

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2020-0243

Innoprise Contract #: C20-0053

Year: 2020

Amount: \$332,039.00

Department: Khurshid Hoda/Sean Marquez - Programs & Engineering Services

Contract Type: Professional Engineering Services

Contractors Name: AECOM Technical Services, Inc.

Contract Description: Wolf Road - 143rd St. to 167th St. Supplement #3

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES

Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

May 20, 2020

Mr. Michael J. Eichten, P.E.
AECOM
303 E. Wacker Dr., Ste 1400
Chicago, Illinois 60601

NOTICE TO PROCEED – Wolf Road 143rd St. to 167th St. Supplement #3

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of May 8, 2020.

Please contact Sean Marquez at 708-403-6171 or Khurshid Hoda at 708-403-6128 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed 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 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed contract dated April 20, 2020 in an amount not to exceed Three Hundred Thirty Two Thousand Thirty-Nine and No/100 (\$332,039.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Purchasing & Contract Administrator

cc: Khurshid Hoda
Sean Marquez

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
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Michael R. Milani

April 20, 2020

Mr. Michael J. Eichten, P.E.
AECOM
303 E. Wacker Dr., Ste 1400
Chicago, Illinois 60601

NOTICE OF AWARD – Wolf Road 143rs St. to 167th St. Supplement #3

Dear Mr. Eichten:

This notification is to inform you that the Village of Orland Park Board of Trustees has approved your proposal for *Wolf Road 143rs St. to 167th St. Supplement #3* submitted March 18, 2020.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 4, 2020.

- Attached is the Contract for Wolf Road 143rs St. to 167th St. Supplement #3. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Also enclosed are the Certificate of Compliance and Insurance Requirements. Please complete and return them directly to me. This is needed to update my files.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462 or email to ddomalewski@orlandpark.org. The signed Contracts, Certifications, Insurance Certificate and Endorsements, are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter when you are in full compliance with this process. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Purchasing & Contract Administrator

cc: Khurshid Hoda
Sean Marquez

 ORLAND PARK
Wolf Road – 143rd St. to 167th St. Supplement #3
Professional Engineering Services

This Agreement (hereinafter referred to as the "Agreement") is made this 20th day of April, 2020 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and AECOM TECHNICAL SERVICES, INC. (hereinafter referred to as the "ENGINEER").

WITNESSETH

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

SECTION 1: THE CONTRACT DOCUMENTS: This Agreement shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, 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 Agreement's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

This Agreement

Exhibit A - The General Terms and Conditions for Professional Engineering Services

The Proposal(s) for the Project authorized under this Agreement as it is responsive to the VILLAGE's requirements

Certificate of Compliance

Certificates of Insurance

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

Supplement #3 tasks included within this Scope of Work provide for completing the necessary Phase I studies and documentation for the Wolf Road widening project from 143rd Street to 167th Street in Orland Park. The tasks to complete the project are detailed in the following work elements:

I. Roadway Geometry & Intersection Design Studies

II. Noise Study and Report

III. Location Drainage Study

IV. Structural Studies

V. Project Development Report (PDR) Update

VI. Administration

VII. QA/QC

(hereinafter referred to as the "SERVICES") as further detailed in the proposal from AECOM and the VILLAGE agrees to pay the ENGINEER pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL FEE and REIMBURSABLE EXPENSES: an amount not to exceed Three Hundred Thirty Two Thousand Thirty-Nine and NO/100 (\$332,039.00) Dollars

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

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per the proposal. This 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 Agreement with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, authorized agents, employees and representatives, from lawsuits, actions, costs (including reasonable attorneys' fees), claims or liability to the extent incurred due to the negligence of the ENGINEER, brought because of any injuries or damages received or sustained by any person, persons or property to the extent caused by any negligent act or omission, or willful misconduct of said ENGINEER, 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, authorized agents, employees and representatives shall have the right to defense counsel of their choice.

The ENGINEER 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 ENGINEER 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 ENGINEER in compliance with the AGREEMENT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER 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: ENGINEER 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 ENGINEER 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 ENGINEER 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. ENGINEER 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. ENGINEER 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 ENGINEER 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 SERVICES.

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
Purchasing & 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@orlandpark.org

To the ENGINEER:

Michael J. Eichten, P.E.

AECOM Technical Services, Inc.
303 E. Wacker Drive, Suite 1400
Chicago, Illinois 60601
Telephone: 312-373-7700
Facsimile: 312-373-6800
e-mail: Mike.Eichten@aecom.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 ENGINEER'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 ENGINEER shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The ENGINEER 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: ENGINEER shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

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

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

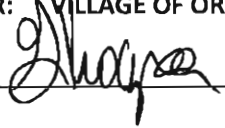
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

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

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

FOR: VILLAGE OF ORLAND PARK

By: 

Print Name: George Koczvara

Its: Village Manager

Date: 5-11-20

FOR: AECOM TECHNICAL SERVICES, INC.

By: _____

Print Name: _____

Its: _____

Date: _____

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FOR: VILLAGE OF ORLAND PARK

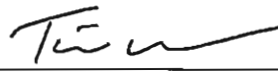
By: _____

Print Name: George Koczwar

Its: Village Manager

Date: _____

FOR: AECOM TECHNICAL SERVICES, INC.

By:  _____

Print Name: Timothy Whalen

Its: Associate Vice President

Date: May 7, 2020

ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS

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

The 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.
12. **Changes in the Work:** All changes in the WORK must be requested by Engineer and approved by the Village via an Authorization to Proceed document bearing the signature of the Village Manager. Any change order or series of change orders that increase or decrease the base contract value by \$10,000 or more, or that increases or decreases the Contract duration beyond the approved project schedule must be accompanied by a written request from Engineer justifying the additional cost or change in schedule. Within an agreed upon period of time, Village will provide a response to Engineer's Change Order or Time request by providing a determination signed by the Village or its designee finding that the change requested was not reasonably foreseeable at the time the contract was signed, the change is germane to the contract or the change is in the best interest of the Village. Any change increasing the original contract value by fifty percent (50%) or more must be re-bid by the Village as required by law. Authorization to spend the Board approved contingency amount must be preapproved by the Village per the Request for Change Order form (Exhibit A of the contract documents).
13. **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.
14. **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, demands or requirements of governmental agencies, , abnormal weather conditions or other natural catastrophes, terrorist attacks, sabotage, computer viruses, riots, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions (whether or not such acts are made in response to other Force Majeure Events), or any

other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). For the avoidance of doubt, Force Majeure Events include the Coronavirus (SARS Cov-2) and such related diseases (e.g. COVID-19) outbreak. The party seeking application of this provision shall notify the other party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, Engineer shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate Engineer for any increase in the time or costs necessary to perform the services under this Agreement. Should a Force Majeure Event substantially prevent, or be reasonably likely to substantially prevent Engineer's performance of the services for more than thirty (30) days, then Engineer shall be entitled to terminate this Agreement without breach. In case of such termination, Engineer shall be entitled to compensation for those services performed as of the date of termination.

15. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
16. **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.
17. **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.
18. **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.

19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **Electronic 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 e-mail or 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 e-mail or 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 an e-mail or facsimile transmission was used.
25. **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.

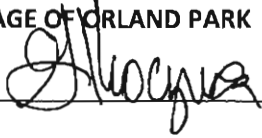
BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

AECOM TECHNICAL SERVICES, INC.

By: _____
Officer _____ Date _____

Print Name & Title: _____

VILLAGE OF ORLAND PARK

By:  _____
Date 5-11-20 _____

Print Name & Title: George Koczwara, Village Manager

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

AECOM TECHNICAL SERVICES, INC.

By:  May 7, 2020
Officer Date

Print Name & Title: Timothy Whalen, Associate Vice President

VILLAGE OF ORLAND PARK

By: _____
Date

Print Name & Title: George Koczwara, Village Manager



AECOM
303 East Wacker Drive
Suite 1400
Chicago, IL 60601
www.aecom.com

312.373.7700 tel
312.373.6800 fax

March 18, 2020

Mr. Khurshid Hoda, CPP
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

Attn: Sean Marquez

Subject: **Wolf Road: 143rd Street to 167th Street**
Section No. 05-00062-00-FP
Project No. M-8003(474)
Job No. P-91-124-05
Supplement 3

Dear Khurshid:

We are pleased to submit the Supplement 3 scope, manhours and fee estimate for the Wolf Road Project. The tasks included within the Supplement 3 Scope of Work provide for completing the necessary Phase I studies and documentation for the Wolf Road widening project from 143rd Street to 167th Street in Orland Park.

In the event that IDOT or the FHWA implement design policy changes after the work included in this supplement has been completed or there are significant changes to the proposed improvements based on design review and coordination with IDOT and the FHWA which are necessary to deliver an approved Phase I document, AECOM will make the Village aware of these required changes to the scope of work and the additional work required. We understand that there will be no increase in our fees without a valid and approved scope change, and that these changes must be pre-approved by the Village of Orland Park.

Should you have any questions or need any additional information at this time, please contact me at 312-373-6567.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Eichten". The signature is written in a cursive, flowing style.

Michael J. Eichten, P.E.

DRAFT SUPPLEMENT NO. 3
SCOPE OF WORK
Wolf Road from 143rd Street to 167th Street Widening Project
March 18, 2020

Scope of Work:

Tasks included within this Scope of Work provide for completing the necessary Phase I studies and documentation for the Wolf Road widening project from 143rd Street to 167th Street in Orland Park. The tasks to complete the project are detailed in the following work elements:

- I. Roadway Geometry & Intersection Design Studies
- II. Noise Study and Report
- III. Location Drainage Study
- IV. Structural Studies
- V. Project Development Report (PDR) Update
- VI. Administration
- VII. QA/QC

I. Roadway Geometry & Intersection Design Studies

a. Wolf Road and 143rd Street Intersection Realignment:

In coordination with the 143rd Street Project (per CBBEL e-mail received on November 7, 2018), the intersection of 143rd Street at Wolf Road will need to be revised to implement an alignment shift of Wolf Road about 10' to the west to minimize impacts to a potentially NHRP property (Yunker School House) at the NE corner of the 143rd Street at Wolf Road intersection. CBBEL and Orland Park met with IDOT in October 2018, and they concurred with the alignment shift at the intersection. The Village Plan Commission reviewed the proposed design and is also interested in minimizing impacts to the PNHRP property. The proposed roadway geometry along Wolf Road will be revised and potential impacts to drainage and utilities will be evaluated.

The proposed ultimate roadway improvements included in the 143rd Street Project begin at approximately Sta. 254+32 to the north. The interim improvements as part of the 143rd Street Project include the transition back to the existing two-lane rural roadway section approximately 800' to the south. The proposed scope of work as part of Supplement 3 for Wolf Road includes revising the horizontal alignment and roadway geometry along Wolf Road to match into the revised alignment shift to the north, update the proposed profile based on the horizontal shift, revise the roadway cross sections, update the proposed roadway drainage and evaluate the impacts on utilities, side slope grading adjacent to the wetland on the west, the proposed retaining wall along the east and the required temporary construction easements and proposed right-of-way.

b. CMAP 2050 Traffic Projections & Sensitivity Analysis

Based on our recent coordination with IDOT District One for the project, the CMAP 2050 traffic projections will need to be obtained for the project.

A Sensitivity Analysis will be conducted to determine whether the previous Draft Phase I Study conclusions are still valid. AECOM will evaluate the geometrics previously developed to determine if there would be any revisions to the roadway geometry due to the updated 2050 traffic projections. Should the 2050 traffic data indicate substantial changes, the roadway geometry may need to be upgraded.

The intent is to analyze the roadway geometry with the 2050 traffic projections to confirm that the IDS's and overall project geometry still satisfy the projection warrants. Substantial increases in the traffic numbers may warrant geometric revisions.

c. Geometric Revisions at Potential Retaining Wall Locations:

The design team will re-evaluate the proposed roadway improvements to determine if the construction of a new retaining wall is the most appropriate solution for the given location or if re-grading and the acquisition of additional right-of-way (ROW) or temporary easements (TE) would be the better alternative. In general, retaining walls increase initial construction costs but also require routine inspections and maintenance throughout their lives. Where feasible, the best course of action is to eliminate or reduce the construction of retaining walls. The evaluation will include potential modifications to the mainline roadway and cross street profiles, refinement of the roadway cross sections including revisions to the parkway and side slope grading, and impacts on existing landscaping, driveways, utilities, TE's and ROW. The potential retaining wall locations to be evaluated include:

1. Sta. 96+00 to Sta. 100+50 at the SW corner of Wolf and 167th Street at Marley Creek:
2. Sta. 101+75 to Sta. 103+50 at the NE corner of Wolf and 167th Street at Marley Creek:
3. Sta. 167+50 to Sta. 169+50 RT:
4. Sta. 168+00 to Sta. 171+00 LT:
5. Sta. 170+00 to Sta. 174+50 RT:
6. Sta. 171+00 to Sta. 174+00 LT South of 156th Street:
7. Sta. 176+00 to Sta. 180+20 RT:
8. Sta. 176+00 to Sta. 180+20 LT:
9. Sta. 188+00 to Sta. 191+00 RT South of 153rd Street:
10. Sta. 244+00 to Sta. 248+00 RT:
11. Sta. 255+20 to Sta. 256+70 LT:

d. Laurels of Spring Creek Development:

In April 2017, the Village of Orland Park provided preliminary plans for the new Laurels of Spring Creek development. The roadway geometry and drainage improvements along Wolf Road will be evaluated and updated to accommodate the future construction of the Laurels of Spring Creek development.

e. ADA/PROWAG Policy Update:

On August 22, 2016, IDOT issued the Memorandum for ADA/PROWAG Alterations on State Highways. As a part of the geometrics review process, PROWAG compliance will need to be evaluated. Under the new IDOT policy, there are approximately 37 ramp locations within the project limits which will need to be evaluated. Based on the requirements of the IDOT District One Geometrics Section Unit, additional plans and details will be prepared and include the following:

1:20 scale plans of each sidewalk/bike ramp (IDS sheet (as applicable), & detail sheet for each individual ramp). The details and plans shall include:

- Horizontal Geometry with all pertaining data
 - Provide elevations, stations and offsets (where possible provide coordinates)
- Labels that show all slopes/elevations such as:
 - cross slopes
 - running slopes
 - landing slopes
 - ramps slopes
- Labels at all radii
- Labels that indicate traffic signal's size and location
- Labels that indicate potential utility conflicts and obstacles

The ADA ramp details will be prepared for the following intersection locations:

ADA PROWAG Analysis	
<u>Wolf Road Locations</u>	<u>ADA Ramps</u>
167th	4
Hancock	2
Corso	2
Karen	2
158th	1
157th	2
Equestrian Trail	2
156th	2
155th/Fawn Creek	4
153rd	4
Spring Creek	2
151st	2
Royal Oaks	2
Alexis	2
Lee & 167th	4
Total	37

II. Noise Study and Report

AECOM provided a Traffic Noise Study in 2010 (included as part of Supplement 1). This Study identified locations where there would be traffic noise impacts along the Wolf Road corridor, potential locations where noise walls may be located, and a cost-effective evaluation of which walls may be constructed under that current policy. This study utilized existing 2006 traffic data and design year 2030 traffic projections, which are now obsolete.

In 2011, IDOT and FHWA issued an updated traffic noise policy and guidance and a new Highway Traffic Noise and Assessment Manual. AECOM analyzed and evaluated the results of the previous traffic noise study with the new policy and guidance (included as part of Supplement 2). However, pending newly updated CMAP generated traffic figures and further pending updates to traffic noise policy and guidance, a new report was not generated.

In 2017, IDOT issued an updated traffic noise policy and guidance and a new Highway Traffic Noise and Assessment Manual. This Manual provides updated guidance on study methods and procedures, and on reasonableness and cost-effective evaluation of noise walls. AECOM will provide a new Traffic Noise Study following this latest Manual utilizing the FHWA TNM Version 2.5, and design year 2040 traffic projections (revised projections received in October 2015). A sensitivity analysis will be prepared evaluating the potential impacts of the 2050 traffic projections to be obtained from CMAP. This Noise Study will identify locations where there would be traffic noise impacts along the Wolf Road corridor, potential locations where noise walls may be located, and a conceptual level cost-effective evaluation of which walls may be constructed.

Supplement Scope for the Revised Traffic Noise Study to include:

1. The Traffic Noise Study will follow the IDOT 2017 Highway Traffic Noise and Assessment Manual.
2. Model validation (assuming up to 6 field sites located in mid-blocks along Wolf Road).
3. Existing condition model
4. Build condition model
5. Traffic volume, speed and mix data to be collected concurrently.
6. Under both existing and design build conditions, balanced peak noise hour traffic volume flow diagrams including those from main cross streets, design or posted speeds, traffic mix (auto and medium and heavy truck percentages) will be developed.
7. Modeling utilizing the updated 2040 projected traffic volumes and any updated roadway geometry. A sensitivity analysis will be prepared evaluating the potential impacts of the 2050 traffic projections to be obtained from CMAP on the noise analysis.
8. General barrier abatement (noise wall) modeling
9. Prepare new Traffic Noise Study Report

Assumptions:

1. The Study will utilize the FHWA Traffic Noise Model 2.5 in 2020; however, Version 3.0 may be required if the Study is produced or extends beyond 2020.
2. Noise wall or barrier design will not be included.
3. Neighborhood mailings and surveys to determine whether a noise wall is desired or type that is desired is not included. Also, the barrier optimization analysis for the purpose of barrier design will not be included. These are items will be completed during the Phase II Design due to the fact they are final design issues, as well as future residential opinions as opposed to current residents. As noted in the draft PDR, a final decision of the installation of the abatement measure(s) will be made upon completion of the project's final design and the public involvement process.

III. Location Drainage Study

Wolf Road was initially designed to include a curb and gutter section with a closed drainage system. Per coordination with the Village of Orland Park, Supplement 1 included a change in the roadway design to rural open shoulder sections with stormwater conveyed by roadside ditches. After IDOT rejected the open drainage system concept, a second supplement was later approved to convert Wolf Road back to an urban roadway section with outside curb and gutters and a closed drainage system. The original scope of work and the 2 later approved supplements did not include developing a hydraulic report for the Marley Creek and Spring Creek waterway crossings. The Location Drainage Study (LDS) currently proposes extending the culverts at these crossings.

The following is the scope of work required to complete the Wolf Road LDS:

a. Hydraulic Report - Marley Creek (2 crossings of Wolf Road):

Marley Creek crosses Wolf Road at 2 separate locations within the project improvement limits. The following is a description of the tasks required to complete this hydraulic report:

1. Field Review
2. Survey Note Conversions (only required for 1 crossing, since data is already available for the 167th Street crossing location).
3. Waterway Information Tables (WWIT's for 2 crossings)
4. Hydraulic Report Data Sheets (2 crossings)
5. Hydrologic Model – Discharge data will be obtained from the Streamstats model created by V3 Companies.
6. Hydraulic Model – Revise existing HEC-RAS model prepared by V3 Companies to include surveyed cross sections and cross culvert under Wolf Road (south of 167th Street). The existing model already includes this information for the existing cross culvert under Wolf Road/167th Street. A proposed conditions model will be prepared to upsize cross culverts to meet IDOT freeboard criteria.
7. Compensatory Storage Calculations for 2 crossings
8. Narrative & Exhibits
9. Report Assembly for draft and final submittals

b. Hydraulic Report - Spring Creek:

The following is a description of the tasks required to complete this hydraulic report:

1. Field Review
2. Survey Note Conversions
3. Waterway Information Tables (WWIT's)
4. Hydraulic Report Data Sheets
5. Hydrologic Model – Discharge data to be obtained from MWRD model modified by CBBEL for steady flow conditions.
6. Hydraulic Model – Modify CBBEL's MWRD HEC-RAS model to include new surveyed cross sections and the existing culvert at the Wolf Road crossing. A proposed model will be prepared to potentially upsize the culvert crossing to meet IDOT freeboard criteria.
7. Compensatory Storage Calculations
8. Narrative & Exhibits
9. Report Assembly for draft and final submittals

c. Stream Survey (2 waterway crossings):

A stream survey will be required to include the following information for the Marley Creek and Spring Creek crossings of Wolf Road:

1. Channel stream survey from 1,000 ft D/S to 1,000 ft U/S of the crossings. Since V3 Companies already surveyed the channel cross sections for the Marley Creek crossing of Wolf Road / 167th Street, the stream survey will only be performed for the Marley Creek crossing of Wolf Road approximately 1,400 ft south of 167th Street. Cross sections will be taken between 1,000 ft U/S and 1,000 D/S of this crossing.
2. Survey of existing culvert and roadway overtopping.
3. Obtain normal water level at time of survey, photos of channel and crossing and type of surface to determine "n" values.
4. Obtain bottom of streambed elevations at 100 ft increments within the 2,000 ft stream survey limits.

d. Revise Draft LDS per IDOT Comments:

This work includes updating the LDS narrative and exhibits to address the following IDOT comments:

1. Evaluate existing flooding concerns and note how they will be resolved under proposed conditions.
2. Update the storm sewer design for the 10-year event instead of the 50-year design and check for 100-year.
3. Ensure that proposed pipes are not submerged at various outlets.
4. Provide additional exhibits for offsite area draining to ROW.
5. Provide hydraulic analysis for Culvert at Outlet 14.
6. Revise PDP sheets per IDOT comments.

e. Revise LDS to Include Potential New ESR Limits:

If the proposed ROW is extended to the ESR limits, the storm sewer and storm water detention calculations will likely change from storm sewer to ditch conveyance / detention. Compensatory storage will also be recomputed to allow for ditch storage. The existing PDP sheets and profiles would also need to be updated.

f. Coordination with IDOT Hydraulics & Village of Orland Park:

Several meetings will be required with Village of Orland Park and IDOT Hydraulics to resolve the comments.

IV. Structural Studies

a. Culvert Inspection and Culvert Condition Memorandum

The proposed scope of work includes the inspection and preparation of a Culvert Condition Memorandum for two waterway crossings along Wolf Road including the existing culvert at Marley Creek crossing Wolf Road approximately 1200' south of the intersection of 167th Street and one existing culvert crossing at Spring Creek. The existing culvert at Marley Creek crossing Wolf Road approximately 100' north of the

intersection of 167th Street was previously inspected by V3 and a Culvert Condition Memorandum has been prepared. The findings of the inspection and memorandum prepared by V3 will be included in the recommendations of the Project Development Report.

b. Retaining Wall Type, Size & Location Plans

The preliminary proposed roadway geometry, profiles and cross sections have identified potential retaining wall locations which may be required to minimize impacts to adjacent properties, homes, wetlands and right-of-way. The IDOT Bureau of Local Roads & Streets Manual Section 36-2.06 Retaining Walls section states that retaining walls that are a minimum of 10' as measured from the top of wall to the bottom of the footing or cast-in-place fascia will require a TS&L in conjunction with obtaining geotechnical borings and the preparation of a Structure Geotechnical Report. The proposed scope of work includes the preparation of the retaining wall Type, Size and Location (TS&L) plans, structure number request from the District, Structure Report, Plan Development Outline (PDO) and Structure Geotechnical Report for the following structures. The potential retaining wall locations include:

1. Sta. 251+75 to Sta. 255+00 RT:
 - Cut wall located along the east side of Wolf Road adjacent to existing houses with an estimated length of 325' and a height of approximately 10'.

c. Geotechnical Investigation

Structural borings will be taken at the one retaining wall location requiring Type, Size and Location (TS&L) plans. See attached scope of services from Wang Engineering which includes 4 structure borings each to a depth of 30 feet and two Geoprobe borings.

V. Project Development Report (PDR) Update

Updates to the Project Development Report text, exhibits and appendices will be required to incorporate the following:

1. Geometric roadway updates
2. ADA/PROWAG Compliance
3. Location Drainage Study updates
4. Noise Analysis Report updates
5. Crash Analysis: Updated for most current 5-Year Period; the PDR was updated in 2015 to cover crashes for the 5-Year Period 2010 to 2014 (included in Supplement 2)
6. Culverts
7. Retaining Walls
8. Coordination

VI. Administration

Miscellaneous administration including invoicing, meetings, correspondence, etc.

VII. QA/QC

Perform QA/QC reviews of the project.

Direct Costs Summary

Mileage for Site Visits, Inspections and Meetings:	\$100
Noise Meter Rental:	\$750
Printing of Reports and Delivery:	\$150
Total:	\$1,000

DRAFT MANHOURS BY TASK DETAIL

PROJECT: Wolf Road from 143rd Street to 167th Street

Client: Orland Park

AECOM

March 18, 2020

<u>Task</u>	<u>Item</u>	<u>Manhours</u>
Task I	<u>Roadway Geometry & Intersection Design Studies</u>	
	a Wolf Road and 143rd Street Intersection Realignment	40
	b CMAP 2050 Traffic Projections & Sensitivity Analysis	60
	c Geometric Revisions at Potential Retaining Wall Locations:	160
	d Laurels of Spring Creek Development	6
	e ADA/PROWAG Policy Update (37 locations at 12 hours/location)	444
	Task I Subtotal	710
Task II	<u>Noise Study and Report</u>	
	a Obtain Field Data	48
	b Model validation (Assumes 6 sites located in mid-blocks along Wolf Road)	24
	c Existing condition model	80
	d Build condition model	64
	e General barrier abatement modeling	80
	f Report Assembly for draft and final submittals	80
	Task II Subtotal	376
Task III	<u>Location Drainage Study</u>	
	a Hydraulic Report - Marley Creek (2 crossings of Wolf Road):	
	1 Field Review	8
	2 Survey Note Conversions	8
	3 Waterway Information Tables (WWIT's for 2 Crossings)	10
	4 Hydraulic Report Data Sheets (2 Crossings)	8
	5 Hydrologic Model	0
	6 Hydraulic Model	40
	7 Compensatory Storage Calculations for 2 crossings	24
	8 Narrative & Exhibits	40
	9 Report Assembly for draft and final submittals	12
	Task IIIa Subtotal	150
	b Hydraulic Report - Spring Creek	
	1 Field Review	8
	2 Survey Note Conversions	8
	3 Waterway Information Tables (WWIT's)	6
	4 Hydraulic Report Data Sheets	4
	5 Hydrologic Model	2
	6 Hydraulic Model	40
	7 Compensatory Storage Calculations	16
	8 Narrative & Exhibits	40
	9 Report Assembly for draft and final submittals	12
	Task IIIb Subtotal	136
	c Stream Survey (2 waterway crossings)	32

DRAFT MANHOURS BY TASK DETAIL

PROJECT: Wolf Road from 143rd Street to 167th Street

Client: Orland Park

AECOM

March 18, 2020

<u>Task</u>	<u>Item</u>	<u>Manhours</u>
	d Revise Draft LDS per IDOT Comments	
	1 Evaluate existing flooding concerns	16
	2 Update the storm sewer design	16
	3 Ensure that proposed pipes are not submerged at various outlets	8
	4 Provide additional exhibits for offsite area draining to ROW	16
	5 Provide hydraulic analysis for Culvert at Outlet 14	24
	6 Revise PDP sheets per IDOT comments	32
	Task IIId Subtotal	112
	e Revise LDS to Include Potential New ESR Limits	80
	f Coordination with IDOT Hydraulics & Village of Orland Park	24
	Task III Subtotal	534
Task IV	<u>Structural Studies</u>	
	a Culvert Inspection and Culvert Condition Memorandum	
	1 Marley Creek Culvert	75
	2 Spring Creek Culvert	75
	Task IVa Subtotal	150
	b Retaining Wall Type, Size & Location Plans	
	1 Sta. 251+75 to Sta. 255+00 RT	240
	c Geotechnical Investigations See attached scope and manhour proposal from Wang Engineering	
	Task IV Subtotal	390
Task V	<u>Project Development Report (PDR) Update</u>	
	a Update Crash Analysis	60
	b Update PDR Text	60
	c Update PDR Exhibits	80
	Task V Subtotal	200
Task VI	<u>Administration/Management</u>	
10.1	AECOM Administration/Management	
	Project Administration	
	Assume 10 hours per month for 18 months	180
	Project Meetings	80
	Task VI Subtotal	260
Task VII	<u>QA/QC</u>	
	AECOM QA/QC	40
Total Manhours		2,510

Bureau of Design and Environment
Prepared By: Consultant
DATE 03/18/20

AECOM

0

Wolf Road

133.02%

0

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Roadway Studies			Noise Study			Location Drainage Study			Structural Studies			PDR Update		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director/Principal	70.00	0.0																	
Project Manager	68.59	20.0	0.80%	0.55															
Technical Specialist	70.00	0.0																	
Project - Engineer, Scientist	64.54	0.0																	
Senior - Engineer, Scientist	62.69	406.0	16.18%	10.14	130	18.31%	11.48	80	21.28%	13.34	60	11.24%	7.04	40	10.26%	6.43	36	18.00%	11.28
Engineer, Scientist, Planner	41.95	1,220.0	48.61%	20.39	330	46.48%	19.50	156	41.49%	17.40	280	48.69%	20.42	170	43.59%	18.29	84	42.00%	17.62
Resident Engineer	66.44	0.0																	
Construction Engineer	47.67	0.0																	
Inspector, Field Office Engineer	47.37	0.0																	
Surveyor	36.23	0.0																	
Engineering Technician, Designer	39.83	864.0	34.42%	13.71	250	35.21%	14.02	140	37.23%	14.83	214	40.07%	15.96	180	46.15%	16.38	80	40.00%	15.93
PM Support/Project Controls	41.63	0.0																	
Administrative Assistant	31.16	0.0																	
		0.0																	
		0.0																	
		0.0																	
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TOTALS		2510.0	100%	\$44.79	710.0	100.00%	\$45.00	376.0	100%	\$45.57	534.0	100%	\$43.43	390.0	100%	\$43.10	200.0	100%	\$44.83

AVERAGE HOURLY PROJECT RATES

DATE 03/18/20

SHEET 2 OF 5

PAYROLL	AVG	Administration			QA/QC			Direct Costs			Geotechnical - Wang								
CLASSIFICATION	HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director/Principal	70.00																		
Project Manager	68.59	20	7.69%	5.28															
Technical Specialist	70.00																		
Project - Engineer, Scientist	64.54																		
Senior - Engineer, Scientist	62.69	60	23.08%	14.47															
Engineer, Scientist, Planner	41.95	180	69.23%	29.04	40	100.00%	41.95												
Resident Engineer	66.44																		
Construction Engineer	47.67																		
Inspector, Field Office Engineer	47.37																		
Surveyor	36.23																		
Engineering Technician, Designer	39.83																		
PM Support/Project Control	41.63																		
Administrative Assistant	31.16																		
TOTALS		260.0	100%	\$48.79	40.0	100%	\$41.95	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME AECOM
PRIME/SUPPLEMENT Wolf Road
Prepared By M. Eichten

DATE 03/18/20
PTB-ITEM# 0

CONTRACT TERM 12 MONTHS
START DATE 3/1/2020
RAISE DATE 1/1/2021
END DATE 2/28/2021

OVERHEAD RATE 133.02%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	3/1/2020	1/1/2021	10	83.33%
1	1/2/2021	3/1/2021	2	17.17%

The total escalation = 0.50%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

AECOM
Wolf Road
0

DATE
03/18/20

ESCALATION FACTOR 0.50%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Director/Principal	\$70.00	\$70.35
Project Manager	\$68.25	\$68.59
Technical Specialist	\$69.20	\$69.55
Project - Engineer, Scientist, Planner, Architect	\$64.22	\$64.54
Senior - Engineer, Scientist, Planner, Architect	\$62.38	\$62.69
Engineer, Scientist, Planner, Architect	\$41.74	\$41.95
Resident Engineer	\$66.11	\$66.44
Construction Engineer	\$47.43	\$47.67
Inspector, Field Office Engineer	\$47.13	\$47.37
Surveyor	\$36.05	\$36.23
Engineering Technician, Designer, CADD	\$39.63	\$39.83
PM Support/Project Controls	\$41.42	\$41.63
Administrative Assistant	\$31.00	\$31.16

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Timothy Whalen, as Associate Vice President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of AECOM Technical Services, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D.#: 95-2661922
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation California 29 September 1970
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and 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.

3) SEXUAL HARRASSMENT POLICY: Yes ☒ No ☐

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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 Contracts; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) TAX CERTIFICATION: Yes ☒ No ☐

Proposer is current 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Timothy Whalen

Name of Authorized Officer

Associate Vice President

Title

April 29, 2020

Date



ORLAND PARK

INSURANCE REQUIREMENTS

STATUTORY

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 ← Each Accident

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)

or otherwise provide Equivalent Coverage to the scheduled underlying insurance

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

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

Each Claim/Aggregate

PROFESSIONAL LIABILITY

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

and Workers Compensation & Employer Liability

include

authorized

Employer Liability

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

additional

evidence

caused, in whole or in part, by

Contractor shall be solely responsible for its deductible.

Proposer agrees that prior to any commencement of work to 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 contractor.

ACCEPTED & AGREED THIS 7 DAY OF May, 2020

Signature Timothy Whalen

Associate Vice President

Printed Name & Title

Authorized to execute agreements for:

AECOM Technical Services, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Los Angeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-20-21		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC #
04 2022				INSURER A : ACE American Insurance Company		22667
INSURED AECOM AECOM Technical Services, Inc. 303 East Wacker Drive, Suite 1400 Chicago, IL 60601				INSURER B : N/A		N/A
				INSURER C : Illinois Union Insurance Co		27960
				INSURER D : SEE ACORD 101		
				INSURER E :		
				INSURER F :		

COVERAGES**CERTIFICATE NUMBER:**

LOS-002473874-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			HOO G7123311A	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25301730	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	SEE ACORD 101	04/01/2020	04/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,500,000 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2020	04/01/2021	Per Claim/Agg Defense Included 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AECOM Project No.: 04191729.0001, Village of Orland Park, Wolf Road - 143rd St. to 167th St. Supplement #3, Phase I studies and documentation for the Wolf Road widening project from 143rd Street to 167th Street in Orland Park

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. —See Additional Page—

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park Village Hall 14700 S. Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel
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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 303 East Wacker Drive, Suite 1400 Chicago, IL 60601
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C6692340A	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C66923320	ACE American Insurance Company - NAIC # 22667	CA, AZ, MA
SCF C66923368	ACE American Insurance Company - NAIC # 22667	WI Retro

Waiver of subrogation is applicable where required by written contract with respect to GL.