

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0741

Innoprise Contract #:

Year: 2014

Amount: \$3,500,000.00

Department: Dev Services - Kurt Corrigan

Contract Type: AIA Document A133 - Construction Management

Contractors Name: V3 Construction Group, Ltd.

Contract Description: LaGrange Road Corridor Enhancements - Construction Management
CA001 - CA004 Feb 2014

Authorization Log

Authorization #	Vendor	Description	Authorization Amount
CA001	Willis	\$3,500,000 Project Bond - 4 Year Duration	\$ 26,112.00
CA002	Willis	Highway Permit Bond	\$ 10,000.00
CA003	Norris Design	Hourly Construction Administration Services - March 1, 2014 to April 1, 2017	\$ 138,000.00
CA004	V3 Consultants	Hourly Construction Layout Services - March 1, 2014 to December 31, 2014	\$ 30,000.00

Contract Amount	\$ 3,500,000.00
Site Supervision/Re Services & Coordination	\$ 360,000.00
Construction Management Fee	\$ 198,000.00
Original Unlet Contract Amount	\$ 2,942,000.00
Total Authorizations	\$ 204,112.00
Current Unlet Contract Amount	\$ 2,737,888.00



CONTRACT AUTHORIZATION

AUTHORIZATION NO: CA001

PROJECT INFORMATION

Project Name: LaGrange Road Corridor Improvements
Project Number: CG14002
Client Name: Village of Orland Park
Contract/P.O. Number: _____
Date of Contract/P.O. _____

AUTHORIZATION DETAIL

Company Name for Contract Award: Willis

Description of Work: \$3,500,000 Project Bond - 4 Year Duration

Contract Amount to be Authorized: \$ 26,112.00 *OK REC*

UNLET CONTRACT DETAIL

Original Unlet Contract Amount: \$ 2,942,000.00

Current Unlet Contract Amount as Previously Adjusted: \$ 2,942,000.00

Current Amount Authorized: \$ 26,112.00

New Unlet Contract Amount due to this Authorization: \$ 2,915,888.00

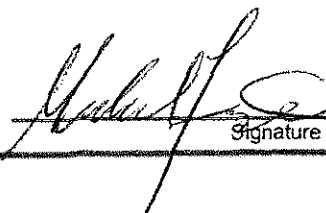
APPROVALS REQUIRED

To be effective, this Authorization must be approved by the Village of Orland Park and V3

Village of Orland Park: 
Signature

Date: 2/24/14

V3 CG:


Signature

Date: 2/26/14

Keith Butkus

From: Mike Famiglietti
Sent: Wednesday, February 19, 2014 12:11 PM
To: Keith Butkus
Subject: Fwd: Lagrange Road

See below and we can discuss later.

Thanks,
Mike

Sent from mobile device

Begin forwarded message:

From: "Adams, John" <John.Adams@willis.com>
Date: February 19, 2014 at 12:02:13 PM CST
To: "Mike Famiglietti - V3 Construction Group (mfamiglietti@v3co.com)"
<mfamiglietti@v3co.com>
Cc: "Adams, John" <John.Adams@willis.com>, "Eitel, Tina" <Tina.Eitel@willis.com>
Subject: Lagrange Road

Mike,

As far as the rate for the Performance and Payment Bond, on the cost plus contract NAS charges 60% off their miscellaneous rates. As I mentioned, given the majority of your work will be performed in 2015 and beyond they will have to add in the additional surcharge here (1% for each month over 12 months or in this case 36%). So overall we would be looking at the premium for the \$3.5mil cost plus contract with 4 year duration of:

First \$500k - \$7.20
Next \$2,000k - \$5.40
Next \$2,500k - \$4.80

Based on those rates and the \$3.5 million contract amount the base premium would be \$19,200. The additional 36% would bring the total premium to **\$26,112**. Even with the surcharge to these rates the total is almost the same as if NAS used your standard contract surety rates with no surcharge.

The rate for the Highway Permit Bond is a flat \$10.00 per thousand and the premium would amount to **\$10,000**.

Let me know if you have any questions.

John

John E. Adams, C.P.C.U.
Sr. Vice President
Willis
425 N. Martingale Ste. 1100
Schaumburg, IL 60173
john.adams@willis.com
Phone: 847-517-3450

Fax: 847-517-9033
Cell: 630-235-3698

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THE WILLIS CAUSE

- We thoroughly understand our clients' needs and their industries.
- We develop client solutions with the best markets, price and terms.
- We relentlessly deliver quality client service.
- We get claims paid quickly.

...WITH INTEGRITY

For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit http://www.willis.com/email_trailer.aspx

We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this service or learn more about it, please let me know or contact your Client Advocate for full details. ~W67897



CONTRACT AUTHORIZATION

AUTHORIZATION NO: CA002

PROJECT INFORMATION

Project Name: LaGrange Road Corridor Improvements
Project Number: CG14002
Client Name: Village of Orland Park
Contract/P.O. Number: _____
Date of Contract/P.O. _____

AUTHORIZATION DETAIL

Company Name for Contract Award: Willis

Description of Work: Highway Permit Bond

Contract Amount to be Authorized: \$ 10,000.00

OK
KRC

UNLET CONTRACT DETAIL

Original Unlet Contract Amount: \$ 2,942,000.00

Current Unlet Contract Amount as Previously Adjusted: \$ 2,915,888.00

Current Amount Authorized: \$ 10,000.00

New Unlet Contract Amount due to this Authorization: \$ 2,905,888.00

APPROVALS REQUIRED

To be effective, this Authorization must be approved by the Village of Orland Park and V3

Village of Orland Park: [Signature]
Signature

Date: 2/24/14

V3 CG:

[Signature]
Signature

Date: 2/26/14

Keith Butkus

From: Mike Famiglietti
Sent: Wednesday, February 19, 2014 12:11 PM
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Date: February 19, 2014 at 12:02:13 PM CST
To: "Mike Famiglietti - V3 Construction Group (mfamiglietti@v3co.com)" <mfamiglietti@v3co.com>
Cc: "Adams, John" <John.Adams@willis.com>, "Eitel, Tina" <Tina.Eitel@willis.com>
Subject: Lagrange Road

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The rate for the Highway Permit Bond is a flat \$10.00 per thousand and the premium would amount to **\$10,000**.

Let me know if you have any questions.

John

John E. Adams, C.P.C.U.
Sr. Vice President
Willis
425 N. Martingale Ste. 1100
Schaumburg, IL 60173
john.adams@willis.com
Phone: 847-517-3450

Fax: 847-517-9033
Cell: 630-235-3698

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THE WILLIS CAUSE

- * We thoroughly understand our clients' needs and their industries.
- * We develop client solutions with the best markets, price and terms.
- * We relentlessly deliver quality client service.
- * We get claims paid quickly.

...WITH INTEGRITY

For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit http://www.willis.com/email_trailer.aspx

We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this service or learn more about it, please let me know or contact your Client Advocate for full details. ~W67897



CONTRACT AUTHORIZATION

AUTHORIZATION NO: CA003

PROJECT INFORMATION

Project Name: LaGrange Road Corridor Improvements
Project Number: CG14002
Client Name: Village of Orland Park
Contract/P.O. Number: _____
Date of Contract/P.O. _____

AUTHORIZATION DETAIL

Company Name for Contract Award: Norris Design

Description of Work: Hourly Construction Administration Services - March 1, 2014 to April 1, 2017

Contract Amount to be Authorized: \$ 138,000.00 *OK KRC*

UNLET CONTRACT DETAIL

Original Unlet Contract Amount: \$ 2,942,000.00

Current Unlet Contract Amount as Previously Adjusted: \$ 2,905,888.00

Current Amount Authorized: \$ 138,000.00

New Unlet Contract Amount due to this Authorization: \$ 2,767,888.00

APPROVALS REQUIRED

To be effective, this Authorization must be approved by the Village of Orland Park and V3

Village of Orland Park:

[Signature]
Signature

Date: 2/24/14

V3 CG:

[Signature]
Signature

Date: 2/26/14

540 Duane Street
Glen Ellyn, Illinois 60137
630.547.9372



February 13, 2013

Mr. Mike Famiglietti, P.E.
Director of Construction
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517

LaGrange Road Streetscape

Segments 1-3

Orland Park, Illinois
Landscape Architecture

PROJECT DESCRIPTION

This proposal is intended to provide a contract for assistance with construction management of the LaGrange Road Enhancement project, located in Orland Park, Illinois. Norris Design will act on behalf of V3 Companies during the construction period anticipated from April 1, 2014 through April 1, 2017. Administrative work occurring prior to April 1st is included in this scope. Services performed past April 1, 2017 which are not specified as part of a task, will be performed on an hourly basis.

SCOPE OF WORK

Task 1: Construction Observation

In this phase of the work, Norris Design will provide construction observation services as needed and as requested by the Village. The services anticipated in this scope of work are as follows:

- Attend Pre-Construction meetings with contractors.
- Make appropriate plan revisions following the Permit Set submittal to IDOT
- Review bids from landscape and irrigation contractors and provide award recommendations.
- Review and approve shop drawings and other required contractor submittals for the project.
- Construction administration support by URS for Village enhancement structural foundations and electrical design.
- Identify and tag plant material including trees and shrubs at local nurseries.
- Review and approve reasonable change order requests for the project.
- Conduct weekly field visits and follow-up with a written report for each visit. As the project progresses, we anticipate 1-2 visits per week depending on construction activity. A total of 92 site visits are anticipated over a 36 month timeframe.
- Attend one (1) progress meeting per week during construction with Resident Engineer, General Contractor and Village of Orland Park. A total of 72 meetings are anticipated over a 36 month timeframe.
- Address RFI's during the construction period.

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- Address design changes due to field decisions that may need to be answered immediately.
- Conduct one (1) punchlist walk thru per Segment for substantial completion.
- Conduct one (1) follow-up inspection per Segment for the final punch list inspection.

AGREEMENT QUALIFICATIONS

A. Assumptions

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

1. N/A

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

1. Illustrative Graphics (other than those identified within this agreement)
2. Engineering (i.e. – Mechanical, Traffic, etc)

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item

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TERMS AND CONDITIONS

A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on work complete. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
4. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
5. Client agrees to pay all invoiced fees and costs within 30 days of billing.
6. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
7. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
8. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
9. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
10. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
11. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
12. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
13. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
14. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
15. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their

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Glen Ellyn, Illinois 60137
630.547.9372



- successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
16. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.
 17. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
 18. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
 19. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
 20. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
 21. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

B. Standard Hourly Rates

Principal	\$100.00 - \$130.00/Hour
Senior Planner/Landscape Architect	\$80.00 - \$100.00/Hour
Planner/Landscape Architect	\$65.00 - \$80.00/Hour
Graphic Designer	\$80.00 - \$90.00/Hour
Photographer	\$130.00/Hour
IT Specialist	\$90.00/Hour
Clerical	\$65.00/Hour

C. Fee Schedule

Task 1 - Construction Observation	\$Hourly
Total Fee Estimated Not to Exceed (Excluding Expenses)	\$138,000.00

D. Acceptance and Agreement

540 Duane Street
Glen Ellyn, Illinois 60137
630.547.9372



Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

Norris Design - IL, LLC

V3 Companies

Name
Principal

Title
2/3/14

Date

Name

Title

Date

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.



CONTRACT AUTHORIZATION

AUTHORIZATION NO: CA004

PROJECT INFORMATION

Project Name: LaGrange Road Corridor Improvements
Project Number: CG14002
Client Name: Village of Orland Park
Contract/P.O. Number: _____
Date of Contract/P.O. _____

AUTHORIZATION DETAIL

Company Name for Contract Award: V3 Consultants

Description of Work: Hourly Construction Layout Services - March 1, 2014 to December 31, 2014

Contract Amount to be Authorized: \$ 30,000.00 *OK KRC*

UNLET CONTRACT DETAIL

Original Unlet Contract Amount: \$ 2,942,000.00

Current Unlet Contract Amount as Previously Adjusted: \$ 2,767,888.00

Current Amount Authorized: \$ 30,000.00

New Unlet Contract Amount due to this Authorization: \$ 2,737,888.00

APPROVALS REQUIRED

To be effective, this Authorization must be approved by the Village of Orland Park and V3

Village of Orland Park:

[Signature]
Signature

Date:

2/24/14

V3 CG:

[Signature]
Signature

Date:

2/26/14



February 13th, 2014

Mr. Keith Butkus
V3 Construction Group
7325 Janes Ave.
Woodridge, IL 60517

Re: LaGrange Road (131st-179th) – Orland Park, IL.
Proposal for Construction Surveying Services

Dear Mr. Butkus:

This letter shall serve as a proposal for providing surveying services at the above referenced project.

The scope of services and associated fee for said services represented in this letter of proposal are as follows:

- Construction layout office calculations and field staking as requested.
- Topographic mapping and drafting as requested.

For the aforementioned Construction Layout Services, V3 shall be paid on an **hourly** basis per V3's Billing Rate Sheet **not to exceed** a cap of **\$30,000**. Hours expended in the office such as managing, checking and pre-calculating coordinates shall be identified and separated in monthly invoices as stated herein, progress reports may be provided upon CLIENT's request. Hours expended in the field shall be approved by the CLIENT via a signed work authorization form presented by V3 Companies of Illinois (V3). All of the aforementioned survey services shall be invoiced and paid in a timely manner regardless of issuance and processing of purchase orders for said work by the CLIENT.

For Additional Services, 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.

* If additional copies of plats are requested by the client (which are to be delivered other than by U.S. Mail), after final invoicing has taken place, the client shall incur an additional charge of not less than \$50.00. An invoice for this service shall be sent along with the aforementioned copies.

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

Any labor and/or reproduction costs incurred by V3 associated with a Freedom of Information Act request under this agreement shall be considered Additional Services and shall be paid for by the CLIENT.

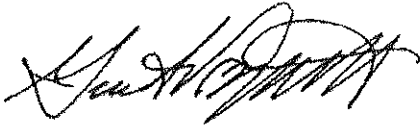
Payment shall be made within thirty (30) days of invoicing.

The fee and completion schedule stated herein is valid for 30 days from the date of proposal. If the 30 days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

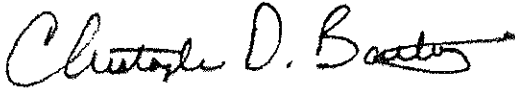
Client Name
Company
Date
Page 2

If the terms of this agreement are found to be satisfactory, please sign this agreement in duplicate in the space provided below and return one copy to our office.

Sincerely,
V3 COMPANIES OF ILLINOIS, LTD.



Grant Van Bortel, C.S.T.
Sr. Project Manager



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

GVB/CDB

Attachments

Accepted For:
V3 Construction Group

BY _____
Authorized Signature

PRINTED _____

TITLE _____

DATE _____



V3 CONSTRUCTION TRADES BILLING RATE SCHEDULE 2014-2015

Hourly rates are as follows and effective June 1, 2014 through May 31, 2015

<u>Description</u>	<u>Hourly Rate</u>
Principal	\$200.00
Survey Director	\$170.00
Sr. Project Manager/Professional Land Surveyor	\$150.00
Project Surveyor III	\$ 95.00
Technician III	\$ 90.00
Project Surveyor I/II	\$ 90.00
Technician I/II	\$ 70.00
Intern	\$ 50.00
Clerical	\$ 60.00
*/** Union One Man Survey Crew (Regular and O/T)	\$160.00
*Union Two Man Survey Crew (Regular Time)	\$214.00
*Union Two Man Survey Crew (Overtime)	\$286.00
<u>Sundays and Holidays</u>	
Union One Man Survey Crew	\$214.00
Union Two Man Survey Crew	\$380.00

* Survey Crews are billed for the time spent while working on the project site. (Travel time to and from the site is not billed.) Survey crews shall be active signatory Union members. Regular time shall be billed up to and including the first 8 hours, Monday through Friday. Overtime shall be billed for Saturdays and hours worked beyond 8 hours Monday through Friday.

**When appropriate

A minimum of 4 hours of survey crew time for field work performed in any given day shall be billed. A 2 hour show up cost will be charged when a crew is unable to work due to existing conditions at the project site

The above Survey Crew Rates shall increase approximately 5% starting June 1, 2015.



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.