

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0090

Multi Year: ☐

Amount \$280,300.00

Contract Type:

Professional Services

Contractor's Name:

V3 Companies of Illinois Ltd.

Contractor's AKA:

Execution Date:

2/18/2009

Termination Date:

Renewal Date:

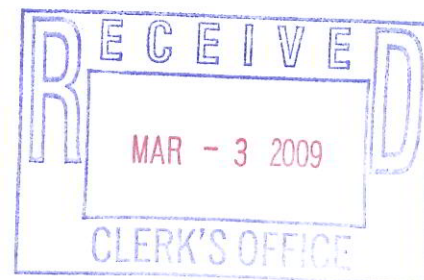
Department:

Public Works

Originating Person:

Pete Casey

Contract Description: 143rd & LaGrange Rd. Design Engineering



Tuesday, March 03, 2009

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

March 3, 2009

Mr. George Schober, Vice President
V3 Companies of Illinois Ltd.
7325 Janes Avenue
Woodridge, IL 60517

RE: NOTICE TO PROCEED
Professional Engineering Services – 143rd and LaGrange Road Design Engineering 2009

Dear Mr. Schober:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and certifications in order for work to commence on the above stated project. Please contact Pete Casey at 708-403-6357 to schedule the commencement of work.

The Village has processed Purchase Order #052392 for this contract/service (see attached). It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. 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 February 18, 2009 in an amount not to exceed Two Hundred Eighty Thousand Three Hundred and No/100 (\$280,300.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Pete Casey

BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable
14700 Ravinia Avenue
Orland Park, Illinois 60462-3167
Phone: (708) 403-6180
Fax: (708) 403-9212



Page: 1

Purchase Order Number: 052392

Purchase Order Date: 03/03/09

PURCHASE ORDER

To:

V3 COMPANIES OF ILLINOIS LTD
7325 JANES AVENUE
WOODRIDGE, IL 60517

Ship to:

VILLAGE OF ORLAND PARK

-----, IL -----

Vendor No.		Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.				Sales Tax Exempt # E9998 1807 05	
9791							
Deliver By	Vendor Phone Number		Vendor Fax Number		Terms		
02/23/09	TEL# (630) 724-9200		FAX# (630) 724-9802		NET		
Confirm To		Confirm By		Requisitioned By			
MOBILE 630-291-0064		JUDY KONOW		P. CASEY/L. SAMBOR			
Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date		
		05400004998480		54650	02/23/09		
Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost		
1	280300.00	DL	143RD STREET AND LAGRANGE ROAD INTERSECTION IMPROVEMENT. COMPLETION OF PLANNING AND DESIGN ENGINEERING INCLUDING REVIEW PROCESS AND PERMITTING WITH IDOT.	1.0000	280300.00		
				SUB-TOTAL	280300.00		
				TOTAL	280300.00		
REMARKS: BOARD APPROVED ON 2/16/09 2009-0090							

Authorized By:

Judy Konow

Faxed:

Phoned:

Mailed:

3/3/09
dd

VILLAGE OF ORLAND PARK
143rd & LaGrange Rd. Improvement Design Engineering
(Contract for Professional Engineering Services)

This Contract is made this **18th day of February, 2009** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and V3 Companies of Illinois Ltd. (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.

This Contract

The Terms and Conditions

The Proposal, dated February 4, 2009, as it is responsive to the VILLAGE's requirements (including V3 Companies of Illinois Billing Rate Schedule and Fee Estimate)

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 professional civil engineering services for the completion of the planning and design engineering for the 143rd & LaGrange Road Intersection Improvement Project

(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:

TOTAL COST: For an amount not to exceed Two Hundred Eighty Thousand Three Hundred and No/100 (\$280,300.00) 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:

George J. Schober, P.E.
V3 Companies of Illinois Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
Telephone: 630-724-9200
Facsimile: 630-724-9802
e-mail: gschober@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: 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 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: 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

Its: Village Manager

Date: 2/26/09

FOR: THE CONTRACTOR

By: 

Print Name: George J. Schobert

Its: Vice President

Date: 2/22/09

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
V3 COMPANIES OF ILLINOIS
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V3 COMPANIES OF ILLINOIS (ENGINEER)

By: George J. Schaber 2/23/09
Officer Date

Print Name: George J. Schaber

VILLAGE OF ORLAND PARK

By: Paul G. Grimes 2/26/09
Officer Date

Print Name: Paul G. Grimes



February 4, 2009

Mr. Paul Grimes
Village Manager
Village of Orland Park
14650 Ravinia Avenue
Orland Park, IL 60462

Re: Proposal for Professional Engineering Services
143rd & LaGrange Ultimate Improvements Plan Update
Supplemental Work on 143rd Street
Orland Park, Illinois

Dear Mr. Grimes,

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

1.0 Project Understanding

V3 is under contract to prepare an update to plans that we had previously prepared to 90% completion stage for the full intersection improvements at LaGrange Road and 143rd Street. Based on the desires of the Village to construct improvements that will provide capacity for traffic through the year 2030 and the addition of necessary improvements along 143rd Street from east of LaGrange Road to west of Ravinia Avenue, the scope of the work has changed substantially. The following is a list of the changes to general parameters of the project:

- the anticipated length of the project has increased from 2700 linear feet to 4800 linear feet;
- the design of the intersection of 143rd Street and LaGrange Road has expanded to include dual left turn lanes on both legs of 143rd Street and additional right turn lanes on all four legs of the intersection;
- additional traffic signal improvements will be required at the intersections of 143rd Street and Ravinia and LaGrange and 142nd Street (this work will be provided by KLOA under separate contract);
- the median areas on the north, south and west legs of the improvements shall be designed to include gateway level landscaping. Alternative Landscaping design studies and the preparation of construction documents for landscaping and irrigation shall be included;
- utility construction, consisting of the addition of a new watermain along LaGrange Road and 143rd Street will also be designed;
- the watermain work will be prepared as a separate set of construction and permitting documents and will be bid separately from the roadway improvements during the summer/fall of 2009; and,
- the anticipated construction cost for this work has increased from \$6.8M to over \$11.0M;

These changes will cause the scope of the project to change from updating the plans to a near complete redesign of the work that was previously completed. The following outlines the additional scope of work that will be necessary to design and prepare construction documents for the scope of work that is not included in the original contract for this project.

2.0 Scope of Services

2.1 Planning & Design

A Additional Topographic Survey

Perform topographic survey of the 143rd Street from east of LaGrange Road to West of Ravinia Avenue from proposed right of way line to proposed right of way line with 10 foot overlap of right of way lines.

B Additional Design Studies

1 Drainage Calculations

- i Design Storm sewer System for 143rd Street from west of Ravinia Avenue to east of LaGrange Road
- ii Revised storm sewer design for LaGrange Road for the addition of right turn lanes and improvements at 142nd Street

2 Perform a maintenance of Traffic study for 143rd Street to determine the most cost effective way to provide staged construction of the proposed improvements. Submit to IDOT and the Village for review and approval.

3 Perform preliminary lighting design and develop photometric calculations for lighting improvements along 143rd Street from west of Ravinia to east of LaGrange Road. Submit to IDOT and the Village for review and approval.

4 Pavement Design for 143rd Street.

5 We will prepare two (2) to three (3) alternative landscape design studies for the median areas of the proposed 143d Street layout. The landscape plans will include the location, type, size and quantities of all proposed plant material, gateway monuments, and other landscape features. We anticipate the following analysis and documentation required in this phase of work:

- i Develop two (2) to three (3) Schematic Landscape Plan options to Include:
- ii Landscape vignettes of a typical median area at 1"=10' scale.
- iii Proposed section drawings of each landscape design option illustrating gateway monument options and other landscape features.
- iv We anticipate attending one (1) meeting with the Village during this task. Following the meeting, we will refine one set of plans which will than be incorporated into the Construction Documents

C Construction Documents

1 Prepare the following additional plan sheets and perform the associated design

- i Typical Section Sheet for 143rd Street (1 Sheet)
- ii Stormwater Pollution Prevention Plan for 143rd Street and LaGrange Road (2 Sheets)
- iii Alignment & Ties Sheet for 143rd Street (1 Sheet)
- iv Maintenance of Traffic Sheets for 143rd Street (4 Sheets)
- v Plan and Profile sheets for 143rd Street (2 Sheets)

- vi Drainage and Utility Sheet for 143rd Street (2 Sheets)
 - vii Intersection grading at the intersection of 143rd and Ravinia Avenue (1 sheet)
 - viii Temporary Traffic signal plans for 143rd Street and LaGrange Road (2 Sheets)
 - ix Traffic Signal Interconnect (2 Sheets)
 - x Pavement Marking, Signage and Landscaping Sheet for 143rd Street (1 Sheets)
 - xi Landscaping/Restoration for 143rd Street (1 Sheet)
 - xii Median Landscaping Improvements (3 sheets)
 - xiii Median Landscaping Details (2 sheets)
 - xiv Median Irrigation Plans (3 sheets)
 - xv Median Irrigation Details (2 sheets)
 - xvi Cross Section Sheets for 143rd Street (6 Sheets)
- 2 Revised the following plan sheets (for LaGrange Road unless otherwise noted)
- i Title Sheet (1 Sheet)
 - ii Typical Section Sheet for LaGrange Road (1 Sheet)
 - iii Existing Conditions and Removals Plan (1 Sheet)
 - iv Summary of Quantities Sheet (1 Sheet)
 - v Schedule of Quantities Sheets (5 Sheets)
 - vi Traffic Signals at LaGrange and 143rd Street for additional turn lanes. (2 sheets)
 - vii Maintenance of Traffic Sheets (8 Sheets)
 - viii Plan and Profile sheets (3 Sheets)
 - ix Drainage and Utility Sheet (3 Sheets)
 - x Intersection grading at the intersection of LaGrange and 143rd Street (1 sheet)
 - xi Intersection grading at the intersection of LaGrange and 142nd Street (1 sheet)
 - xii Traffic signal plans for 143rd Street and LaGrange Road (2 Sheets)
 - xiii Lighting Plans for 143rd & LaGrange Road (2 Sheets)
 - xiv Pavement Marking, Signage and Landscaping Sheet (2 Sheets)
 - xv Landscaping/Restoration (2 Sheet)
 - xvi Cross Section Sheets (8 Sheets)
- 3 Update Specifications to meet current policies.
- 4 Prepare Engineers Opinion of Probable Construction Cost
- 5 Prepare Engineers Opinion of Probable Construction Duration
- 6 Printing of the Construction Documents for each submittal. The original contract anticipated that the plan set would be approximately 50 sheets. Based on the additional scope of work, we anticipate that the new plan set will be approximately 97 sheets. To be invoiced as a reimbursable expense.
- 7 Submit the plans to IDOT and the Village for review and approval. Three submittals are anticipated.
- 8 Attend up to eight (8) meetings with the CLIENT or public agencies.

D Permits

- i. Prepare and submit an application to IDOT for construction within their right of way.
- ii. Prepare and submit a Notice of Intent to the IEPA for stormwater erosion control
- iii. Prepare and submit an application to the IEPA for Public Water Supply Improvements for the watermain improvements for this project.
- iv. Prepare and submit an application to the IEPA for Public Sewer Improvements for the sanitary sewer improvements for this project.
- v. Revise the permit applications up to two times each to resolve comments received from the IEPA and IDOT

E Administration/Coordination/Quality Assurance – Design

- i. Perform field visits prior to design to confirm the accuracy of topographic survey and after completion of prefinal designs to confirm the accuracy and completeness of the designs.
- ii. Prepare invoices and monthly project status update
- iii. Attend regular meeting with the Client and IDOT to present the project and review comments
- iv. Coordinate with Utility companies
- v. Perform Quality Assurance Reviews prior to each submittal of the Construction Documents

F Reimbursable Expenses

- i. The preparation of the construction documents will require printing, copying and shipping expenses which will be invoiced as they occur at their actual costs.
- ii. V3 staff will also incur travel expenses for travel to and from the site, and for meetings with the Village, IDOT and local businesses. The cost for travel will be invoiced as they occur and at the accepted IRS rate for mileage and the actual costs for any tolls and parking expenses.
- iii. Geotechnical Studies – V3 will hire a geotechnical subconsultant to perform soil borings and pavement cores. Three borings and two pavement cores are anticipated for this project.
- iv. Landscape Architecture – V3 will hire a landscape architect to perform task 2.1.B.5 above and also the preparation of the landscaping plans and details listed under 2.1.C. The fee for this consulting service will be invoiced at its actual cost.

3.0 Project Exclusions

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

- Environmental investigations or analysis;
- Design of utility additions other than a watermain along LaGrange Road and 143rd Street within the limits of the project (as was presented to V3 during our meeting with Village on 2/4/08);
- Plat of Highways Dedication;

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

4.0 Project Schedule

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal and receipt of IDOT's approval of the traffic study and intersection design studies. For the Roadway Contract, the first submittal of the roadway construction documents will be within 12 weeks of the receipt of IDOT's approval of the traffic study and intersection design studies. IDOT typically provides a review comments within to 3-6 months after each submittal. We anticipate completion of the design portion of the project on a time line that will allow bidding of the project in early 2010.

For the Watermain improvement contract, we will begin work immediately upon approval of the contract and receipt of notice to proceed. We anticipate a submittal to IDOT for permit approval within 6 weeks of notice to proceed. We will coordinate with IDOT continuously to expedite the permit approval of the construction permit for the watermain such that the work can be bid in July of 2009.

5.0 Compensation

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

Planning & Design Engineering

A. Topographic Survey on 143 rd Street	\$11,100
B. Data Collection and Review	\$3,300
C. Design Studies	\$16,600
D. Construction Document Preparation	\$201,100
E. Permits	\$6,400
F. Administration/Coordination/Quality Assurance	\$25,800
G. Reimbursable Expenses	<u>\$16,000</u>
Total for Planning & Design Engineering	<u>\$280,300</u>

For Additional Services of V3's principals and employees, beyond the scope of the work described, engaged directly on the Project, a fee based on the actual hours expended multiplied by the appropriate employee billing rate as set forth on V3's Billing Rate Schedule attached hereto, shall be used.

In addition to the fees set forth above, V3 shall be compensated for 100% of reimbursable expenses such as printing, postage, messenger service, travel and other similar, project-related items.

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

6.0 Miscellaneous Contractual Items

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of

Page 6 of 6
February 4, 2009
Paul Grimes
RE: Proposal for Professional Engineering Services - Design

such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

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

Sincerely,
V3 Companies of Illinois, LTD.



George J. Schober
Senior Project Manager



David Heslinga
Director of Infrastructure Planning & Design
GJS/gjs

Accepted For:
Village of Orland Park

By:



Title:

Village Manager

Date:

2/26/09

enclosures

~~Attachment A - General Terms and Conditions~~ not using
Attachment B - Billing Rate Schedule
~~Attachment C - Insurance Requirement~~ dd
Attachment D - Breakdown of Fees

ATTACHMENT B



V3 COMPANIES of ILLINOIS, LTD. BILLING RATE SCHEDULE

(Rates effective January 1, 2008 through December 31, 2008)

Description	Hourly Rate
Principal	200.00
Division Director	200.00
Senior Entitlement Manager	200.00
Senior Earthwork Specialist	200.00
Operations Director	175.00
Senior Project Manager	165.00
Senior Resident Engineer	150.00
Senior Estimator	150.00
Resident Engineer	125.00
Project Manager	125.00
Superintendent	125.00
Senior Technician	100.00
Project Engineer	100.00
Project Surveyor III	100.00
Senior Scientist	100.00
Assistant Resident Engineer	95.00
Resident Technician	95.00
Engineer III	90.00
Scientist III	90.00
Construction Administrator	90.00
Engineer I/II	85.00
Scientist I/II	85.00
Technician III	85.00
Estimating Technician	85.00
Project Surveyor I/II	85.00
Technician I/II	70.00
Administration	60.00
Technician	50.00
Survey Crew*	150.00

*Time is charged portal to portal

ATTACHMENT D
FEE ESTIMATE

Task	PRELIMINARY PLANS										PREFINAL PLANS										FINAL PLANS										TOTAL																		
	Divisor: Project Engineer					Survey/Technical Admin					Divisor: Project Engineer					Survey/Technical Admin					Divisor: Project Engineer					Survey/Technical Admin					Divisor: Project Engineer					Survey/Technical Admin													
	No. Sheets	Project Manager	Engineer	Survey Crew	Admin	No. Sheets	Project Manager	Engineer	Survey Crew	Admin	No. Sheets	Project Manager	Engineer	Survey Crew	Admin	No. Sheets	Project Manager	Engineer	Survey Crew	Admin	No. Sheets	Project Manager	Engineer	Survey Crew	Admin	No. Sheets	Project Manager	Engineer	Survey Crew	Admin																			
Planning & Design Engineering										Planning & Design Engineering										Planning & Design Engineering										Planning & Design Engineering										Planning & Design Engineering									
Topographic Survey										Topographic Survey										Topographic Survey										Topographic Survey										Topographic Survey									
Additional Topographic Survey on 143rd Street										Additional Topographic Survey on 143rd Street										Additional Topographic Survey on 143rd Street										Additional Topographic Survey on 143rd Street										Additional Topographic Survey on 143rd Street									
Data Collection & Review										Data Collection & Review										Data Collection & Review										Data Collection & Review										Data Collection & Review									
Information Collection										Information Collection										Information Collection										Information Collection										Information Collection									
Utility Coordination										Utility Coordination										Utility Coordination										Utility Coordination										Utility Coordination									
Geotechnical Investigation										Geotechnical Investigation										Geotechnical Investigation										Geotechnical Investigation										Geotechnical Investigation									
Design Studies										Design Studies										Design Studies										Design Studies										Design Studies									
MOT Concept Study										MOT Concept Study										MOT Concept Study										MOT Concept Study										MOT Concept Study									
Drainage Calculations										Drainage Calculations										Drainage Calculations										Drainage Calculations										Drainage Calculations									
Electrical Cables & Photometric Designs										Electrical Cables & Photometric Designs										Electrical Cables & Photometric Designs										Electrical Cables & Photometric Designs										Electrical Cables & Photometric Designs									
Pavement Design										Pavement Design										Pavement Design										Pavement Design										Pavement Design									
Median Landscaping Studies										Median Landscaping Studies										Median Landscaping Studies										Median Landscaping Studies										Median Landscaping Studies									
Construction Documents										Construction Documents										Construction Documents										Construction Documents										Construction Documents									
Title Sheet										Title Sheet										Title Sheet										Title Sheet										Title Sheet									
Typical Sections										Typical Sections										Typical Sections										Typical Sections										Typical Sections									
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Summary of Quantities										Summary of Quantities										Summary of Quantities										Summary of Quantities										Summary of Quantities									
Schedule of Quantities										Schedule of Quantities										Schedule of Quantities										Schedule of Quantities										Schedule of Quantities									
Base Sheets - LaGrange (Existing Conditions & Removals)										Base Sheets - LaGrange (Existing Conditions & Removals)										Base Sheets - LaGrange (Existing Conditions & Removals)										Base Sheets - LaGrange (Existing Conditions & Removals)										Base Sheets - LaGrange (Existing Conditions & Removals)									
Base Sheets - 143rd (Existing Conditions & Removals)										Base Sheets - 143rd (Existing Conditions & Removals)										Base Sheets - 143rd (Existing Conditions & Removals)										Base Sheets - 143rd (Existing Conditions & Removals)										Base Sheets - 143rd (Existing Conditions & Removals)									
MOT Plan - LaGrange Road										MOT Plan - LaGrange Road										MOT Plan - LaGrange Road										MOT Plan - LaGrange Road										MOT Plan - LaGrange Road									
MOT Plan - 143rd Street										MOT Plan - 143rd Street										MOT Plan - 143rd Street										MOT Plan - 143rd Street										MOT Plan - 143rd Street									
Stormwater Pollution Prevention Plan - LaGrange										Stormwater Pollution Prevention Plan - LaGrange										Stormwater Pollution Prevention Plan - LaGrange										Stormwater Pollution Prevention Plan - LaGrange										Stormwater Pollution Prevention Plan - LaGrange									
Stormwater Pollution Prevention Plan - 143rd Street										Stormwater Pollution Prevention Plan - 143rd Street										Stormwater Pollution Prevention Plan - 143rd Street										Stormwater Pollution Prevention Plan - 143rd Street										Stormwater Pollution Prevention Plan - 143rd Street									
Plan and Profile - LaGrange Road										Plan and Profile - LaGrange Road										Plan and Profile - LaGrange Road										Plan and Profile - LaGrange Road										Plan and Profile - LaGrange Road									
Plan and Profile - 143rd Street										Plan and Profile - 143rd Street										Plan and Profile - 143rd Street										Plan and Profile - 143rd Street										Plan and Profile - 143rd Street									
Drainage & Utilities - LaGrange Road										Drainage & Utilities - LaGrange Road										Drainage & Utilities - LaGrange Road										Drainage & Utilities - LaGrange Road										Drainage & Utilities - LaGrange Road									
Drainage & Utilities - 143rd Street										Drainage & Utilities - 143rd Street										Drainage & Utilities - 143rd Street										Drainage & Utilities - 143rd Street										Drainage & Utilities - 143rd Street									
Intersection Detail - 143rd Street & LaGrange Road										Intersection Detail - 143rd Street & LaGrange Road										Intersection Detail - 143rd Street & LaGrange Road										Intersection Detail - 143rd Street & LaGrange Road										Intersection Detail - 143rd Street & LaGrange Road									
Intersection Detail - 142nd Street & Ravinia Avenue										Intersection Detail - 142nd Street & Ravinia Avenue										Intersection Detail - 142nd Street & Ravinia Avenue										Intersection Detail - 142nd Street & Ravinia Avenue										Intersection Detail - 142nd Street & Ravinia Avenue									
Temporary Traffic Signal Plans - LaGrange Rd & 143rd St										Temporary Traffic Signal Plans - LaGrange Rd & 143rd St										Temporary Traffic Signal Plans - LaGrange Rd & 143rd St										Temporary Traffic Signal Plans - LaGrange Rd & 143rd St										Temporary Traffic Signal Plans - LaGrange Rd & 143rd St									
Traffic Signal Plans - LaGrange Rd & 143rd St										Traffic Signal Plans - LaGrange Rd & 143rd St										Traffic Signal Plans - LaGrange Rd & 143rd St										Traffic Signal Plans - LaGrange Rd & 143rd St										Traffic Signal Plans - LaGrange Rd & 143rd St									
Traffic Signal Plans - LaGrange Rd & 142nd St										Traffic Signal Plans - LaGrange Rd & 142nd St										Traffic Signal Plans - LaGrange Rd & 142nd St										Traffic Signal Plans - LaGrange Rd & 142nd St										Traffic Signal Plans - LaGrange Rd & 142nd St									
Traffic Signal Plans - 143rd St & Ravinia Ave										Traffic Signal Plans - 143rd St & Ravinia Ave										Traffic Signal Plans - 143rd St & Ravinia Ave										Traffic Signal Plans - 143rd St & Ravinia Ave										Traffic Signal Plans - 143rd St & Ravinia Ave									
Traffic Signal Details										Traffic Signal Details										Traffic Signal Details										Traffic Signal Details										Traffic Signal Details									
Lighting Plans - LaGrange Road										Lighting Plans - LaGrange Road										Lighting Plans - LaGrange Road										Lighting Plans - LaGrange Road										Lighting Plans - LaGrange Road									
Lighting Plans - 143rd Street										Lighting Plans - 143rd Street										Lighting Plans - 143rd Street										Lighting Plans - 143rd Street										Lighting Plans - 143rd Street									
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Special Details										Special Details										Special Details										Special Details										Special Details									
Signing/Pavement Marking Plans - LaGrange Road										Signing/Pavement Marking Plans - LaGrange Road										Signing/Pavement Marking Plans - LaGrange Road										Signing/Pavement Marking Plans - LaGrange Road										Signing/Pavement Marking Plans - LaGrange Road									
Signing/Pavement Marking Plans - 143rd Street										Signing/Pavement Marking Plans - 143rd Street										Signing/Pavement Marking Plans - 143rd Street										Signing/Pavement Marking Plans - 143rd Street										Signing/Pavement Marking Plans - 143rd Street									
Landscaping/Restoration - LaGrange Road										Landscaping/Restoration - LaGrange Road										Landscaping/Restoration - LaGrange Road										Landscaping/Restoration - LaGrange Road										Landscaping/Restoration - LaGrange Road									
Landscaping/Restoration - 143rd Street										Landscaping/Restoration - 143rd Street										Landscaping/Restoration - 143rd Street										Landscaping/Restoration - 143rd Street										Landscaping/Restoration - 143rd Street									
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Median Irrigation Details										Median Irrigation Details										Median Irrigation Details										Median Irrigation Details										Median Irrigation Details									
Cross Sections - LaGrange Road										Cross Sections - LaGrange Road										Cross Sections - LaGrange Road										Cross Sections - LaGrange Road										Cross Sections - LaGrange Road									
Cross Sections - 143rd Street										Cross Sections - 143rd Street										Cross Sections - 143rd Street										Cross Sections - 143rd Street										Cross Sections - 143rd Street									
Special Provisions										Special Provisions										Special Provisions										Special Provisions										Special Provisions									
Estimate of Time										Estimate of Time										Estimate of Time										Estimate of Time										Estimate of Time									
Cost Estimate										Cost Estimate										Cost Estimate										Cost Estimate										Cost Estimate									

ATTACHMENT D
FEE ESTIMATE
LaGrange and 143rd Street Improvements

Task	PRELIMINARY PLANS										PREFINAL PLANS										FINAL PLANS										TOTAL						
	No. Sheets	Director	Project Manager	Engineer	Survey	Technical	Admin	Director	Project Manager	Engineer	Survey	Technical	Admin	Director	Project Manager	Engineer	Survey	Technical	Admin	Director	Project Manager	Engineer	Survey	Technical	Admin	Director	Project Manager	Engineer	Survey	Technical	Admin	Check	Subtotal				
Planning & Design Engineering	102	0	83	92	242	0	210	6	0	83	256	300	0	297	15	0	46	114	112	115	7					200	165	100	95	135	90	28	1978	\$	201,110	\$	201,100
	Permits																																				
	NPDES																																				
	IEPA Water main Permit																																				
IEPA Sanitary Sewer Permit																																					
Subtotal																																					
Administration & QA/QC																																					
	Meetings/Field Visits																																				
	Admin./Management																																				
	QA/QC																																				
Subtotal																																					
TOTAL	16	162	164	270	40	280	24	16	115	264	300	0	297	23	10	72	158	112	0	131	11	2485	42	349	606	682	40	708	58	2485	\$	264,265	\$	264,300			

\$ 8,400 \$ 57,585 \$ 60,600 \$ 64,790 \$ 5,400 \$ 63,720 \$ 3,770 \$ 264,265

Geotechnical \$ 6,600
Landscape Arch \$ 5,500
Pricing Mileages, tolls, shipping \$ 3,900
Total Planning & Design \$ 280,300

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 of Illinois Ltd
Business Name

(Corporate Seal)

George J. Scholer
Signature

George J. Scholer
Print or type name

Vice President
Title

2/23/09
Date



Company Principals

Directors

- Robin L. Petroelje
- Dean M. Antony
- Patrick R. Kennedy
- Louis J. Gallucci

Officers

- | | |
|----------------------------------|---------------------------|
| • President & Managing Principal | Patrick R. Kennedy |
| • Vice President | Stuart J. Dykstra |
| • Vice President | Dean M. Antony |
| • Vice President | George J. Schober |
| • Vice President | Christopher D. Bartosz |
| • Vice President | Louis J. Gallucci |
| • Vice President | Theodore E. Feenstra, Jr. |
| • Vice President | Tomas R. Valaitis |
| • Secretary | Robin L. Petroelje |
| • Treasurer | James L. Mann |

****All Directors and Officers work out of our corporate headquarters located at:**

V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
Ph: (630) 724-9200
Fax: (630) 724-9202



To all to whom these Presents Shall Come, Greeting:

Whereas, ARTICLES OF INCORPORATION OF
SDI CONSULTANTS, LTD.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 13, A.D. 1933.

Now Therefore, I, Jim Edgar, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 13TH
day of SEPTEMBER AD. 19 83 and
of the Independence of the United States
the two hundred and 8TH.*



Jim Edgar

SECRETARY OF STATE

ARTICLES OF INCORPORATION

Filing Requirements — Present 2 originally signed and fully executed copies in exact duplicate

For Inserts — Use White Paper — Size 8½ x 11

(Do not write in this space)
 Date Paid 9-13-83
 Initial License Fee \$.50
 Franchise Tax \$ 20.00
 Filing Fee \$ 75.00
 Clerk en 100.50

TO: JIM EDGAR, Secretary of State

I/We, the incorporator(s), being one or more natural persons of the age of twenty-one years or more or a corporation for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE The name of the corporation is: SDI Consultants, Ltd. C/L

ARTICLE TWO The name and address of the initial registered agent and registered office are:

Registered Agent Harry J. Wright
 First Name Middle Name Last Name
 Registered Office 5440 St. Charles Rd.
 Number Street (Do not use P.O. Box) Suite #
Berkeley, Ill. 60163 Cook
 City Zip Code County

ARTICLE THREE The duration of the corporation is ☒ perpetual OR _____ years.

ARTICLE FOUR The purposes for which the corporation is organized are:

Site development & infrastructure, general contracting, and building; consulting.
 To issue section 1244 stock and elect small business corp. status.
 To exercise all other powers provided in section 5 of the Business Corporation Act of Illinois as it may be amended from time to time.

ARTICLE FIVE Paragraph 1: The number of shares which the corporation shall be authorized to issue, itemized by class, series and par value, if any, is

Class	Series	*Par Value per share	Number of shares authorized
Common	---	NPV	1,000,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

ARTICLE SIX The number of shares which the corporation proposes to issue without further report to the Secretary of State, itemized by class, series, and par value, if any, and the consideration to be received by the corporation therefor (expressed in dollars) are:

Class	Series	*Par Value per share	Number of shares to be issued	Total consideration to be received therefor
Common	---	NPV	1,000	\$ 1,000
				\$
				\$
				\$
				\$
			Total	\$ 1,000

*(Use NPV if no Par Value)

26798820

ARTICLE EIGHT

ARTICLE NINE

The number of directors to be elected at the first meeting of the shareholders is 3.
(Complete EITHER A or B)

☒ A.

All the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or the incorporator(s) elect to pay the initial franchise tax on the basis of the entire consideration to be received for the issuance of shares.

☐ B.

Paragraph 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$ _____

Paragraph 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____

Paragraph 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$ _____

Paragraph 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be: \$ _____

I/WE the incorporator(s) declare that I/we have examined the foregoing Articles of Incorporation and that the statements contained therein are, to the best of my/our knowledge and belief, true, correct and complete. Executed this 29th day of August, 19 83.

(Signatures must be in ink. Carbon copy, xerox or rubber stamp signatures are not acceptable.)

NOTE: If a corporation acts as incorporator the name of the corporation and the state of incorporation shall be shown and the execution must be by its President or Vice-President and verified by him, and the corporate seal shall be affixed and attested by its Secretary or an Assistant Secretary.

Signature and Names

Signature Harry J. Wright

Name (please print) Harry J. Wright

2.

Signature Harry J. Wright

Name (please print)

3.

Signature

Name (please print)

Post Office Address

1. 5440 St. Charles Rd.
Street
Berkeley, Ill. 60163
City/Town State Zip

2.

Street
City/Town State Zip

3.

Street
City/Town State Zip

ARTICLES OF INCORPORATION

under the

BUSINESS CORPORATION ACT

For determination of Proper Fees please consult The Business Corporation Act.

FILED

SEP 13 1983

JIM EDGAR
Secretary of State

RETURN TO:

Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone (217) 782-6961

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
184.000902

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
04/30/2009

**PROFESSIONAL DESIGN FIRM
LS/PE/SE
CORPORATION**

**V3 COMPANIES OF ILLINOIS LTD
7325 JANES AVE SUITE 100
WOODRIDGE, IL 60517**



Dean Martinez

DEAN MARTINEZ
SECRETARY

Daniel E. Bluthardt

DANIEL E. BLUTHARDT
DIRECTOR

The official status of this license can be verified at www.idfpr.com

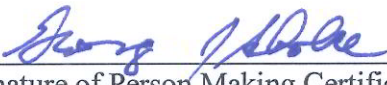
1226825

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

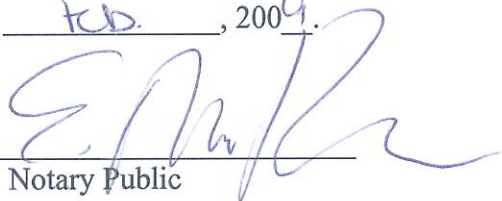
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

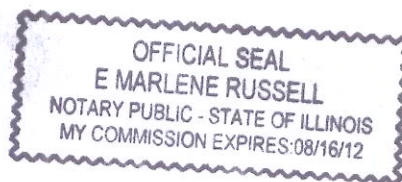
I, George Schobar, being first duly sworn certify and say
that I am Vice President
(insert "sole owner," "partner," "president," or other proper title)

of V₂ Companies of Illinois Ltd., 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 23 Day
of Feb., 2009.


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."

I, George J. Schehr, having submitted a proposal for V. Companies of Illinois Ltd.
(Name) (Name of Contractor)

for All Projects within the Village of Orland Park to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: George J. Schehr
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 23 Day
of Feb., 2009.

E. Russell
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.

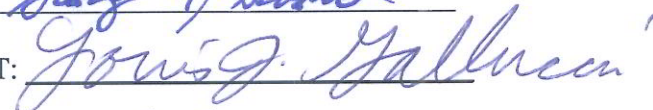
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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: 

ATTEST: 

DATE: 2/23/09

TAX CERTIFICATION

I, George J. Schuber, having been first duly sworn depose
and state as follows:

I, George J. Schuber, am the duly authorized
agent for Vg Companies of Illinois Ltd., which has
submitted a proposal to the Village of Orland Park for

All Projects within the Village of Orland Park and I hereby certify
(Name of Project)

that Vg Companies of Illinois Ltd. 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: George J. Schuber
Title: Vice President

Subscribed and Sworn To

Before Me This 23 Day
of Feb, 2009.

E. J. [Signature]
Notary Public

REFERENCES

(Please type)

ORGANIZATION City of Elgin

ADDRESS 150 Dexter Court

CITY, STATE, ZIP Elgin, IL 60120

PHONE NUMBER 847-931-6100

CONTACT PERSON Mr. Dave Lawry

DATE OF PROJECT _____

ORGANIZATION Village of Mount Prospect

ADDRESS 1700 West Central Road

CITY, STATE, ZIP Mount Prospect, IL 60056

PHONE NUMBER 847-870-5640

CONTACT PERSON Mr. Glen Andler

DATE OF PROJECT _____

ORGANIZATION Village of West Dundee

ADDRESS 102 South Second Street

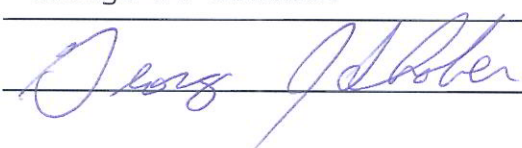
CITY, STATE, ZIP West Dundee, IL 60118

PHONE NUMBER 847-551-3800

CONTACT PERSON Mr. Joe Cavallaro

DATE OF PROJECT _____

Proposer's Name: George J. Schober

Signature: 

INSURANCE REQUIREMENTS

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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. 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 23 DAY OF February, 2009


Signature

George J. Schaber Vice President
Printed Name & Title

Authorized to execute agreements for:

Vs. Companies of Elliptos Ltd.
Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2008

PRODUCER
Willis HRH - Architects & Engineers Division
425 N Martingale Rd.
Ste. 1100
Schaumburg IL 60173

Fax: 847-517-9033

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
V3 Companies, Ltd., V3 Consultants, Ltd.
V3 Infrastructure Services
7325 Janes Avenue, Suite 100
Woodridge IL 60517

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hudson Insurance Company	25054
INSURER B: Charter Oak Fire	25615
INSURER C: Charter Oak Fire Insurance Co	25615
INSURER D: OneBeacon America Insurance C	21970
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Addl Insd Per CG D3 81 09 07 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	6807248L283	1/1/2009	1/1/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	CUP8094Y744	1/1/2009	1/1/2010	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4060200110001	1/1/2009	1/1/2010	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
A		OTHER Professional Liability	AEE7169803	1/1/2009	1/1/2010	\$3,000,000 Per Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except for Non-Payment, 10 Day. Additional Insured applies on General Liability per form CG D3 81 09 07 as required by written contract.

RE: Additional Insured-Primary and Non-Contributory General Liability: The Village of Orland Park, its officers, directors, employees, and agents. Waiver of Subrogation applies in favor of the additional insureds.

CERTIFICATE HOLDER

Village of Orland Park; Attn: Judy Konow
14700 Ravinia Avenue
Orland Park IL 60462-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

