



February 12, 2024

Ed Lelo
Economic Development Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462
Ph. 708.403.6373
elelo@orlandpark.org

RE: Proposal for up to 44 Plats of Annexation
Project – up to 44 Plats of Annexation, Orland Park, Illinois

Dear Mr. Lelo:

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for Plats of Annexation 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 shall constitute the agreement between Village of Orland Park (CLIENT) and V3 Companies, Ltd. (V3) for services on this project.

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

- Prepare a Plat of Annexation and legal description attached thereto to the Village of Orland Park.
- This will be an office task and will not involve any fieldwork.
- The Plat shall be prepared with the use of deeds and recorded plats provided to V3 by the CLIENT.

The lump sum fee for the completion of the foregoing Surveying Services shall be **\$900 per** Plat of Annexation. The estimated time for the completion of the foregoing Surveying Services shall be 1-2 weeks from written notice to proceed.

If the duration of this contract extends beyond a year, the above fee shall increase 3% annually.

For Additional Services, such as courthouse research as a result of the client being unable to provide the proper deed or plat information to conduct the survey work, or revisions and/or changes in the scope of work outside the foregoing description of services, V3 shall be paid a fee based on the actual hours expended by V3's employees engaged directly on the Project multiplied by V3's Billing Rates attached hereto along with the document costs.

PDF signed copies of the plat shall be emailed to the Client. If original hard copies are requested by the client (which are to be delivered other than by U.S. Mail), the client shall incur an additional charge of not less than \$50.00. An invoice for this service shall be sent along with the aforementioned copies.

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

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

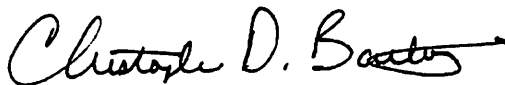
Payment shall be made within thirty (30) days of invoicing.

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

We appreciate the opportunity to present this proposal and look forward to providing these Professional Surveying Services.

Sincerely,

V3 COMPANIES, LTD.



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

cdb/CDB

Attachments
BR
T&C

Accepted For:
Village of Orland Park

BY _____
Authorized Signature

PRINTED _____

TITLE _____

DATE _____

INVOICE INFORMATION

PREFERENCE:

☐ Receive by Email

☐ Receive by Mail

☐ Both

Purchase Order # (If Applies)

Important Accounting Notes:

SEND INVOICE TO:

Attention: _____

Company: _____

Address: _____

Email: _____

Phone: _____



**V3 COMPANIES
PUBLIC SECTOR
BILLING RATE SCHEDULE**

(Rates effective January 1, 2024 through December 31, 2024)

<u>Description</u>	<u>Hourly Rate</u>
Principal/Director	240.00
Senior Project Manager	235.00
Senior Estimator	230.00
Resident Engineer II	215.00
Resident Construction Manager II	210.00
Project Manager II	205.00
Superintendent	200.00
Resident Construction Manager I	200.00
Project Manager I	190.00
Resident Engineer I	180.00
Senior Project Engineer	180.00
Project Engineer II	170.00
Construction Administrator III	170.00
Project Engineer I	155.00
Senior Construction Technician	155.00
Landscape Architect II	145.00
Project Scientist II	145.00
Project Surveyor III	135.00
Landscape Architect I	135.00
Project Scientist I	135.00
Construction Technician III	135.00
Engineer III	135.00
Project Surveyor II	130.00
Project Surveyor I	130.00
Design Technician III	130.00
Scientist III	130.00
Project Designer III	125.00
Engineer II	125.00
2-Man Survey Crew	125.00
Construction Administrator II	120.00
Engineer I	115.00
Scientist II	110.00
Project Designer I	110.00
Project Designer II	110.00
Instrument Operator	110.00
Scientist I	110.00
Estimating Technician	100.00
Technician II	95.00
Technician I	85.00
Project Coordinator	75.00



V3 COMPANIES
GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL 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 digitally, 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 digitally; 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 digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

Summary

2021 Area #	2021 Parcel #	PIN #	Address	Land Use	Land Area (Acres)	Development Status	Revenue Assumption	2021 Summary Recommendation:
5	9	27-08-100-012	10833 143rd St	Residential	1.75	Under Developed	\$3,000	Annex
2	3	27-05-302-001	14101 Wolf Rd	Residential	6	Under Developed	\$1,500	Annex
3	4-6	Multiple	143rd and Old Tamarack Ln	Varies	3	Varies	\$3,000	Annex
4	7-8	Multiple	10935 143rd St	Residential	4.75	Under Developed	\$3,000	Annex
7	12-20	Multiple	139-140 Block 108th Ave	0	6.25	Developed	\$1,200	Annex
8	21	27-08-301-011	14700 108th Ave	Residential	2	Under Developed	\$13,500	Annex
9	22	27-08-301-018	14810 108th Ave	Residential	1.5	Under Developed	\$1,500	Annex
12	26-28	Multiple	11250 151st St	Varies	6.5	Undeveloped	\$4,000	Annex
16	95-96	Multiple	15350 108th Ave	Varies	4.5	Varies	1500	Annex
19	99-100	Multiple	16549 108th Ave	Varies	1.6	Under Developed	\$2,000	Annex
21	102	27-29-102-005	16734 108th Ave	Residential	0.75	Underdeveloped	\$1,500	Annex
22	103	27-29-202-008	16901 108th Ave	Residential	2.5	Underdeveloped	1500	Annex
25	106-107	Multiple	11380 179th St	Residential	3.5	Under Developed	\$1,500	Annex
27	134	23-34-400-002	13101 Southwest Hwy	Vacant	0.5	Undeveloped	\$0	Annex
28	135-136	Multiple	9450 143rd St	Com Ed and Bike Path	4.25	Developed	\$0	Annex
29	137	27-02-201-047	13631 82nd Ave	Residential	1	Underdeveloped	\$1,500	Annex
30	138-139	Multiple	13705 82nd Ave	Residential	2.25	Developed	\$3,000	Annex
31	140-142	Multiple	13901 82nd Ave	Varies	2.75	Developed	\$1,200	Annex
33	150	27-01-106-005	7831 Redondo Ln	Residential	0.5	Developed	\$1,200	Annex
34	151-156	Multiple	139 Block Selva Ln & Ridge Ave.	Varies	8	varies	\$6,000	Annex
35	157	27-01-300-029	14020 Selva Ln	Residential	1	Developed	\$1,200	Annex
36	158	27-02-320-011	8600 143rd St	Residential	1.75	Underdeveloped	\$1,500	Annex
37	159-160	Multiple	7931 143rd St	Varies	8	Varies	\$1,500	Annex
38	161-162	Multiple	7835 143rd St	Varies	9	Varies	\$3,000	Annex
39	167	27-11-200-015	14420 80th Ave	Residential	5	Underdeveloped	1500	Annex
43	202-205	Multiple	7300 at 155th St	Com Ed Utility Line	19.5	Developed	\$0	Annex
44	206-208	Multiple	77th Ave at 143rd St	Varies	2	Varies	\$3,000	Annex
46	212-213	Multiple	183rd St at LaGrange Rd	Vacant	13.5	Undeveloped	Undetermined	Annex
38b	163-166	Multiple	7601-7811 143rd St	Varies	14.25	Varies	\$4,500	Annex
17	97	27-17-400-009	15603 108th Ave	Residential	0.5	Developed		Pending
24	105	27-31-202-022	11200 179th St.	Electrical Tower	1.5	Undeveloped		Pending
6	10-11	Multiple	145 Block - Wolf and 108th	Varies	16.25	Under Developed	\$3,000	Neutral
10	23	27-07-401-020	14800 Wolf Rd	Vacant	1.75	Undeveloped	\$1,500	Neutral
11	24-25	Multiple	14900 Wolf Rd	Residential	5.43	Under Developed	\$1,500	Neutral
14	52-54	Multiple	16501 118th Ave	Residential	14	Under Developed	\$6,000	Neutral
18	98	27-19-201-007	15921 Wolf Rd	Motel	2.25	Underdeveloped	Undetermined	Neutral
20	101	27-20-402-024	10600 167th St	Vacant	7	Undeveloped	Undetermined	Neutral
32	143-149	Multiple	137 Block 80th Ave	Residential	8.25	varies	\$10,500	Neutral
40	168-169	Multiple	14555-67 82nd Ave	Residential	10	Varies	\$3,000	Neutral
41	170-171	Multiple	Multiple	Residential	3	Developed	\$3,000	Neutral
45	209-211	Multiple	8210 159th St	Varies	12.75	Developed	Undetermined	Neutral
1	1-2	Multiple	13901 Wolf Rd	Varies	3.5	Under Developed		Annex By Agreement Only
13	29-51	Multiple	15100 109th Ave	Varies	26.25	Undeveloped		Annex By Agreement Only
15	55-94	Multiple	164 Block Will Cook Rd	Residential	30.75	Developed		Annex By Agreement Only
26	108-133	Multiple	Ideal Acres	Residential	26	Varies		Annex By Agreement Only
42	171-201	Multiple	Silver Lake Dr +	Varies	42.5	Varies		Annex By Agreement Only