

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0166

Innoprise Contract #: C13-0044

Year: 2013

Amount: \$727,770.00

Department: DS - Kurt Corrigan

Contract Type: Professional Services

Contractors Name: V3 Companies of Illinois

Contract Description: LaGrange Road Corridor Construction Management and Coordination

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

www.orland-park.il.us



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

April 19, 2013

Mr. Lou Gallucci
V3 Companies of Illinois, Ltd
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517

RE: NOTICE TO PROCEED
LaGrange Road Corridor Construction Management and Coordination

Dear Mr. Gallucci:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of April 15, 2013

Please contact Kurt Corrigan at 708-403-6123 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated April 4, 2013 in an amount not to exceed Seven Hundred Twenty Seven Thousand Seven Hundred Seventy and No/100 (\$727,770.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Kurt Corrigan

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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April 4, 2013

Mr. Lou Gallucci
V3 Companies of Illinois, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517

NOTICE OF AWARD – LaGrange Road Corridor Enhancement - Construction Management and Coordination

Dear Mr. Gallucci:

This notification is to inform you that on April 1, 2013, the Village of Orland Park Board of Trustees approved awarding V3 Companies of Illinois, Ltd. the contract in accordance with the proposal you submitted for LaGrange Road Corridor Enhancement – Construction Management and Coordination for an amount not to exceed Seven Hundred Twenty Seven Thousand Seven Hundred Seventy and No/100 (\$727,770.00) 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 April 18, 2013.

1. Enclosed is the Contract for LaGrange Road Corridor Enhancement – Construction Management and Coordination. 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. Also enclosed are the Certifications and Insurance Requirements. Please complete the Certifications and return them directly to me so that we may have current documents on file.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for **a)** the additional insured status, **b)** the waiver of subrogation for General Liability and **c)** the waiver of subrogation for Workers Compensation.

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, Insurance Certificate and Endorsements 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.

Sincerely,

Contract Administrator

cc: Kurt Corrigan

**VILLAGE OF ORLAND PARK
LaGrange Road Corridor Enhancements
Construction Management and Coordination**

This Agreement is made this **4th day of April, 2013** 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 “ENGINEER”).

WITNESSETH

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

SECTION 1: THE CONTRACT DOCUMENTS: This Agreement shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, 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 Agreement’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

This Agreement
The Terms and Conditions
The Proposal(s) as it is responsive to the VILLAGE’s requirements
All Certifications required by the Village
Certificates of Insurance

SECTION 2: SCOPE OF SERVICES AND PAYMENT: The ENGINEER 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 management and coordination of the LaGrange Road Corridor Enhancement project as detailed in the proposal submitted by V3 Companies of Illinois, Ltd.

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

TOTAL COST: an amount not to exceed Seven Hundred Twenty Seven Thousand Seven Hundred Seventy and No/100 (\$727,770.00) Dollars

SECTION 3: ASSIGNMENT: ENGINEER shall not assign the duties and obligations involved in the performance of the SERVICES which is the subject matter of this Agreement 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 ENGINEER 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 ENGINEER, 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 ENGINEER, 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER in compliance with the AGREEMENT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER 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: ENGINEER 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

ENGINEER 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 ENGINEER 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. ENGINEER 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. ENGINEER 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 ENGINEER 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 SERVICES.

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

To the CONTRACTOR:

Lou Gallucci
V3 Companies of Illinois Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
Telephone: 630-724-9200
Facsimile: 630-724-9202
e-mail: lgallucci@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 ENGINEER'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 ENGINEER shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The ENGINEER 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: ENGINEER 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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: 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 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: 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

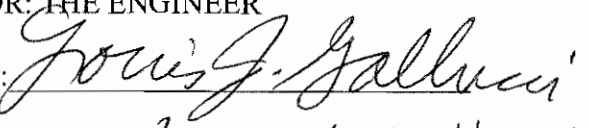
By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 4/17/13

FOR: THE ENGINEER

By: 

Print Name: Louis J. Gallucci

Its: Executive Vice President

Date: 4/5/2013

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
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, LTD.

By: Louis J. Gallucci 4/5/2013
Officer Date

Print Name: LOUIS J. GALLUCCI

VILLAGE OF ORLAND PARK

By: PG 4/17/13
Officer Date

Paul G. Grimes
Print Name: Village Manager

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

Louis J. Gallucci LOUIS J. GALLUCCI
Signature Print or type name

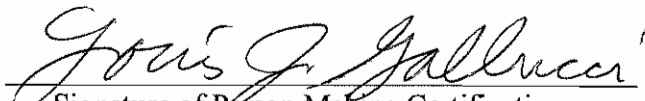
Executive Vice President 4/5/2013
Title Date

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

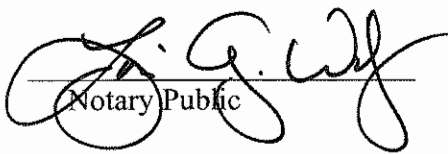
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

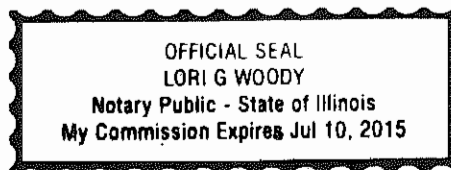
I, LOUIS J. GALLUCCI, being first duly sworn certify and say
that I am SECRETARY, EXECUTIVE VICE PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

of VB 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.


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 8th Day
of APRIL, 2013


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, LOUIS J. GALLUCI, having submitted a proposal for V3 Companies of Illinois, LTD
(Name) (Name of Contractor)
for Construction Management & Coordination 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: Louis J. Gallucci
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 08th Day
of April, 2013.

Lori G. Woody
Notary Public

OFFICIAL SEAL
LORI G WOODY
Notary Public - State of Illinois
My Commission Expires Jul 10, 2015

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: Louis J. Gallucci

ATTEST: Paul D. [Signature]

DATE: April 9, 2013

TAX CERTIFICATION

I, LOUIS J. GALLUCCI, having been first duly sworn depose

and state as follows:

I, LOUIS J. GALLUCCI, am the duly authorized

agent for V3 Companies of Illinois, LTD, which has

submitted a proposal to the Village of Orland Park for

La Grange Rd Corridor Enhancement and I hereby certify
(Name of Project)

that V3 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.

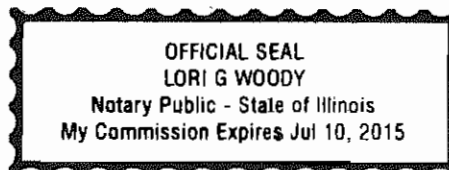
By: Louis J. Gallucci
Title: Executive Vice President

Subscribed and Sworn To

Before Me This 07th Day

of APRIL, 2013.

Lori G. Woody
Notary Public



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

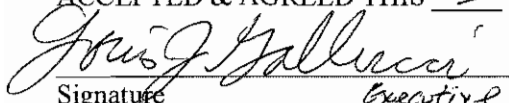
PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, 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. 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 5 DAY OF April, 2013



Signature

Executive

Louis J. Gallucci, Vice President

Printed Name & Title

Authorized to execute agreements for:

V3 Companies of Illinois, LTD

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2013

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

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

PRODUCER Willis of Illinois, Inc. 233 S. Wacker Drive Suite 2000 Chicago IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): 312-288-7700 E-MAIL ADDRESS:	FAX (A/C, No): 312-234-0643
INSURED V3 Companies of Illinois, Ltd. 7325 Janes Avenue Suite 100 Woodridge IL 60517	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hudson Insurance Company	NAIC # 25054
	INSURER B: Charter Oak Fire	25615
	INSURER C: Travelers Indemnity Company of Amer	25666
	INSURER D: Cincinnati Insurance Co	10677
	INSURER E:	
	INSURER F: Hanover Insurance Company	22292

COVERAGES

CERTIFICATE NUMBER: 528704000

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			6807248L283COF13	1/1/2013	1/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			EBA0108231	10/26/2012	10/26/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			XSFCUP8094Y744IND13	1/1/2013	1/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WBC8977854	1/1/2013	1/1/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEE7169807	1/1/2013	1/1/2014	\$2,000,000 \$4,000,000 Per Claim Aggregate

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

Additional Insured applies on the General Liability and Automobile Liability as required by written contract.

Re: Project No. 13048

Additional Insured-General Liability & Automobile Liability (Primary & Non-Contributory): The Village of Orland Park, and their respective officers, trustees, directors, employees and agents
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
14700 South Ravinia Avenue
Orland Park IL 60462

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Willis of Illinois, Inc.		NAMED INSURED V3 Companies of Illinois, Ltd. 7325 Janes Avenue Suite 100 Woodridge IL 60517	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability and Workers Compensation include a Waiver of Subrogation in favor of the above mentioned additional insured. Umbrella Liability follows form over the General Liability, Automobile Liability and Employers Liability coverage.



Project Approach

Project Understanding:

V3 offers a highly qualified construction engineering team prequalified with IDOT for Phase III construction. We have extensive experience with IDOT's construction documentation requirements and procedures. The Phase III engineering services offered in this engineering proposal include coordination with IDOT LaGrange Road Projects, working closely with Norris Design during bidding and construction, inspection of contractor's work, material testing, measurement, documentation and compilation of quantities. We are confident that our team has the experience and technical skills to exceed the expectations of the Village. Our vision for the desired outcome of the project is a completed roadway facility that all stakeholders are happy with and can take pride in. These stakeholders include the motoring public, pedestrian and bicycle users, the Village of Orland Park, the contractor, the designer and those residents and businesses affected during the construction process. V3's philosophy of coordination, communication and inclusion, as well as our experienced staff, will drive the project to the desired outcome. Below, we have detailed the approach V3 will use to achieve the success of the Village of Orland Park LaGrange Road – 179th to 131st Enhancements project.

➤ *Pre-construction Phase*

V3 intends to approach this project proactively, in advance of the Pre-construction phase of the project. Through the experience that we have gained in providing resident engineering services for the Village of Orland Park on the 143rd St. and LaGrange Rd. Intersection Improvements Project we see a number of opportunities to improve the contract documents for the LaGrange Rd. – 179th to 131st Village of Orland Park LaGrange Road Enhancements Project. Since the resident engineering services would commence prior to the bidding process, V3 will work with the Village of Orland Park and Norris Design to improve plans and specifications before they go out for bid. This would add value to the project by avoiding potential problems, errors and omissions, especially the ones that were encountered on the previous project.

V3 will review the Village Enhancement contract documents and compare them with the IDOT widening and reconstruction plans. This will be a very critical process to not only find conflicts, but also highlight opportunities to take advantage of IDOT's construction staging to advance the progress of the Village Enhancement Project. There will be a continuous struggle to work with and around the IDOT contracts throughout the corridor. It will be important to coordinate with IDOT right from the beginning, prior to the start of construction to use every possible opportunity.

V3 will document the existing site conditions with digital photographs with special attention to private property and existing conditions along the right of way. V3 will attend preconstruction meetings with the contractor, Village and all other applicable parties. This review task is vital to meeting project milestones and avoids potential delays. Additionally, V3 will request to be involved with the IDOT project meetings, especially the ones that relate to the contractor staging plans. V3 will study the traffic and business impacts due to the maintenance of traffic.

It is expected that the final bid documents for the Village Enhancement will include adequate specifications, plan quantities, detailed grading plans, and structural plans for successful contract execution and oversight by V3. If it is determined that certain design elements need to be developed further prior to letting, V3 is well qualified to assist the Village and its designers with civil and structural engineering services. V3 will request access to the electronic cadfiles for the IDOT reconstruction plans and all underground utility survey information to assist with planning and coordination.



Project Approach

➤ Constructability Review

In performing a cursory constructability review of the provided Norris corridor improvement plans as compared to the partial IDOT widening and reconstruction plans, we have determined that there are several coordination issues and inconsistencies that should be addressed ahead of the letting process in order to avoid rework and needless expense for the proper execution of all design elements. We offer the following observations:

- Most notably, the provided IDOT plans do not make provisions for any of the Village's desired design improvements. Norris's plans should be incorporated into IDOT's plans as soon as possible to allow IDOT engineers to detail the planned improvements (by others), modify their design elements to reflect the Village's intended improvements, and remove significant quantities and associated pay items that would otherwise be included in the scope of the IDOT contract (e.g. PCC sidewalk, concrete median, detectable warning tiles, sodding and topsoil; some of which may already be covered by Village funds).
- Regarding the conduits for irrigation systems within IDOT's planned roadway reconstruction, it should be considered that these conduits be installed under the IDOT contract using Village funds to ensure that they get installed within the contractor's timeline and do not get inadvertently overlooked. V3 would coordinate the sizing and required location of the conduits with IDOT.
- It has been our experience that the correct location of fire hydrants and valves is critical to the aesthetic execution of the Village's enhancement plan. V3 will perform a thorough review of the watermain plans and make the necessary suggestions to IDOT on the location of these appurtenances so that they do not interfere, thus eliminating costly relocation.
- There will be electrical requirements for irrigation controllers and lighting in the primary monument cap. V3 will coordinate with IDOT to secure the necessary conduit runs and power feeds for these items.
- It would be advantageous to coordinate the required location and finish elevations of traffic signal equipment (mast arm foundations and handholes) with IDOT for the construction of intersection hardscape features compliant with ADA design requirements. A detailed grading plan of these areas including the desired location for equipment could prove beneficial and would help avoid potential issues.
- The enhancement plans make reference to civil and structural plans for the construction of the various architectural design elements (retaining walls, primary and secondary monuments). These plans were not made available for review but will be critical for aesthetic execution and construction coordination. If these are not available, V3 can offer additional design services to create the necessary information for inclusion into the Village's contract documents.
- A review of how the planned sidewalk underdrain would connect to the municipal storm sewer system should be performed and a drawing detailing tile lengths and connection locations should be created. This will most likely require a pay item for a connection to an existing storm structure.
- Our experience has shown that the finish of poured-in-place landscape and planter curb suffers because the concrete aggregate (CA-7) causes air bubbles and voids and makes it difficult to achieve the desired concrete finish. V3 would work with Norris on specifying a more suitable aggregate.
- Our experience has shown that for the tree pit locations, structural soil is a better product in lieu of the specified planting mix in order to construct the concrete grate footings on a stable medium and prevent long term settlement.
- A detail is needed for the planter urns, specifically a method for providing drainage so that the urns do not hold water.
- Details may be needed for smooth and rock faced limestone veneer blocks. There are calls for limestone veneers at the primary and secondary monuments, however there is only a detail for precast concrete veneer blocks.



Project Approach

- A detail is needed for masonry requirements of electrical feeds to the primary monuments. Additionally, assuming that the Village is satisfied with the lighting system within the monument cap, we would suggest specifying the identical system.
- We do not consider the median splashblock connections to IDOT median curb to be reasonably constructible. V3 has insight to a more viable and economic solution, pending final IDOT comments for this design element.

➤ *Construction Management, Inspection and Documentation*

During construction, V3 will observe the progress and quality of the contractor's work and determine if the work is proceeding in accordance with the contract documents. All work will be documented following IDOT Documentation Guidelines. Weekly progress meetings will be conducted and meeting minutes will be prepared. Inspectors Daily Reports, quantity book records and a project diary will be maintained and kept up to date. We will prepare and process pay estimates and changes orders following the Village of Orland Park's guidelines and coordinate the review and processing of shop drawings.

Coordination and communication will drive the project to the desired outcome. To attain this, V3 will maintain daily contact with Village personnel and inform them of the progress on the project as well as and cost or quality related issues that may develop. We will maintain daily contact with the contractor as well as IDOT LaGrange Road project personnel to determine work schedules and concrete placement dates and adherence to the overall project schedules. Should the project fall behind, V3 will work with the contractor and the Village to determine an appropriate action to get back on schedule. Regular progress meetings will be conducted with all interested parties and the minutes of which will be recorded and distributed.

Maintenance of traffic information and progress updates will be coordinated with the Village of Orland Park and IDOT public relations staff to be distributed to the public. Project status newsletters will be prepared twice a month per the Village of Orland Park's guidelines. V3 will also reach out to local businesses that will be impacted by enhancement work prior to construction. Our experience has shown that people are much more willing to endure the inconvenience of road construction if they are informed and feel they have an open line of communication to air their concerns. Therefore, communication and public relations will be an emphasis in the pre-construction phase and throughout the construction process. If it is amenable to the Village, V3 will set up and maintain a Twitter feed for real time dissemination of managed Village communications and project updates whereby interested parties can track the construction progress through social media. V3 would also be able to assist the Village if they intend to use PCMS messaging boards and OxBlue construction cameras on this project as we are well versed in the setup and operation of both of these tools.

V3 will also maintain communication and coordinate with IDOT LaGrange Road project personnel to monitor the installation of Village of Orland Park utilities such as water main, sanitary force main and fiber optic conduit that will be part of the IDOT widening and reconstruction project. Critical times of construction such as water main shut downs for water main work will be shared with stakeholders to help minimize the inconveniences associated with construction. Our philosophy to keep open and thorough communication open can help lessen inconveniences when those affected are aware and informed of what to expect.

➤ *Construction Layout Verification*

V3 will verify and, if need be, assist in contractor layout for the construction of this project and will closely monitor the grading of the sidewalks and pedestrian crossings for ADA compliance. V3 will also monitor the construction of the curb and gutter by the IDOT contractors at the ADA ramp locations, because the curb and gutter will be critical in constructing ADA compliant ramps and sidewalk.



Project Approach

In addition, V3 will monitor and coordinate with the IDOT contracts and the various utility companies in regard to their improvements and relocation work. We have learned from our experience from the 143rd St. and LaGrange Road Intersection Improvements project that the construction of the ornamental enhancements such as the brick pavers, tree pits and grates, columns, monuments and median walls requires careful attention, especially in the limited space between the back of curb and the right-of-way. It doesn't take much to affect the location of a tree, monument or brick pattern. Our experience has shown that avoiding conflicts with utilities before they are installed is of great benefit to the overall success of the project.

➤ *Material Testing and Coordination*

Complementing our team for materials testing will be Material Service Testing (MST). MST is qualified with IDOT for QA HMA & Aggregate and QA PCC & Aggregate and is a certified Disadvantage Business Enterprise. V3 will coordinate with MST and schedule necessary inspections in order to keep the work proceeding in a timely fashion. A materials meeting will be conducted with the contractor and materials testing firms to identify aggregate and concrete mix sources and develop an overall plan for materials acceptance. The QC and QA test results will be compared to be sure testing results meet specifications and that QC and QA results are within allowable tolerances.

➤ *Final Contract Documents and As-Built Drawings*

Upon completion of the project, V3 will prepare and monitor the completion of the final punch list. A final inspection of the contractor's work will be made. Final measurements and calculations of all pay items will be completed. The required back-up documentation will be obtained and a final payment request will be prepared and submitted. A review of the contractor's completed project as-built drawings will be performed for Village acceptance. V3 will also assist the Village in verifying IDOT final measurements for the various items to be reimbursed by the Village to IDOT as part of the Intergovernmental Agreement.



Rate Schedule & Fee

The estimated fee for engineering services is tabulated in the following pages.

We have estimated and distributed our staff hours and expenses based on information obtained in pre-proposal meetings, correspondence from the Village of Orland Park, estimates proposed by Norris Design for their expected services and our experience on similar recent projects. In addition, a nominal fee for Materials Testing is included.

Our total estimated fee for services for V3 Companies and all other team members is \$727,770.00.

Our fee is based on billing rates that we commit to hold steady throughout the duration of the 2 year project. Hours per period are estimates only. We are committed to redistributing these proposed hours in a manner that best fits the contractors' schedules and the project needs.

[illegible][illegible]

North's Design Estimated Fee (see Attached Tabulation): **\$84,240.00**

Material Testing Fee Estimate: \$28,000.00

Total Estimated Fees for V3 Companies Team: \$727,770.00