

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#:

Multi Year:

Amount \$0.00

Contract Type: Professional Services

Contractor's Name: V3 Companies of Illinois

Contractor's AKA:

Execution Date: 12/1/2009

Termination Date: 12/31/2010

Renewal Date: 12/31/2010

Department: Finance

Originating Person: Denise Domalewski

Contract Description: General Contract

addendum 9.13.10 - 143rd Watermain Extension

\$13,400

proposal 10.11.10 - PARC Grant application \$2500

12/23/10 Addendum A - extend contract thru 12/31/11

4/20/11 Beacon Auto Site - \$4850

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

May 11, 2011

Mr. Dwayne L. Gillian, P.E.
V3 Companies
7325 Janes Avenue
Woodridge, Illinois 60517

RE: *NOTICE TO PROCEED - Due Diligence Services – Beacon Auto Site*

Dear Mr. Gillian:

This notification is to inform you that the Village of Orland Park has accepted and signed the proposal dated April 20, 2011 for due diligence services at Beacon Auto site. Please attach this document to the Professional Engineering Services General Services Contract addendum between V3 Companies and the Village of Orland Park dated December 23, 2010.

Please contact Christopher McDonell at 708-403-6134 regarding the work.

The Village will be processing a Purchase Order for this contract/service and will fax it to you when available. 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 proposal dated April 20, 2011 in an amount not to exceed Four Thousand Eight Hundred Fifty and No/100 (\$4,850.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski".

Denise Domalewski
Contract Administrator

cc: Chris McDonell



April 20, 2011

Mr. Christopher McDonell
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

Re: Due Diligence Services
Beacon Auto Site
Orland Park, Illinois

Dear Mr. McDonell:

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

Project Understanding

The subject property, consisting of approximately 1.5 acres, is shown on the attached Plat of Survey and is located east of, and adjacent to, the Wabash Railroad. The site lies between 143rd Street and 144th Street in Orland Park, Illinois.

It is our understanding that due diligence services are required to assist in determining constraints that may affect development of the subject property.

Compensation

The basic services, as described below in the Scope of Services section, will be performed for a lump sum fee of **\$4,850**

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

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 at the completion of the each phase for professional services and reimbursable expenses.

Scope of Services

V3 will assist in the following aspects of the due diligence phase in order to determine site constraints that may impact development of the subject property.

1. Consult with CLIENT to clarify and define requirements for the Project and review available data.

2. Identify and analyze requirements of governmental authorities having jurisdiction over the design and construction of the Project.
3. Determine applicable government and utility jurisdictions with respect to infrastructure. The following regulatory bodies will be contacted as required:
 - a. Local, state and federal agencies
 - b. Public and private utilities
 - c. Determine:
 1. Scope of authority
 2. Contact person, title, address, phone number
 3. Required permits and approvals
 4. Normal review period
4. Evaluate site characteristics and their potential impact on development.
 - a. Topography
 1. Obtain and review U.S.G.S. mapping.
 2. Obtain and review more accurate topographic survey, if available, from CLIENT or others.
 - b. Soils
 1. Obtain and review Natural Resources Conservation Service information regarding soil types and characteristics.
 2. Review soil borings, if available, and evaluate potential impact of existing soils on developable site area.
 - c. Hydrology
 1. Obtain and review FEMA's Flood Insurance Rate Maps (FIRM) and determine the general extent of floodplain and floodway encroachment on the site.
 2. Review information on approximate range of depths to water table if such information is available.
 3. Determine approximate watershed area tributary to the subject property.
 - d. Site Visit
 1. Inform CLIENT prior to visit.
 2. Report on observations:
 - Existing improvements
 - Apparent land disturbance activities
 - Existing vegetation
 - Topographical features
 - Existing water features; ponds, creeks, etc.
5. Investigate available utilities
 - a. Water
 1. System owner
 2. Availability
 3. Capacity
 4. Published Fee information

- Tap fees and meter costs
 - Applicable recapture costs
 - Usage rate fees
- b. Sanitary
1. Facilities Planning Area (FPA)
 2. Treatment Plant location and capacity
 3. Availability of sewer/Need for lift station(s)
 4. Capacity of sewer
 5. Published Fee information
 - Connection fees
 - Applicable recapture costs
 - Usage rate fees
- c. Stormwater Management
1. Estimate detention requirements for the property when fully improved.
 2. Estimate surface area and location to be devoted to stormwater detention.
 3. Determine overflow route(s).
 4. Impact of floodplains - Identify the potential need for compensatory storage if applicable.
- d. Electrical
1. Location and size of service
 2. Capability of servicing the property
- e. Gas
1. Location and size of service
 2. Capability of servicing the property
- f. Telephone
1. Location of service
 2. Capability of servicing the property

Extent of Agreement

This agreement does **not** include services for:

1. Preparation for, and attendance at, public meetings.
2. Preliminary or final design, permitting or construction documents of any kind.
3. Survey, wetland, archaeological, environmental, geotechnical or traffic consulting.

V3 may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.

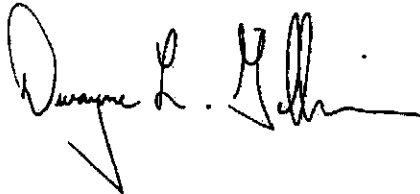
Mr. Christopher McDonell
Village of Orland Park
April 20, 2011
Page 4

Miscellaneous Contractual Items

This agreement and attachments represent the entire understanding between CLIENT and V3. If the terms of this agreement are found to be satisfactory please sign in the space provided below and return one copy to our office.

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

Sincerely,
V3 COMPANIES, LTD.



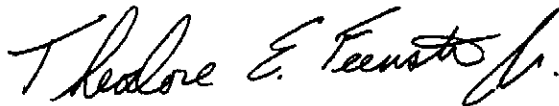
Dwayne L. Gillian, P. E.
Senior Project Manager

Accepted For:
THE VILLAGE OF ORLAND PARK

BY: 

TITLE: Paul G. Grimes
Village Manager

DATE: 5/5/11



Theodore E. Feenstra, Jr., P.E., LEED AP
Director of Land Development

Attachments

DLG/TEF/jmb



V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2011 through December 31, 2011)

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
Project Ecologist	100.00
Project Scientist	100.00
Assistant Resident Engineer	95.00
Engineer III	90.00
Scientist III	90.00
Ecologist 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
Field Ecologist	85.00
Ecologist I/II	85.00
Field Ecologist I/II	70.00
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.