

#444

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0090

Multi Year:

Amount \$280,300.00

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. Design Engineering
7/21/09 addendum for Surveying Services (\$34200)
5/3/10 (2010-0151) addendum for additional design
studies and plan revisions \$340,891



Wednesday, May 12, 2010

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

May 12, 2010

Mr. George Schober, P.E.
V3 Companies of Illinois Ltd
7325 Janes Avenue
Woodridge, Illinois 60517

RE: *Addendum dated May 3, 2010*
143rd and LaGrange Road Improvement – Additional Design Studies and Plan Revisions

Dear Mr. Schober:

Enclosed is a copy of the addendum dated May 3, 2010 for Professional Engineering Services at 143rd and LaGrange Road for Additional Design Studies and Plan Revisions in the amount of Three Hundred Forty Thousand Eight Hundred Ninety-One and No/100 (\$340,891.00) Dollars, based on the proposal dated April 23, 2010. Please attach this addendum to the original Design Engineering Contract dated February 18, 2009. Purchase Order #52392 has been increased to include this project. Please include this Purchase Order Number on all invoices.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Ed Wilmes
Barb O'Brien

**ADDENDUM 2 to
143rd & LaGrange Rd. Improvement Design Engineering Agreement**

Dated
February 18, 2009

Amended
July 21, 2009

Between
*The Village of Orland Park, Illinois ("VILLAGE") and V3 Companies of Illinois Ltd
("CONTRACTOR")*

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement and any previously issued addenda, the provisions of this Addendum shall control.
2. In **SECTION 1: THE CONTRACT DOCUMENTS:** the words "The Proposal dated, February 4, 2009, as it is responsive to the VILLAGE's requirements" and the words from the addendum dated July 21, 2009 "The Proposal(s) dated February 4, 2009 and June 25, 2009, as it is responsive to the VILLAGE's requirements" shall be stricken in their entirety and replaced with the words "The Proposal(s) dated February 4, 2009, June 25, 2009, and April 23, 2010, as they are responsive to the VILLAGE's requirements."
3. In **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall include the following sentence added to the end:

"Include additional design studies and plan revisions as further detailed in the Supplemental Proposal prepared by V3 Companies, dated April 23, 2010"
4. In **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement, the sentence "TOTAL COST: For an amount not to exceed Two Hundred Eighty Thousand Three Hundred and No/100 (\$280,300.00) Dollars." shall be stricken and replaced with the following sentence:

"TOTAL COST: For an amount not to exceed Two Hundred Eighty Thousand Three Hundred and No/100 (\$280,300.00) Dollars for the professional civil engineering services for the completion of the planning and design engineering as outlined in the Scope of Work: an additional amount of Thirty-Four Thousand Two Hundred (\$34,200.00) Dollars plus reimbursable expenses for the professional surveying services as outlined in the Scope of Work dated June 25, 2009; and an additional amount of Three Hundred Forty Thousand Eight Hundred Ninety – One and No/100 (\$340,891.00) Dollars for the additional design studies and plan revisions as described in the Scope of Work dated April 23, 2010."
5. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

**ADDENDUM 2 to
143rd & LaGrange Rd. Improvement Design Engineering Agreement**

Dated
February 18, 2009

Amended
July 21, 2009

Between
*The Village of Orland Park, Illinois ("VILLAGE") and V3 Companies of Illinois Ltd
("CONTRACTOR")*

6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **3rd day of May, 2010**, shall be attached to and form a part of the Agreement dated the 18^h day of February, 2009 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE


By: 

Print Name: PAUL G. GRIMES

Title: Village Manager

Date: 5/11/10

FOR: THE CONTRACTOR

By: 

Print Name: George J. Schaker

Title: Senior Project Manager

Date: 5/6/10

**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: George J. Schuber 5/6/10
Officer Date

Print Name: George J. Schuber

VILLAGE OF ORLAND PARK

By: Paul G. Grimes 5/11/10
Officer Date

Print Name: Paul G. Grimes



April 23, 2010

Mr. Ed Wilmes
Village Manager
Village of Orland Park
14650 Ravinia Avenue
Orland Park, IL 60462

Re: Supplemental Proposal for Professional Engineering Services
143rd & LaGrange Improvements
Additional Design Studies and Plan Revisions
Orland Park, Illinois

Dear Mr. Wilmes,

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.

Project Understanding

V3 companies is under contract to provide design consulting services and the preparation of construction documents for Roadway and Watermain Improvements along LaGrange Road from 144th Place to the Railroad overpass and along 143rd Street from Beacon Street to just west of LaGrange Road. During the course of the development of the project the scope has changed and additional studies and design have been required to analyze alternative designs to reduce right-of-way acquisition, eliminate utility conflicts, evaluate impacts to individual properties (and evaluate possible solutions) and evaluate options for increasing landscape areas. The following is a list of the changes to the general parameters of the project:

- Right of Way Reduction & Property Acquisition Support
 - Perform design studies and associated design memorandum for:
 - Right Turn Elimination at 143rd & LaGrange Road;
 - Right Turn Elimination at 143rd & Ravinia Street;
 - Parking Options for Giordano's Property;
 - Median landscape area widening;
 - Right of way reduction at Giordano's Property;
 - Right of way reduction for Property at SW corner of 143rd & Ravinia; and,
 - Parking impacts to Mixed use Condo building on west side of LaGrange Road.
- Watermain Construction Document Revisions
 - Redesign watermain to eliminate need for right of way along the south side of 143rd Street from Beacon to LaGrange Road; and,
 - Redesign watermain along 143rd street to eliminate potential utility conflicts by moving the watermain from south side of 143rd Street to the north side of 143rd Street.

- Roadway Corridor Enhancements
 - Study and design of corridor enhancements for the parkways along both 143rd Street and LaGrange Road for the entire Project Limits (original contract included only 3 areas of widened medians);
 - Study and design of corridor enhancements for additional median areas along LaGrange Road;
 - Revisions to Intersection Design Study (IDS) for 142nd Street & LaGrange Road;
 - Revisions to IDS for 143rd Street & LaGrange Road; and,
 - Revisions to cost estimates for above revisions.
- Studies and Plans for the installation of a temporary Traffic Signal at 142nd Street and LaGrange Road:
 - Prepare traffic analysis and design studies to determine feasibility;
 - Prepare memo and exhibits for approval by IDOT;
 - Prepare full set of Construction Documents for required improvements; and,
 - Bidding services for additional Contract
- Utility Relocation Coordination and Support
 - Property Owner Coordination;
 - Coordination with three utility companies;
 - Review and provide comments on proposed relocation plans; and,
 - Legal Description and Exhibit Preparation for Easements require for Utility relocation
- Additional Meetings and Coordination
 - Meetings with IDOT to resolve comments on preliminary Engineering and discuss & coordinate corridor enhancement modifications;
 - Bi-weekly meetings with Project Development Group;
 - Studies and drawing revisions for extension of permanent pavement north and south of the current design;
 - Extensive construction staging coordination and exhibit preparation related to the future corridor improvements; and
 - Schedule coordination between multiple projects including future roadway improvements and utility relocations.

These changes have caused the scope of the project to change and expand. The following details necessary work outlined above and provides justification for the additional fee.

Scope of Services

1.0 Property Acquisition Support

- 1.1 Reduce ROW on 143rd Street – This task involved the redesign of Roadway improvement along 143rd Street to reduce the amount of property acquisition required along the south side of 143rd Street. The alignment for this section of the roadway was shifted to the north and medians and parkways were narrowed to reduce the property impacts along the south side of 143rd Street. The profile along this section of 143rd street was also raised to allow driveways to be constructed at acceptable slope further reducing the negative impacts on the properties along the south side of 143rd Street. These changes also include the addition of a 2nd through travel lane in both the EB and WB directions to accommodate comments made by IDOT and to match the roadway section of future improvements along 143rd Street to the west.

Project Benefit: Reduction in roadway improvement costs, allows properties along the south side of 143rd to continue to be viable commercial properties. Improved transitions with the future roadway project to the west of Beacon Street.

Justification: This task was not contemplated in the original agreement.

1.2 Perform design studies and associated design memorandum for:

- A Right Turn Elimination at 143rd & LaGrange Road – In an effort to provide additional area for landscaping enhancements at the corner and along the corridor, the Village staff requested that V3 evaluate the potential for removing the right turn lanes at the intersection of 143rd & LaGrange. This task required traffic modeling of 15 scenarios to determine a combination of turn lane eliminations that would provide benefit to the project while being acceptable to IDOT. The task involved Highway Capacity Software analysis, revisions to the geometric designs at the intersection, preparation of a summary memorandum and coordination with the Village staff.

Project Benefit: Improved corridor aesthetics, reduction in roadway improvement costs.

Justification: This task was not contemplated in the original agreement.

- B Parking Options for Giordano's Property – In an effort to reduce the impacts to this property and provide options for costs to cure during property negotiations, V3 was directed to review potential parking improvements for this property. Three options were evaluated under both the existing and future redevelopment conditions for the adjacent Marquette Bank Property. This task required geometric studies, research of parking design criteria for the Village, review and research of the adjacent redevelopment plans, preparation of a summary memorandum and coordination with the Village staff.

Project Benefit: Improved corridor circulation, expedited property acquisition process, potential reduction in property acquisition costs.

Justification: This task was not contemplated in the original agreement.

- C Right of way reduction at Giordano's Property – In an effort to reduce the amount of property acquisition required from this property, V3 was directed to evaluate options for the reduction of the right turn lane length or its elimination and summarize the positive benefits to this property. Three options were evaluated. This task required geometric studies, research into the IDOT design criteria that defines the design of this turn lane, preparation of a summary memorandum and coordination with the Village staff.

Project Benefit: Expedited property acquisition process, potential reduction in property acquisition costs.

Justification: This task was not contemplated in the original agreement.

- D Right of way reduction for property at SW corner of 143rd & Ravinia Avenue – In an effort to reduce the impacts to the commercial property at SW corner of 143rd & Ravinia Avenue (Mulcahey), V3 was directed to evaluate the possibility of eliminating the right turn lane on the west leg of this intersection. This task involved capacity analysis for the revised intersection configuration, geometric studies, research of the design criteria that justifies the need for this turn lane, preparation of a summary memorandum and coordination with the Village.

Project Benefit: expedited property acquisition process, potential reduction in property acquisition costs.

Justification: This task was not contemplated in the original agreement

- E Parking impacts to Mixed use Condo building on west side of LaGrange Road – In an effort to reduce the amount of necessary property acquisition and understand the true impacts to parking on this site, V3 was directed to evaluate the impacts to parking and access on the property. This task included parking requirement research, geometric studies, parking layout alternative analysis, property acquisition studies, preparation of a summary memorandum and coordination with the Village.

Project Benefit: expedited property acquisition process, potential reduction in property acquisition costs.

Justification: This task was not contemplated in the original agreement.

- F Right of Way Reduction – Eliminate right turn lane at 143rd & Ravinia

As a result of 1.2D above, the elimination of the right turn lane at this location was accepted. The following plan revisions are required to implement this change.

- 1 Revise prefinal plans to eliminate the right turn lanes on EB 143rd Street at Ravinia Avenue. Revised plan, profile, drainage design, cross sections and typical cross sections.
- 2 A revision to the Watermain Construction Documents was also required. These changes are included in item 2.3 below.

Project Benefit: Expedited property acquisition process, lower property acquisition costs.

Justification: These tasks were not contemplated in the original agreement.

2.0 Watermain Construction Documents Revisions

- 2.1 Redesign watermain to eliminate need for right of way along the south side of 143rd Street from Beacon to LaGrange Road – In an effort to expedite the construction of this project, knowing that the property acquisition would not likely be complete by Spring 2010, V3 was directed to redesign the watermain to eliminate the need for property acquisition along the south side of 143rd Street. The watermain was relocated into the existing right of way and beneath the pavement along the south side of 143rd Street from Beacon Street to Lagrange Road. This task required design and modification to the final watermain plans (5 plan sheets), update of cost estimates and coordination with the Village.

Project Benefit: Expedited project construction start.

Justification: This task was not contemplated in the original agreement.

- 2.2 Redesign watermain along 143rd Street to eliminate potential utility conflicts. Move watermain from south side of 143rd Street to the north side of 143rd Street – The proposed watermain redesign detailed under 2.1 above resulted in a design that would require construction in close proximity to existing utilities and numerous utility crossings. An evaluation of the potential costs of this work, potential for conflicts, unforeseen costs during construction, and future maintenance of the system resulted in the request for an additional redesign. The Village requested that the watermain be redesigned to move the main to the north side of 143rd Street from Beacon Street to LaGrange Road. This task required design and modification to the final watermain plans (5 plan sheets), update of cost estimates and coordination with the Village.

Project Benefit: Expedited project construction, lower construction costs.

Justification: This task was not contemplated in the original agreement.

- 2.3 Watermain CD Changes - Revised Watermain Bid Documents to modify watermain at the locations where right turn lanes were eliminated. Right turn lanes were eliminated for the EB direction of 143rd & Ravinia and the north and southbound directions of 143rd & LaGrange Road. Plans and Profiles were modified along with connection details.

3.0 Corridor Enhancements

3.1 Additional Design and Plans

- A Preliminary Studies - Median landscape area widening – In an effort to increase the amount of area available for aesthetic enhancements along the corridor and improve pedestrian access at the intersection of 143rd Street and LaGrange Road, V3 was directed to evaluate alternatives that will increase the widths of the medians along both LaGrange Road and 143rd Street. V3 also researched the design guidelines and criteria that govern the improvements and provided feedback on our opinion of the likelihood that IDOT would approve the proposed changes. Six main alternatives were evaluated along with several sub alternatives. The task involved Highway Capacity Software analysis, revisions to the geometric designs at the intersection, preparation of a summary memorandum and coordination with the Village staff.

Project Benefit: Improved corridor aesthetics, improved pedestrian safety.

Justification: This task was not contemplated in the original agreement.

- B Alternative Design Studies - At the time the prefinal roadway geometry is complete, we will revise the Schematic Design options presented to the Department of Development Services to include: parkway; median and intersection paving; monumentation; landscaping; walls; and lighting options. Research and preliminary drafting of adjacent uses will be necessary to coordinate the location of streetscape elements with existing and proposed grades, access points, retaining walls, buildings, and landscaping. The revised drawings will include street sections and

up to four plan view vignettes at 1"=10 or 1"=5' to illustrate the proposed urban street elements. Norris Design will coordinate the street layouts, design and dimensions with V3 to ensure that the character of the thoroughfares is integrated with the urban context of its surroundings. Revisions to the Schematic Design options for presentation to the Department of Development Services shall include:

- 1 The preparation of two (2) plan view landscape concepts for presentation to the Village board;
- 2 Preliminary cost estimates for each concept;
- 3 Landscape vignettes of typical intersection and tree lawn areas at an appropriate scale;
- 4 Proposed section drawings of key areas illustrating intersection nodes and other landscape features;
- 5 Attending two (2) meetings with the Village during this task. Following the final meeting, we will refine one set of plans which will then be incorporated into the Construction Document Task below.

C Design Development - Following the Village's direction to proceed with one of the preliminary design options, Norris Design will develop Design Development level plan sets for the improvements to include detailed design of the following:

- 1 Hardscape and paving designs;
- 2 Intersection monumentation (primary and secondary);
- 3 Landscaping to include plant material call outs, walls, planters and ornamental fencing;
- 4 Amenity details (lighting, benches, bollards, etc.);
- 5 A landscape plan will be prepared to include the location and quantities of all existing (to remain) and the location, type, size and quantities of all proposed plant material and site furnishings;
- 6 The plans will be submitted to the Village for review and comment as part of the Design Development plan process. Following review of the plans we anticipate minor revisions based on comments from the Village. We will make recommended revisions to the plan prior to commencement of the Construction Documents below; and,
- 7 Norris Design will also provide (2) 3D Photo Composite Visualizations to help portray the proposed design. These visualizations will show existing conditions and proposed improvements from 2 key areas along the 143rd Street and LaGrange Road streetscape.

D Construction Documents – Additional Landscaping Sheets. Following the completion of the Design Development Task, we will prepare documentation necessary to bid and construct the landscape design for the project as follows:

- 1 Provide detailed landscape plans, identifying plant locations and species (at 1" = 20' scale)
 - 2 Provide planting and landscape details
 - 3 Provide technical landscape specifications
 - i Soil Preparation and Fine Grading
 - ii Monumentation
 - iii Hardscape
 - iv Landscape Installation
 - v Landscape Maintenance
 - vi Lawns and grasses
 - 4 We anticipate the following Landscape Construction Document Sheets will be included with the overall construction document package;
 - i Site Notes and Plant List
 - ii Landscape Plan
 - iii Grading and Enhanced landscape Details
 - iv Details and Elevations
 - 5 Attendance at three (3) project team meetings with the consultant team and one (1) meeting with the Village of Orland Park during review of the Construction Documents is anticipated. Construction documents shall be submitted for review by the Village at 75%, 95% and 100% completion.
- E Construction Documents – Additional Irrigation Plan Sheets. Following the completion of the Design Development Task, we will prepare documentation necessary to bid and construct the additional irrigation required for the project as follows:
- 1 Provide detailed irrigation plans, identifying service and head locations (at 1" = 20' scale)
 - i Irrigation Plan (4 sheets)
 - ii Irrigation notes
 - iii Irrigation details
 - 2 Provide technical Irrigation specifications
- F Construction Documents – Additional Lighting and Electrical Plans. Following the completion of the Design Development Task, we will prepare documentation necessary to bid and construct the additional ornamental lighting along the parkways as well as the electrical and distribution plans for holiday lighting and landscape accent lighting as required for the project as follows:
- 1 Provide detailed lighting and electrical plans, identifying poles, outlets, uplights, holiday lighting receptacles, controllers and other necessary appurtenances (at 1" = 20' scale)
 - i Lighting and Electrical Plans (6 sheets)
 - ii Lighting and Electrical notes
 - iii Lighting and Electrical details

- 2 Provide technical Lighting and Electrical specifications
- G Construction Documents – Structural Plans. Following the completion of the Design Development Task, we will prepare documentation necessary to bid and construct the structural foundations for retaining walls, sign foundations, and other necessary details for the addition of aesthetic enhancements for the project as follows:
 - 1 Provide structural details for retaining wall, sign foundation at appropriate scales
 - i Structural detail (2 sheets)
 - 2 Provide technical structural specifications as necessary including:
 - i Cast-in –place Concrete
 - ii Reinforcement Steel
 - iii Special Concrete Finishes and textures
 - iv Concrete Colors
 - v Pre-Cast Concrete shapes

3.2 Revisions to Plans for RTL deletion

- A Revisions to Intersection Design Study (IDS) for 142nd Street & LaGrange Road - Once the proposed alternatives are selected under item 3.1 we will update the IDS for this intersection to reflect the revised geometrics and lane configurations. This task will require geometric changes and updating of traffic analysis data that was developed for the intersection under item 3.1, to be drafted onto the IDS sheets. This revised drawing will be transmitted to IDOT for their review and approval. Meeting and coordination related to this item are included under 6.2 below.
- B Revisions to IDS for 143rd Street & LaGrange Road - Once the proposed alternatives are selected under item 3.1 we will update the IDS for this intersection to reflect the revised geometrics and lane configurations. This task will require geometric changes and updating of traffic analysis data that was developed for the intersection under item 3.1 to be drafted onto the IDS sheets. This revised drawing will be transmitted to IDOT for their review and approval. Meeting and coordination related to this item are included under 6.2 below.
- C Revisions to prefinal plans - To accommodate the widened median areas and/or the elimination of the right turn lanes on NB and SB LaGrange Road at 143rd Street the prefinal plans that have been prepared based on the IDS's and plans that are currently under review by IDOT and the Village, will require substantial revisions to incorporate the necessary changes. The following sheets will require revisions:
 - 1 Typical Sections – 1 sheet
 - 2 Row and Easement Location Plan – 2 sheets
 - 3 Construction Staging – 6 sheets
 - 4 Erosion Control and Restoration – 2 sheets
 - 5 Removals – 2 sheets

- 6 Plan & Profile – 3 sheets
- 7 Drainage and Utility – 5 sheets
- 8 Pavement Marking sheets 2- sheets
- 9 Traffic signal Plans – 7 sheets
- 10 Light Plans – 2 sheets
- 11 Cross Sections - 10 sheets

Total of 42 of the 76 sheets will require revisions

In addition, the Opinions of Probably Construction Cost and project manual will be updated to incorporate the additional landscaping enhancement work. One additional meeting with the Village to review these changes is anticipated.

Project Benefit: Improved corridor aesthetics, improved pedestrian safety, potential reduction in Construction Costs.

Justification: These tasks were not contemplated in the original agreement.

4.0 Temporary Traffic Signal at 142nd and LaGrange Road

4.1 Preliminary studies

- A Perform Traffic Analysis to determine minimum lane configuration required to provide acceptable level of service and queue length at 143rd to allow the safe installation of the signal at 142nd Street.
- B Calculate queue lengths for both 143rd Street and 142nd Street intersections to confirm that there will be no queue conflicts between the intersections.
- C Review existing typical sections to confirm that the additional temporary lane configurations can be constructed within the existing rights-of-way.
- D Prepare Memorandum and provide supporting documentation for a letter to IDOT requesting the addition of this signal. The submittal will include:
 - 1 Brief Memorandum
 - 2 Roadway Improvements Plan Exhibit
 - 3 Signal Improvements Plan Exhibits
 - 4 HCS Analysis Summary and Comparison

4.2 Prepare construction documents for proposed improvements as separate plan set for bidding or change order to existing contract.

- A Plans to include:
 - 1 Title Sheet
 - 2 General Notes
 - 3 Typical Sections
 - 4 Plan and Profile Sheets (2 Each)
 - 5 Cross Sections (4 Sheets)
 - 6 Temporary Traffic Signal Plans 142nd Street (3 sheets)

- 7 Signal Modification Plans 143rd Street (2 Sheets)
- 8 Construction Details (6 sheets)

B Specifications/Special Provisions to include:

- 1 Earth Excavation
- 2 Site Clearing
- 3 Aggregate Base Course
- 4 Asphalt Paving
- 5 Traffic Signals
- 6 Restoration

C Project Manual to include:

- 1 Instructions To Bidders
- 2 General Provisions
- 3 Bid Submission Requirements
- 4 Evaluation of Bids/Bidders
- 5 Bid Submittal Checklist
- 6 Bidder Summary Sheet
- 7 Unit Price Bid Sheet
- 8 Business Organization
- 9 Certificate of Eligibility to Enter into Contracts
- 10 Equal Employment Opportunity
- 11 Certification of Compliance With the Illinois Prevailing Wage Act
- 12 Contractor's Certification Sexual Harassment, Tax & Substance Abuse
- 13 Apprenticeship and Training Program Certification
- 14 References
- 15 Insurance Requirements
- 16 Special Provisions
- 17 Soils Investigation Report
- 18 Standard Form Contract

4.3 Bidding

- A Review and prepare Bidding Documents. Documents to be issued in electronic PDF format on CD-ROM. No printing of bid sets is included within the scope of this agreement.
- B Provide four copies of the Construction Documents and one set of pdf format documents for the Villages records
- C Answer RFI's related to the Construction Documents.
- D Attend Pre-Bid Meeting
- E Prepare a maximum of two addenda
- F Attend Bid Opening
- G Prepare Contractor Recommendation letter

Project Benefit: Will expedite the construction of the traffic signal at 142nd and LaGrange Road and allow full access at this intersection.

Justification: These tasks were not contemplated in the original agreement.

5.0 Utility Relocation

5.1 Coordination and Support

- A Continued coordination with property owners in support of the acquisition of easements for utility relocation (up to five meetings).
- B Coordination with ComEd, AT&T and Comcast regarding the relocation of their facility along 143rd Street and LaGrange Road (email, telephone and meeting coordination as necessary).
- C Constructability reviews related to the undergrounding of proposed utilities.

Project Benefit: Required for ComEd to continue the design of the relocation of the overhead utilities.

Justification: These tasks were not contemplated in the original agreement.

5.2 Property Acquisition

- A Revisions to previously prepared Legal Descriptions and Plan Exhibits to add Commonwealth Edison Easements. Revise up to 10 plats.
- B Prepare Legal Descriptions and Plan Exhibits, on properties where plats had not previously been prepared, for Commonwealth Edison Easements. Prepare up to 9 Plats.
- C Additional Pick up surveys required to prepare new plats

Project Benefit: Required for ComEd's design of the relocation of the overhead utilities.

Justification: These tasks were not contemplated in the original agreement.

5.3 Utility Relocation Construction Documents

- A Prepare construction documents that cover the proposed electrical work that will not be included as part of the ComEd Contract including the reconnection of electrical services and restoration of landscaping that would not be typically provided by ComEd. This work may also include the underground conduit work for ComEd's relocation if a separate contract will expedite the construction.

B Plans to include:

- 1 Title Sheet
- 2 General notes/Index
- 3 Alignment & Ties
- 4 Plan sheets
- 5 Construction Details

C Project Manual to include:

- 1 Instructions To Bidders
- 2 General Provisions
- 3 Bid Submission Requirements
- 4 Evaluation of Bids/Bidders
- 5 Bid Submittal Checklist
- 6 Bidder Summary Sheet

- 7 Unit Price Bid Sheet
- 8 Business Organization
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- 10 Equal Employment Opportunity
- 11 Certification of Compliance With the Illinois Prevailing Wage Act
- 12 Contractor's Certification Sexual Harassment, Tax & Substance Abuse
- 13 Apprenticeship and Training Program Certification
- 14 References
- 15 Insurance Requirements
- 16 Special Provisions
- 17 Soils Investigation Report
- 18 Standard Form Contract

- D Submit the plans to the Village and ComEd for review and comment. Revised plans and provide disposition of Comments.
- E Provide Bidding Support related to this work.

6.0 Additional Meetings and Coordination

6.1 IDOT - Project coordination between intersection project and future Corridor Improvements by IDOT.

- A Up to four meetings with Village, IDOT, McDonough and V3 to coordinate transitions between the designs contracts.
- B Development of preliminary traffic staging concepts between projects.
- C Extension of northern permanent pavement improvement limits
- D Necessary drainage revisions

Project Benefit: Necessary to achieve IDOT approval of changes required for corridor enhancements.

Justification: These tasks were not contemplated in the original agreement.

6.2 Internal

- A Four to five meetings will be required to resolve comments on Preliminary Engineering and discuss & coordinate corridor enhancement modifications.
- B Bi-weekly meetings with Project Development Group, Estimate 20 meetings/conference calls
- C Schedule coordination between utility relocation projects.

Project Benefit: Necessary to coordinate changes required for corridor enhancements, expedited property acquisition, additional management required to aggressively push the project forward.

Justification: These tasks were not contemplated in the original agreement.

7.0 Reimbursable Expenses

- 7.1 Printing of submittal items listed above
- 7.2 Transportation to meetings and field visits
- 7.3 Miscellaneous field supplies
- 7.4 Preparation of Bidding CD-ROM's

Project Exclusions

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

- Environmental investigations or analysis;
- Printing of bid sets of Construction Documents

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

Project Schedule

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal and receipt of IDOT's approval of the traffic study and intersection design studies. IDOT typically provides review comments within 3-6 months after each submittal. We anticipate completion of the design portion of the project on a time line that will allow bidding of the project in mid to late 2010.

Compensation

For the aforementioned design engineering services, V3 Companies of Illinois, Ltd. shall be paid the following lump sum fees for the work performed:

Planning & Design Engineering	
1.0 Property Acquisition Support	\$39,910
2.0 Watermain Construction Document Revisions	\$25,386
3.1 Roadway Corridor Enhancements - Additional Design and Plans	\$70,096
3.2 Roadway Corridor Enhancements - Revisions to plans for RTL deletion	\$44,009
4.0 Temp. Traffic Signal at 142 nd & LaGrange Road	\$33,228
5.1 Utility Relocation - Coordination & Support	\$14,274
5.2 Utility Relocation - Property Acquisition	\$26,866
5.3 Utility Relocation - Conduit Construction Documents	\$29,080
6.1 Additional Meetings and Coordination – IDOT	\$17,935
6.2 Additional Meetings and Coordination - Internal	\$35,107
7.0 Reimbursable Expenses	<u>\$5,000</u>
Total for Planning & Design Engineering	<u>\$340,891</u>

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 appropriate employee billing rate as set forth on V3's Billing Rate Schedule attached hereto, shall be used.

V3 shall be compensated for 100% of reimbursable expenses such as printing, postage, messenger service, travel and other similar, project-related items up to an anticipated maximum of \$5,000 (included above).

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.

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.

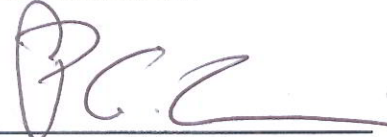
We appreciate the opportunity to present this proposal and look forward to working with the Village of Orland Park on this project.

Sincerely,
V3 Companies of Illinois, LTD.



George J. Schober
Senior Project Manager
GJS/gjs

Accepted For:
Village of Orland Park

By: 

Title: VILLAGE MANAGER

Date: 5/11/10

enclosures

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