

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2011-0285

Multi Year:

Amount \$35,470.00

Contract Type: Professional Services

Contractor's Name: V3 Companies of Il

Contractor's AKA:

Execution Date: 6/9/2011

Termination Date:

Renewal Date:

Department: Public Works

Originating Person: Ed Wilmes

Contract Description: Basin Best Practices Program

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

June 22, 2011

Mr. Gregory Wolterstorff, P.E.
V3 Companies of Illinois
7325 Janes Avenue
Woodridge, Illinois 60517

RE: **NOTICE TO PROCEED**
Basin Best Practices Program

Dear Mr. Wolterstorff:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of June 20, 2011.

Please contact Ed Wilmes at 708-403-6357 to arrange the commencement of the work.

The Village has processed Purchase Order #061016 for this contract/service and faxed this to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated June 9, 2011 in an amount not to exceed Thirty Five Thousand Four Hundred Seventy and No/100 (\$35,470.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
cc: Ed Wilmes

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

June 9, 2011

Mr. Gregory Wolterstorff, P.E.
V3 Companies of Illinois
7325 Janes Avenue
Woodridge, Illinois 60517

NOTICE OF AWARD – Basin Best Practices Program

Dear Mr. Wolterstorff:

This notification is to inform you that on May 16, 2011, the Village of Orland Park Board of Trustees approved awarding V3 Companies of Illinois the contract in accordance with the proposal you submitted dated April 7, 2011, for Basin Best Practices Program for an amount not to exceed Thirty Five Thousand Four Hundred Seventy and No/100 (\$35,470.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 23, 2011.

- Enclosed is the Contract for Basin Best Practices Program. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Ed Wilmes

VILLAGE OF ORLAND PARK
Basin Best Practices
(Contract for Professional Engineering Services)

This Contract is made this 9th day of June, 2011 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and V3 Companies of Illinois (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- The Request for Proposals issued March 22, 2011
- The Instructions to Proposers

The Proposal dated April 7, 2011 as it is responsive to the VILLAGE's RFP requirements

All Certifications required by the VILLAGE

Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Provide a technical assessment for an initial group of twenty-four(24) basins, a report of their condition including recommendations and costs for improvements that may be required to achieve the identified basin category, the development and production of educational and communication materials and a series of meetings that will include Staff and the Steering Committee. As outlined during the February presentation, the Steering Committee will assist in the review and prioritization of basin improvements that may be forthcoming. All recommendations for basin improvements identified are subject to Board review and approval

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the

following amount:

TASK	FEE
Stormwater Basins Assessment	\$19,960.00
Stormwater Basin Prioritization	\$ 5,360.00
Educational Material Creation & Training	\$ 7,450.00
Reimbursables	<u>\$ 2,700.00</u>
TOTAL	\$35,470.00

TOTAL COST: an amount not to exceed Thirty Five Thousand Four Hundred Seventy and No/100 (\$35,470.00) Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion. This Contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in

connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Gregory Wolterstorff, P.E.
V3 Companies of Illinois
7325 Janes Avenue
Woodridge, Illinois 60517
Telephone: 630-729-6334
Facsimile: 630-724-9202
e-mail: gwolterstorff@v3co.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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


relating to its failure to provide the public records to the Village of Orland Park under this agreement.

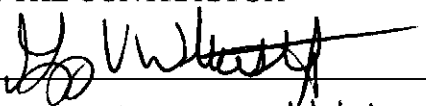
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

SECTION 14: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE
By: 
Print Name: Paul G. Grimes
Village Manager
Its: Village Manager
Date: 6/21/11

FOR: THE CONTRACTOR
By: 
Print Name: GREGORY V. WOLTERSTORFF
Its: VICE PRESIDENT
Date: 6/14/11

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.

2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

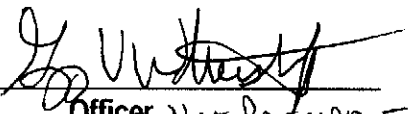
determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

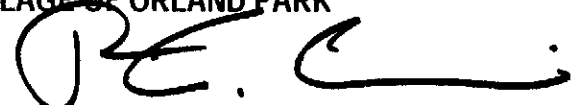
BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

V3 Companies of Illinois (ENGINEER)

By:  6/14/11
Officer VICE PRESIDENT Date

Print Name: GREGORY V. WOLTENSTORFF

VILLAGE OF ORLAND PARK

By:  6/21/11
Officer Date

Print Name: Paul G. Grimes
Village Manager



Project Fee Summary

The V3 Team will perform the scope of services defined in Section 5, Project Approach for the following fees. All fees will be billed as a Not to Exceed fee at a 2.80 Multiplier of actual labor wages.

The V3 Team Project Manhour Estimate, Maintenance Compensation Rates and Billing Rates are provided in this Section for detailed backup on this fee proposal.

Compensation:

TASK	FEE	TYPE
Base Proposal Tasks		
1. Stormwater Basins Assessment	\$19,960.00	Not To Exceed
2. Stormwater Basin Prioritization	\$5,360.00	Not To Exceed
3. Education Material Creation & Training	\$7,450.00	Not To Exceed
Reimbursables	\$2,700.00	Not To Exceed
TOTAL BASE PROPOSAL FEE	\$35,470.00	Not To Exceed
Alternate Services Tasks		
4. Stormwater Basin Master Plan	TBD	Not To Exceed
5. Establishment of Special Service Areas	TBD	Not To Exceed
6. Stormwater Basin Maintenance	TBD	Per Acre Rates
7. Stormwater Basin Restoration	TBD	Lump Sum Contract

Alternate services fees can be established upon request by Orland Park and definition of each scope item.

NATURAL AREA MAINTENANCE

COMPENSATION

Service	Unit	Fee	Fee Type
1a. Weed Control Management - Spot Spraying			
	Per Acre	\$500.00	Lump Sum
1b. Weed Control Management - Wicking			
	Per Acre	\$1,000.00	Lump Sum
1c. Weed Control Management - Boom Spraying			
	Per Acre	\$550.00	Lump Sum
2. Native Plug Installation¹			
	Per Plug	\$3.00	Lump Sum
3. Native Seed Installation¹			
	Per Acre	\$500.00	Lump Sum
4. Erosion Control Blanket (\$75) Installation¹			
	Per Acre	\$1,500.00	Lump Sum
5. Selective Brush Clearing²			
	Per Acre	\$3,500.00	Lump Sum
6. Prairie Mowing			
	Per Acre	\$225.00	Lump Sum
7. Prescribed Burn: Prep & Implementation³			
	Per Acre	\$750.00	Lump Sum
8. Site Monitoring⁴			
	Per Hour	**	Hourly
9. Site Reporting⁴			
	Per Hour	**	Hourly
10. Wetland Delineation⁴			
	Per Hour	**	Hourly
11. Materials Supply (plugs, seed, erosion control blanket)			
	-	Material Cost Plus 5% Markup	Lump Sum

Above prices assume non-prevailing wage

¹ labor only

² assumes brush piles burning onsite, not chipping or removal offsite

³ minimum per day \$2,000 (V3 will select burn sites in order to exceed minimum acreage and maximize efficiency)

⁴ See billing rates listed in Billing Rate Schedule for V3 Companies

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

Billing Rate Schedule

V3 COMPANIES
2011 BILLING RATE RANGES
FOR
PROFESSIONAL SERVICES

The CONSULTANT will bill the VILLAGE for all hourly tasks, assignments, and work performed in accordance with the following schedule of labor rates:

Employee Classification	Wage Rate Range*		x 2.8 Multiplier	
Principal	\$54.81	- \$70.00	\$153.47	- \$196.00
Division Director	\$50.00	- \$67.07	\$140.00	- \$187.80
Senior Project Manager	\$36.54	- \$70.00	\$102.31	- \$196.00
Senior Estimator	\$38.46	- \$48.46	\$107.69	- \$135.69
Senior Engineer	\$48.00	- \$70.00	\$134.40	- \$196.00
Project Manager	\$33.45	- \$47.12	\$93.66	- \$131.94
Project Engineer	\$25.00	- \$34.20	\$70.00	- \$95.76
Senior Scientist	\$26.25	- \$38.77	\$73.50	- \$108.56
Senior Technician	\$26.00	- \$33.00	\$72.80	- \$92.40
Engineer III	\$27.00	- \$28.85	\$75.60	- \$80.78
Scientist III	\$21.65	- \$28.50	\$60.62	- \$79.80
Technician III	\$20.58	- \$28.60	\$57.62	- \$80.08
Engineer I/II	\$23.28	- \$26.54	\$65.18	- \$74.31
Scientist I/II	\$18.00	- \$27.25	\$50.40	- \$76.30
Technician I/II	\$16.00	- \$25.00	\$44.80	- \$70.00
Survey Crew (2 person crew)	\$47.00	- \$50.00	\$131.60	- \$140.00
Technician	\$12.00	- \$23.00	\$33.60	- \$64.40
Administration	\$10.00	- \$33.50	\$28.00	- \$93.80

*\$70/hr
max



**Village of Orland Park
Request for Proposal - Basin Best Practices Program
Project Manhours Estimate
April 7, 2011**

TASK	Classifications			V3 Companies					Engineering Enterprises			
	Code	Rate	Hours	Design	Construction	Operations	Field	Training	Administrative	Project	Engineering	
1. Stormwater Basin Assessment												
Site Assessment Field Work			24									
Create Site Exhibits			2									
Site Recommendations & Cost Estimates			12	16					16			
2. Stormwater Basin Prioritization												
Steering Committee Meetings			12									
Basin Prioritization			4									
Design & Permitting Requirement List			4									
3. Education Material Creation & Training												
Educational Handout			8									
Educational Presentation			16									
Training Presentation			4									
BASE PROPOSAL TOTALS			33	16	0	0	4	0	16	0	0	0
												\$32,778.00

186
\$19,860.00

45
\$5,960.00

86
\$7,450.00

\$32,778.00

Reimbursable Cost (Handout Translation Fee) \$800.00
 Reimbursable Cost (Printing 2008 Handouts) \$2,000.00
 Reimbursable Cost (Billings, Printing, Etc) \$386.00

BASE CONTRACT TOTAL \$35,478.00

Note: Fee will be a Not To Exceed for each Task Item of the contract (including Reimbursables)

PROPOSAL SUMMARY SHEET

Basin Best Practices Program

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: V3 Companies

Street Address: 7325 Janes Avenue

City, State, Zip: Woodridge, IL 60517

Contact Name: Gregory V. Wolterstorff, P.E.

Phone: 630-729-6334 Fax: 630-724-9202

E-Mail address: gwolterstorff@v3co.com

FEIN#: 36-325440

Signature of Authorized Signee:  _____

Title: Executive Vice President

Date: 04/6/2011

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

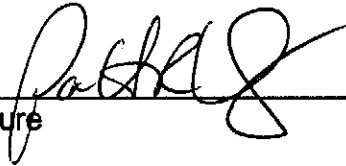
X Corporation: State of incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

V3 Companies (Corporate Seal)

Business Name


Signature

Patrick R. Kennedy

Print or type name

Executive Vice President

Title

04/6/2011

Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Patrick R. Kennedy, being first duly sworn certify
and say that I am Executive Vice President
(insert "sole owner," "partner," "president," or other proper title)

of V3 Companies, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

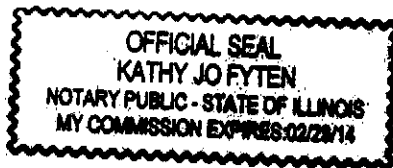


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 6 Day
of April, 2011



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

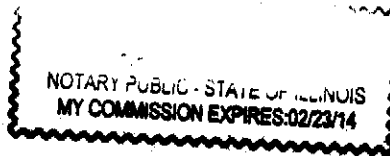
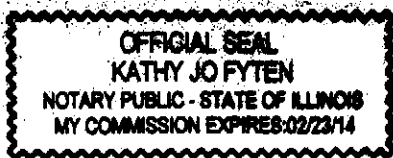
Patrick R. Kennedy, having submitted a proposal for
V3 Companies (Name of Contractor) for
Basin Best Practices Program (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and sworn to before
me this 6 day of April, 20 11



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

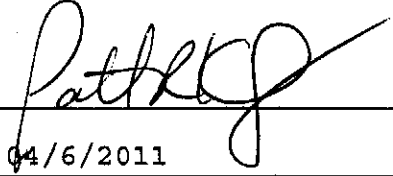
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

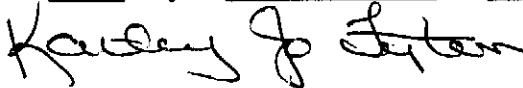
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

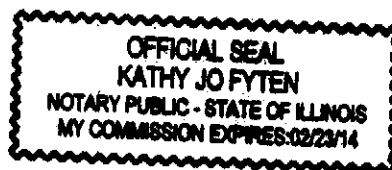
BY: 

DATE: 04/6/2011

Subscribed and sworn to before
me this 6 day of April, 2011



Notary Public



TAX CERTIFICATION

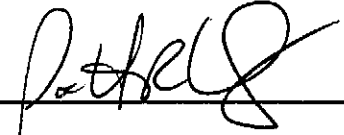
I, Patrick R. Kennedy, having been first duly sworn depose and state as follows:

I, Patrick R. Kennedy, am the duly authorized agent for V3 Companies, which has submitted a proposal to the Village of Orland Park for Basin Best Practices Program and I hereby certify
(Name of Project)

that V3 Companies is not

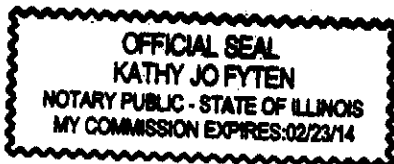
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: 
Title: Executive Vice President

Subscribed and Sworn to
Before me this 6
Day of April, 2011





REFERENCES

(Please Print or Type)

ORGANIZATION _____

ADDRESS _____

SEE ATTACHED FORM

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Proposer's Name & Title: _____

Signature and Date: _____

V3 REFERENCES

Project Name	Client	Date Completed	Project Budget	Contact Name	Contact Phone	Notes
Amhurst Lakes Business Park	PDC Properties Inc. *6250 North River Road Rosemont, IL 60018	2010	\$196,645	Sue Lehman	847-698-8534	*Ms. Lehman is now with Colliers, Bennett & Kahnweiler
Windham Lakes Chapco Pond	PDC Properties Inc. *6250 North River Road Rosemont, IL 60018	2010	\$55,406	Sue Lehman	847-698-8534	*Ms. Lehman is now with Colliers, Bennett & Kahnweiler
Kresswood Trails Stormwater Facility Analysis & Retrofit	City of West Chicago 475 Main Street West Chicago, IL 60185	2010	\$176,600	Scott Marquardt	630-293-2200	
Glenview Basins Naturalization Retrofit	Village of Glenview 1225 Waukegan Road Glenview, IL 60025	2010	\$86,415	Robyn Flakne	847-904-4536	
Huntington Chase Naturalized Basin Management	Huntington Chase Homeowners 5999 S. New Wilke Road - Suite 108 Rolling Meadows, IL 60008	2010	\$6,500	Mary Seego	630-633-5613	
Linden Estates	Linden Estates Homeowners Association 2112 W. Galena Blvd. - Ste. 8 Aurora, IL 60506	On-going	\$332,570	Tina Hill	630-264-6194	Original Basins Completed by Developer and Transferred to HOA
Lakewood Creek & Lakewood Creek West	Lakewood Creeks Homeowners 540 W. Galena Aurora, IL 60506	On-going	\$171,319	Rhonda Sitterly	630-270-1828	
Marquettes Crossing	Keating Development Group 700 West Van Buren Street Chicago, IL 60607	2009	\$116,845	Kevin Keating	312-669-9000	
Poplar Ridge Subdivision	Village of Romeoville 615 Anderson Drive Romeoville, IL 60446	2010	\$59,800	Jonathon Zabrocki	815-886-7237	

V3 REFERENCES

Elmhurst Christian Reformed Church	Elmhurst Christian Reformed Church 155 Brush Hill Road Elmhurst, IL 60126	On-going	\$70,650	Rob Petroelje	630-724-9200
McDonald's	McDonalds USA 4320 Winfield Road, Suite 400 Warrenville, IL 60555	On-going	\$35,350	Paul Jurkovic	630-836-4912
White Oak West	V3 Realty Company 7325 Janes Ave Woodridge, IL 60517	2008	\$153,250	Jodi Rana	630-724-1200
Georgian Place	Georgian Place Homeowners P.O. Box 793 Huntley, IL 600142	On-going	\$282,850	Vicki Maraviglia	847-961-5810
Townhomes of Waters Edge	Townhomes of Waters Edge Homeowners 460 Wright Court Bollingbrook, IL 60440	On-going	\$114,180	Jim Sarantakos	630-739-9460
Chicago Park District Native Landscaping Design/Build Services/Prescribed Burns	ARAMARK Services (Chicago Park Sites) 2750 Roosevelt Road Chicago, IL 60608	On-going	\$1,544,239	David Wachtel	630-271-2281
Apple Creek Estates	The Kirk Corporation 32526 Four Seasons Blvd. Lakemoore, IL 60051	2008	\$472,802	Lon Marchel	Kirk corporation is now bankrupt
Southwest Quad Industrial Development	Pannattoni Development 6250 North River Road Rosemont, IL 60018	2010	\$281,382	John Pagliari	847-292-4520
Geneva BMP Design Implementation & Inspection	Geneva Community School District 304 227 North Fourth Street Geneva, IL 60134	2010	\$394,823	John Robinson	630-463-3025
Manhattan Creek Restoration & Stabilization	Conservation Foundation 10S404 Knoch Knolls Road Naperville, IL 60565	2006	\$603,438	Jennifer Hammer	630-428-4500

V3 REFERENCES

Monarch Landing Stream Restoration & Floodplain Management	Erickson Retirement Communities Chelsea Property Group 1650 Premium Outlets Boulevard Aurora, IL 60504	2008	\$256,522	David Shuetz	Erickson Retirement is now Bankrupt
Chicago Premium Outlets	Carol Stream Park District 391 Illini Drive Carol Stream, IL 60188	On-going	\$2,277,907	Mark Sjed	630-236-2062
Evergreen Lakes Bank Stabilization	Corlands 25 East Washington Street, Suite 1650 Chicago, IL 60602	2003	66,000	Arnie Biondo	630-784-6150
Messenger Woods	Forest Preserve District of Will County 17540 West Laraway Road Joliet, IL 60433	2009	\$1,785,696	Joseph Roth	312-863-6275
Hadley Valley Central	Callaghan Associates 900 Oakmont Ln Westmont, IL 60559	2008	\$3,374,386	Julie Mason	815-722-5373
Forest Gate		2004	\$89,810	Daniel Callaghan	630-887-9035

**REQUEST FOR PROPOSALS FROM CIVIL ENGINEERING FIRMS
FOR STORMWATER POND ASSESSMENT AND MANAGEMENT**

II.I REFERENCES

(Please Print or Type)

ORGANIZATION Village of Montgomery

ADDRESS 200 North River Road

CITY, STATE, ZIP Montgomery, IL, 60538

PHONE NUMBER (630) 896-1354

CONTACT PERSON Mike Pubentz, P.E., Director of Public Works

DATE OF PROJECT On-Going

ORGANIZATION Village of Sugar Grove

ADDRESS 10 Municipal Drive

CITY, STATE, ZIP Sugar Grove, IL, 60554

PHONE NUMBER (630) 466-7508

CONTACT PERSON Tony Speciale, P.E., Director of Public Works

DATE OF PROJECT On-Going

ORGANIZATION Village of Hampshire

ADDRESS 234 South State Street, P.O. Box 457

CITY, STATE, ZIP Hampshire, IL, 60140

PHONE NUMBER (847) 683-2181

CONTACT PERSON Jeff Magnussen, Village President

DATE OF PROJECT On-Going

Signature and Date _____



STORMWATER POND REQUEST FOR PROPOSALS

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation


PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 6 DAY OF April, 20 11



Signature
Patrick R. Kennedy
Printed Name & Title
Executive Vice President

Authorized to execute agreements for:
V3 Companies

Name of Company

