



June 25, 2009

Paul Grimes
Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Re: Proposal for Professional Surveying Services
143rd Street and LaGrange Road, Roadway Improvements
Orland Park, Illinois

Dear Mr. Grimes:

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

Project Understanding

At the direction of the Village Attorney, we have prepared this letter which shall serve as a proposal for the preparation of legal descriptions with accompanying exhibits of 29 individual parcels, site Improvement locations and 2 Plats of Highways/Easements.

Compensation

<u>Phase</u>	<u>Scope Exhibit</u>	<u>Phase Code</u>	<u>Lump Sum Fee</u>
Legal Descriptions with Accompanying Exhibits (29 Parcels)	Exhibit I	VP10.1	\$22,500
Pick Up Survey (2 Field Crew Days)	Exhibit I	VP03.2	\$2,700
Revisions to Legal's and Exhibits Due to Negotiations	Exhibit I	VP09.1	(Hourly) (n.t.e. \$5,000)
Plat of Highways/Easements (2 Drawings)	Exhibit II	VP04.1	\$2,400
Monumentation	Exhibit II	VP04.2	\$1,600

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Miscellaneous Exhibits

V3 Standard Billing Rate Schedule Exhibit III

General Terms and Conditions Exhibit IV

For Additional Services of V3's principals and employees engaged directly on the Project, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto.

In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel and other similar project-related items.

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

Miscellaneous Contractual Items

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

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

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

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

Sincerely,
V3 COMPANIES

Accepted For:
Village of Orland Park



Anthony J. Strickland, P.L.S.
Senior Project Manager

By: _____
Authorized Signature



Christopher D. Bartosz, P.L.S.
Director of Surveying

Printed: _____

Title: _____

Date: _____

AJS/CDB/jmb
Attachment

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EXHIBIT I

Legal Descriptions with Accompanying Exhibits

Legal descriptions and accompanying exhibits shall be prepared at the Client's direction for the purposes of Roadway expansion and construction. The new legal description shall reference record deed information provided by the Client or as researched by V3. The legal descriptions and exhibits should be reviewed by your legal counsel and title company prior to final circulation and does not guarantee ownership or title rights.

The accompanying exhibits will be CAD-generated drawings oriented with north to the top or right. The exhibits will be 8-1/2" X 11" in size, suitable to be incorporated into record documents.

The exhibits will depict existing improvements and surface features up to the front face of the buildings. Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated. Site Improvement locations will be obtained by conventional surveying methods in the field.

EXHIBIT II

Plat of Highways/Easements

The Plat of Highways/Easements shall be based from a completed survey provided by the CLIENT as well as field worked performed by V3 and prepared for the submittal to the Illinois Department of Transportation. The Plat shall also conform to those requirements necessary for recording in Cook County, Illinois and to Section 765 IL CS 205/9 of the Illinois Compiled Statutes. Iron pipes shall be set at new Right-of-way corners and at the intersection of any property lines and new right-of-way lines. Changes resulting from revisions to the original plan subsequent to preparation of the Plat of Highways/Easements shall be considered additional services.

Information Required

The following information, necessary to prepare the aforementioned Plat(s), shall be furnished by the CLIENT:

1. The most recent deeds of record/title commitment describing the subject properties.
2. Any and all written agreements between parties, and judgments attached to the land which encumbers the subject properties.
3. Permission to enter and survey the land.
4. Any recorded grants, easements, dedications, patents, Subdivision Plat, covenants, or other historical data that will reference or influence the position of the property lines and/or property restrictions.

For Additional Services such as courthouse research as a result of the CLIENT being unable to provide the information mentioned above to conduct the survey, or revisions due to additional requirements by lending institutions, the CLIENT or resulting from the receipt of a Title Commitment subsequent to the preparation of the Survey, V3 shall be paid a fee based on the actual hours expended by V3's employees engaged directly on the Project multiplied by V3's Billing Rates attached hereto.

The Plat of Highways/Easements shall include:

1. Geometric information used to delineate the new right-of-way lines.
2. Certificates as required by the Municipality, County, appropriate Governmental Agencies and Owners.
3. A legal description of the property to be subdivided.
4. An area table.

5. North arrow, scale (as required by the Municipality), vicinity map, and legend of symbols and abbreviations used.
6. Reference to monuments found and their relation to the property surveyed.
7. Information related to existing and proposed roadway dedications.
8. "Record" and "measured" boundary information as referenced to deed information affecting the property surveyed.
9. Reference to Government corners held for the location of the subdivision.
10. Reference to adjoining property deed and recorded subdivision information.
11. Certification that the Plat was prepared by a licensed land surveyor.
12. Owners' and notaries certificates based on information provided by the CLIENT.
13. Right-of-way corners shall be monumented in conformance with State statutes.

No separate Plats of Subdivision are included within the scope of services outlined in this proposal. If such services are required, they shall be provided under a separate agreement. The CLIENT shall be responsible for the filing of all Plat applications and fees, obtaining necessary Plat signatures, attending City/Village meetings and Plat recording fees, unless prior arrangements are made with V3 regarding compensation and schedule in advance. The CLIENT shall be responsible for supplying City/Village review letters to V3 in a timely manner. Revisions to the Plat of Highways/Easements after the first review by the Municipality shall be considered additional services. Significant changes outside the control of V3 shall be considered an additional service.



V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2009 through December 31, 2009)

Description	Hourly Rate
Principal	200.00
Division Director	200.00
Senior Development Consultant	200.00
Development Consultant	100.00
Senior Earthwork Specialist	200.00
Operations Director	175.00
Senior Project Manager	165.00
Senior Resident Engineer	150.00
Senior Estimator	150.00
Resident Engineer	125.00
Project Manager	125.00
Superintendent	125.00
Senior Technician	100.00
Project Engineer	100.00
Project Surveyor III	100.00
Senior Scientist	100.00
Assistant Resident Engineer	95.00
Engineer III	90.00
Scientist III	90.00
Construction Administrator	90.00
Engineer I/II	85.00
Scientist I/II	85.00
Technician III	85.00
Estimating Technician	85.00
Project Surveyor I/II	85.00
Technician I/II	70.00
Administration	60.00
Survey Crew*	150.00

*Time is charged portal to portal



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

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

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

2. CONSULTANT'S RESPONSIBILITIES

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

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

3. TERMS OF PAYMENT

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

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

4. SUSPENSION OF SERVICES

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

5. TERMINATION

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

6. ATTORNEY'S FEES

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

7. REUSE OF DOCUMENTS

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

8. INSURANCE

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

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

9. FACSIMILE TRANSMISSIONS.

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

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

11. INDEMNIFICATION

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

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

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

12. WAIVER OF CONTRACT BREACH

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

13. LIMITATION OF LIABILITY

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

14. CONTROLLING LAW

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

15. CONSTRUCTION STAKING PROVISIONS

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