

## Clerk's Contract and Agreement Cover Page

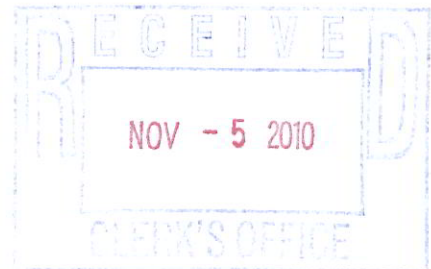
Year: 2010                      Legistar File ID#: 2010-0507  
Multi Year:                       Amount                      \$0.00

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Contract Type: Professional Services  
Contractor's Name: V3 Companies of Illinois  
Contractor's AKA:  
Execution Date: 12/1/2009  
Termination Date: 12/31/2010  
Renewal Date: 12/31/2010  
Department: Finance  
Originating Person: Denise Domalewski

Contract Description: General Contract

addendum 9.13.10 - 143rd Watermain Extension  
\$13,400



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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

November 5, 2010

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

**RE: *NOTICE TO PROCEED***  
**143<sup>rd</sup> Street Watermain Extension**

Dear Mr. Schober:

This notification is to inform you that the Village of Orland Park has accepted and signed the proposal dated September 13, 2010 for the 143<sup>rd</sup> Street Watermain Extension project.

Please contact Ed Wilmes at 708-403-6357 or John Ingram at 708-403-6104 regarding the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed 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 proposal dated September 13, 2010 in an amount not to exceed Thirteen Thousand Four Hundred and No/100 (\$13,400.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: John Ingram



VILLAGE HALL

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



September 13, 2010

Mr. Ed Wilmes  
Director of Public Works  
Village of Orland Park  
15655 S. Ravinia Avenue  
Orland Park, IL 60462

Re: Proposal for Professional Services  
143<sup>rd</sup> Street Watermain Extension

Dear Mr. Wilmes:

On behalf of V3 Companies of Illinois, Ltd., we are pleased to submit this proposal for civil engineering services on 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 sets forth the contractual elements of this agreement, will constitute the entire agreement between The Village of Orland Park, Illinois (CLIENT) and V3 Companies of Illinois, Ltd. for services on this project.

#### **Project Understanding**

Based upon discussion with Village staff and our knowledge of the site, we understand the project to include the extension of the watermain along the north side of 143<sup>rd</sup> Street from the western terminus of the newly installed watermain to the east side of the Norfolk & Southern Railroad (NSRR) tracks. The proposed extension is anticipated to be approximately 300 linear feet of watermain. The proposed watermain shall be designed such that it will not conflict with; the proposed track relocation that is related to the proposed NSRR/Metra bridge over LaGrange Road, north and east of this project; or the widening of 143<sup>rd</sup> Street from Wolf Road to Beacon Street.

The work will include coordination and permitting of the proposed work with the NSRR.

Mr. Ed Wilmes  
 Village of Orland Park  
 September 13, 2010  
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**Compensation**

<b>Phase</b>	<b>Scope Exhibit</b>	<b>Billing Group</b>	<b>Lump Sum Fee Amount</b>
Topographic Survey	Exhibit I	V03	\$ 2,400
Preliminary Watermain Design	Exhibit II	M08	\$ 1,200
Final Watermain Design	Exhibit III	M38	\$ 2,600
Bid Documents	Exhibit IV	M38.1	\$ 2,400
Permits	Exhibit V	M08.1	\$ 2,500
Bidding	Exhibit VI	M62	\$ 600
Construction Eng. Support	Exhibit VII	M65	\$ 1,200
Reimbursable Expenses		M110	\$ 500
<b>Total Professional Service Fees</b>			<b>\$ 13,400</b>

**Miscellaneous Exhibits**

<b>Extent of Agreement</b>	<b>Exhibit VI</b>
<b>V3 Standard Billing Rate Schedule</b>	<b>Exhibit VII</b>
<b>General Terms and Conditions</b>	<b>Exhibit VIII</b>

For Additional Services of V3's principals and employees engaged directly on the Project, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto.

In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel and other similar project-related items. The total amount of reimbursable expense shall not exceed \$500 without prior written approval by the CLIENT. Please note that the budget for reimbursable expenses is included in the maximum payable amount of \$13,400 above.

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 of the Project through construction.

**Miscellaneous Contractual Items**

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal.

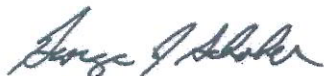
If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

Mr. Ed Wilmes  
Village of Orland Park  
September 13, 2010  
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If CLIENT or other interested parties request a computer disk of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in disk form.

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

Sincerely,  
V3 COMPANIES OF ILLINOIS, LTD.



George J. Schober, P.E.  
Senior Project Manager

GJS/gjs

CC: Chris Bartosz, V3 Companies

Accepted For:  
Village of Orland Park

By:   
\_\_\_\_\_ Paul G. Grimes

Title: \_\_\_\_\_ Village Manager

Date: 11/3/11

Mr. Ed Wilmes  
Village of Orland Park  
**September 9, 2010**  
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## **EXHIBIT I**

### **Topographic Survey**

1. V3 will prepare a topographic survey of the project area. This survey will extend 100 feet beyond the connection points of the proposed watermain at either end and will include existing pavement elevations, utility location, rim and invert elevations, and location and elevation of any other surface improvements.
2. V3 will combine the topographic information in Item 1 above with the topographic information from V3's work along 143rd Street and also McDonough's work along 143rd Street to create a base map for the construction documents for the proposed roadway extension.

Mr. Ed Wilmes  
Village of Orland Park  
September 9, 2010  
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## EXHIBIT II

### Preliminary Watermain Design Phase

1. Serve as CLIENT's civil engineering representative for the project and provide professional engineering consultation and advice. Participate in up to two local meetings with the CLIENT to assist in establishing the design parameters for the development.
2. Based on the topographic survey provided in Exhibit I, V3 will prepare a Preliminary Engineering Plan in order to determine overall project budgetary issues and review design criteria and objectives with the CLIENT. The Preliminary Engineering Plan will include the following:
  - A. Horizontal layout of watermain
  - B. Identification of utility conflicts and crossings.
  - C. Analysis of connection locations for watermain.
  - D. Coordination of proposed RR track relocation
  - E. Location of casing for RR Crossing

Mr. Ed Wilmes  
Village of Orland Park  
September 9, 2010  
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### EXHIBIT III

#### Final Watermain Design Phase

1. Serve as CLIENT's civil engineering representative for the project and provide professional engineering consultation and advice. Participate in up to three local meetings with CLIENT, and public bodies to assist in securing approvals for the project.
2. This scope of work assumes that the watermain plans will be bid as part of the Norfolk & Southern Railroad bridge over LaGrange Road relocation
  - A. Prepare Final watermain Designs to include the following:

##### Plans

- Removals – 1 sheet
  - Watermain Plan & Profile – 1 sheet
  - Cross Sections (if necessary)- 1 sheets
  - Construction Details – 2 sheets
- B. Prepare an "Engineer's Opinion of Probable Construction Cost" for the public improvements as required by the Village of Orland Park.



## EXHIBIT IV

### Watermain Construction Documents

1. In addition to the plan sheets shown on Exhibit III the following plans and documents will be required to bid the project. These items will only be necessary if the project is bid as a separate project.

#### **Plan Documents**

- Title Sheet – 1 sheet
- General Notes – 1 sheet
- Alignment & Ties – 1 sheet
- Erosion Control and Restoration – 2 sheets

#### **Project Manual including:**

##### **Instructions To Bidders**

- Overview
- Bid Specifications
- General Provisions
- Bid Submission Requirements
- Evaluation of Bids/Bidders
- Bid Submittal Checklist

##### **Required Bid Submission Documents**

- Bidder Summary Sheet
- Unit Price Bid Sheet
- Business Organization
- Certificate of Eligibility to Enter into Contracts
- Equal Employment Opportunity
- Certification of Compliance With the Illinois Prevailing Wage Act
- Contractor's Certification Sexual Harassment, Tax & Substance Abuse
- Apprenticeship and Training Program Certification
- References
- Insurance Requirements

##### **Additional Information**

- Special Provisions
- Soils Investigation Report
- Standard Form Contract

Mr. Ed Wilmes  
Village of Orland Park  
September 9, 2010  
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## **EXHIBIT VI**

### **Bidding**

3. During the bid phase, issue addenda as required to interpret, clarify or expand the Bid Documents.
4. Consult with and advise CLIENT as to the acceptability of subcontractors and other persons and organizations proposed by the contractor for those portions of the work of which acceptability is required by the Bid Documents.
5. Assist the CLIENT with evaluation of the bids as required.

## EXHIBIT V

### PERMITS

1. Assist the CLIENT in obtaining permits for the proposed watermain improvements. The following permits will be coordinated:
  - A. Utility Crossing Construction Permit - Metra/Norfolk & Southern Railroad
    - i) Execution of forms and Bonds will be required by the Village and the contractor for final approval and issuance of permit.
    - ii) Lease agreement between the Village and Metra and of NSRR will be required prior to issuance of permit.
  - B. Utility Construction Permit - Illinois Department of Transportation
    - i) Execution of forms and Bonds will be required by the Village and the contractor for final approval and issuance of permit.
  - C. Public Water Supply Extension - Illinois Environmental Protection Agency
    - i) Execution of forms will be required by the Village prior to submittal of permit by V3.
  - D. Notice of Intent (NPDES) for Erosion Control – Illinois Environmental Protection Agency
    - i) Execution of forms will be required by the Village prior to submittal of permit by V3.
2. The above permits will be coordinate to the approval or as near approval as is possible. Please note that these permits will require approvals and signatures by duly authorized members of the Village of Orland Park and the Contractor.

## EXHIBIT VII

### Construction Engineering Support

6. The scope of services outlined below anticipate that the project will be bid as part of the Railroad grade separation project. If the project is bid as a separate project, a separate agreement for Construction Engineering Services will be required.
7. V3 will review shop drawings and other data that the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
8. V3 will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
9. V3 will make one (1) site visit upon completion of the construction of the watermain aspects of the project.
10. V3 will review as-built drawings (provided by others) following construction to ensure conformance with the intent of the design documents.
11. Construction phase services do not include attendance at weekly project meetings or soil erosion control inspections as part of the EROSION CONTROL OPERATING PERMIT (NPDES).
12. Construction phase services do not include Resident Engineering services, construction testing services, or typical IDOT Quality Assurance (QA) Services.

## EXHIBIT VIII

### Extent of Agreement

This agreement is for site-related improvements within the boundaries of the project site. Should additional infrastructure improvements be required beyond the boundaries of the site, the services associated with those improvements will be the subject of a separate agreement. Furthermore, this agreement does **not** include services for:

1. Railroad Crossing improvements of any kind.
2. Roadway Improvements of any kind.
3. Services associated with preparation for, and attendance at public meetings with applicable public agencies in excess of the number of meetings specifically included in the above scope of services, or services required in connection with obtaining zoning approvals.
4. Survey Services such as Boundary, Tree Location, Construction Staking, Record Drawing preparation, Preliminary Plats, Plats of vacation, unless otherwise noted.
5. Structural engineering services of any kind including the design of site retaining walls or the design of underground stormwater detention facilities.
6. Design services, modeling, or permitting associated with work within any existing floodplain or floodway.
7. Coordination of access location, geometry, or elevation with adjacent property owners.
8. Pump Station design for water, stormwater, or wastewater.
9. Landscaping or irrigation design services.

**Please note that V3 can provide the services outlined in items 1-7 above should they be required.**