACT PERSON Mr. Glen Andler

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION Village of West Dundee

ADDRESS 102 South Second Street

CITY, STATE, ZIP West Dundee, IL 60118

PHONE NUMBER 847-551-3800

CONTACT PERSON Mr. Joe Cavallaro

DATE OF PROJECT \_\_\_\_\_

Proposer's Name: George J. Schober

Signature: 

## INSURANCE REQUIREMENTS

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

### PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 23 DAY OF February, 2009

  
Signature

George J. Schobel Vice President  
Printed Name & Title

Authorized to execute agreements for:

Vs. Companies of Elliprior Ltd.  
Name of Company

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2008

**PRODUCER**  
Willis HRH - Architects & Engineers Division  
425 N Martingale Rd.  
Ste. 1100  
Schaumburg IL 60173  
Fax: 847-517-9033

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
V3 Companies, Ltd., V3 Consultants, Ltd.  
V3 Infrastructure Services  
7325 Janes Avenue, Suite 100  
Woodridge IL 60517

INSURERS AFFORDING COVERAGE	NAIC #
INSURERA: Hudson Insurance Company	25054
INSURERB: Charter Oak Fire	25615
INSURERC: Charter Oak Fire Insurance Co	25615
INSURERD: OneBeacon America Insurance C	21970
INSURERE:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Addl Insd Per CG D3 81 09 07 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6807248L283	1/1/2009	1/1/2010	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP8094Y744	1/1/2009	1/1/2010	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4060200110001	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
A		<b>OTHER</b> Professional Liability	AEE7169803	1/1/2009	1/1/2010	\$3,000,000 \$5,000,000	Per Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*Except for Non-Payment, 10 Day. Additional Insured applies on General Liability per form CG D3 81 09 07 as required by written contract.  
 RE: Additional Insured-Primary and Non-Contributory General Liability: The Village of Orland Park, its officers, directors, employees, and agents. Waiver of Subrogation applies in favor of the additional insureds.

CERTIFICATE HOLDER	CANCELLATION
Village of Orland Park; Attn: Judy Konow 14700 Ravinia Avenue Orland Park IL 60462-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 