

Local Agency Village of Orland Park	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation Supplemental Agreement #1	CONSULTANT	Consultant Christopher B. Burke Engineering, Ltd.
County Cook				Address 9575 W. Higgins Road, Suite 600
Section 14-00072-00-WR				City Rosemont
Project No. M-4003 (269)				State IL
Job No. P-91-180-14				Zip Code 60018
Contact Name/Phone/E-mail Address Kurt Corrigan, Transportation & Engineering Manager / 708-403-6123 kcorrigan@orlandpark.org				Contact Name/Phone/E-mail Address Michael Matkovic, PE / 847-823-0500 mmatkovic@cbbel.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name 143rd Street Route FAU 1600 Length 1.9 mi Structure No. _____

Termini Wolf Road (west termini) to Southwest Highway (east termini)

Description Preparation of Phase I Engineering Project Development Report for anticipated improvements consisting of pavement widening and reconstruction with center turn lane, sidewalk, bike path, traffic signal modernization, new traffic signals, storm sewer removal and replacement, and new retaining walls to minimize impacts.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 360 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☒ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineerig, Ltd.	36-3468939	\$249,968.36
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$249,968.36
Total for all Work:		\$249,968.36

Executed by the LA:

Village of Orland Park

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Christopher B. Burke Engineering, Ltd.

By: _____

By: _____

Title: _____

Title: Vice President

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency _____
Section _____
Project _____
Job No: _____

DATE 10/25/16

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES						2. Topographic Survey			3. Traffic Data Collection			4. Crash Analysis Report			5. Location Drainage Study		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	69.62	64	2.91%	2.03							4	12.50%	8.70	2	3.03%	2.11	4	1.10%	0.77
Engineer V	61.30	16	0.73%	0.45															
Engineer IV	51.04	402	18.27%	9.33							20	62.50%	31.90	24	36.36%	18.56	60	16.48%	8.41
Engineer III	42.63	418	19.00%	8.10													120	32.97%	14.05
Engineer I/II	31.02	664	30.18%	9.36							8	25.00%	7.76	40	60.61%	18.80	120	32.97%	10.23
Env Res Specialist V	60.00	8	0.36%	0.22															
Env Res Specialist IV	52.75	20	0.91%	0.48															
Env Res Specialist III	39.88	0																	
Env Res Technician	35.50	8	0.36%	0.13															
Landscape Architect	51.00	0																	
Survey V	60.00	4	0.18%	0.11				4	1.47%	0.88									
Survey IV	60.00	32	1.45%	0.87				24	8.82%	5.29									
Survey III	54.25	20	0.91%	0.49				20	7.35%	3.99									
Survey II	38.60	88	4.00%	1.54				88	32.35%	12.49									
Survey I	30.17	104	4.73%	1.43				104	38.24%	11.54									
Survey Intern		0																	
CAD Manager	57.08	86	3.91%	2.23															
Asst. CAD Manager	48.50	88	4.00%	1.94				32	11.76%	5.71							56	15.38%	7.46
CAD II	44.25	132	6.00%	2.66															
CAD I	33.25	0																	
Engineering Technician	58.50	0																	
Engineering Technician	47.00	0																	
Engineering Technician	44.38	0																	
Engineering Technician	36.60	0																	
GSI Specialist III	44.30	0																	
GSI Specialist I/II	27.00	0																	
Engineering Intern	12.95	0																	
Administrative	31.52	46	2.09%	0.66													4	1.10%	0.35
TOTALS		2200	100%	\$42.02	0	0.00%	\$0.00	272	100%	\$39.90	32	100%	\$48.36	66	100%	\$39.47	364	100%	\$41.27

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency _____
Section _____
Project _____
Job No: _____

DATE 10/25/16

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Retaining Wall Analysis/T.S.			7. Alternate Geometric Studies			9. Intersection Design Studies			11. Utility Coordination			12. Prepare Environmental Stu			15. Public Involvement/Meeting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	69.62	10	14.29%	9.95	20	1.85%	1.28	4	5.00%	3.48				4	6.25%	4.35	4	7.69%	5.36
Engineer V	61.30	16	22.86%	14.01															
Engineer IV	51.04	16	22.86%	11.67	182	16.79%	8.57	16	20.00%	10.21	8	33.33%	17.01	16	25.00%	12.76	24	46.15%	23.56
Engineer III	42.63				286	26.38%	11.25												
Engineer I/II	31.02				428	39.48%	12.25	32	40.00%	12.41	4	16.67%	5.17	8	12.50%	3.88	24	46.15%	14.32
Env Res Specialist V	60.00													8	12.50%	7.50			
Env Res Specialist IV	52.75													20	31.25%	16.48			
Env Res Specialist II	39.88																		
Env Res Technician	35.50													8	12.50%	4.44			
Landscape Architect	51.00																		
Survey V	60.00																		
Survey IV	60.00										8	33.33%	20.00						
Survey III	54.25																		
Survey II	38.60																		
Survey I	30.17																		
Survey Intern																			
CAD Manager	57.08				78	7.20%	4.11	4	5.00%	2.85	4	16.67%	9.51						
Asst. CAD Manager	48.50																		
CAD II	44.25	28	40.00%	17.70	80	7.38%	3.27	24	30.00%	13.28									
CAD I	33.25																		
Engineering Technic	58.50																		
Engineering Technic	47.00																		
Engineering Technic	44.38																		
Engineering Technic	36.60																		
GSI Specialist III	44.30																		
GSI Specialist I/II	27.00																		
Engineering Intern	12.95																		
Administrative	31.52				10	0.92%	0.29												
TOTALS		70	100%	\$53.32	1084	100%	\$41.01	80	100%	\$42.23	24	100%	\$51.70	64	100%	\$49.41	52	100%	\$43.23

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency _____
Section _____
Project _____
Job No: _____

DATE 10/25/16

SHEET 3 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	17. Project Administration			Direct Costs														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	69.62	12	13.04%	9.08															
Engineer V	61.30																		
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Survey V	60.00																		
Survey IV	60.00																		
Survey III	54.25																		
Survey II	38.60																		
Survey I	30.17																		
Survey Intern																			
CAD Manager	57.08																		
Asst. CAD Manager	48.50																		
CAD II	44.25																		
CAD I	33.25																		
Engineering Technic	58.50																		
Engineering Technic	47.00																		
Engineering Technic	44.38																		
Engineering Technic	36.60																		
GSI Specialist III	44.30																		
GSI Specialist I/II	27.00																		
Engineering Intern	12.95																		
Administrative	31.52	32	34.78%	10.96															
TOTALS		92	100%	\$45.58	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

COMPANY NAME: Christopher B. Burke Engineering, Ltd.

PTB NUMBER: 143rd Street - Wolf Road to Southwest Highway

TODAY'S DATE: 10/24/2016

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	X	2,500	\$0.540	\$1,350.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	X	30	\$65.00	\$1,950.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	X	25	\$25.00	\$625.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
8 1/2 x 11 Color Laser	Actual Cost Per Page	X	100	\$0.55	\$55.00
8 1/2 x 11 Color Stock	Actual Cost Per Page	X	200	\$0.10	\$20.00
8 1/2 x 11 Card Stock	Actual Cost Per Page	X	800	\$0.12	\$96.00
Scan Setup	Actual Cost Per Sheet	X	500	\$0.50	\$250.00
Scan to File	Actual Cost Per Sheet	X	500	\$2.00	\$1,000.00
Color Scan to pdf	Actual Cost Per Square Foot	X	200	\$1.40	\$280.00
11x17 Color Paper	Actual Cost Per Page	X	250	\$0.16	\$40.00
11x17 Color Laser	Actual Cost Per Page	X	250	\$0.95	\$237.50
Digital Bond Prints	Actual Cost Per Square Foot	X	1,200	\$0.16	\$192.00
Color Inkjet Prints	Actual Cost Per Square Foot	X	1,200	\$2.70	\$3,240.00
Burn CD	Actual Cost Each	X	20	\$12.00	\$240.00
TOTAL DIRECT COST					\$9,575.50

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

 Illinois Department of Transportation Local Public Agency Amendment # for Federal Participation	Local Public Agency Village of Orland Park	State Contract ☐	Day Labor ☐	Local Contract ☒	RR Force Account ☐
	Section:	Fund Type:		ITEP / SRTS / HSIP Number(s)	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-180-14	M-4003 (269)		

This Amendment is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**", and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans approved by the **STATE** and the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

Location

Location 143rd Street (IL Route 7) Route FAU 1600 Length 1.9 mi
Termini Wolf Road (west termini) to Southwest Highway (east termini)

Current Jurisdiction IDOT TIP Number 06-00-0042 Existing Structure No

Amended Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	174,892	(70)	()	74,953	(30)	249,845
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 174,892			\$ 74,953		\$ 249,845

NOTE:

The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

For Amendments Increasing the LPA share: By execution of this Amendment, the **LPA** attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum(**required for increases to state-let contracts only**).

ADDENDA

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

Attachment A - 1st Supplemental Agreement - Scope of Work Narrative

(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Amendment and all Addenda.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number
36-6006035 conducting business as a Governmental
Entity.

DUNS Number 010609261

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ATTACHMENT A

143rd Street (IL Rt 7): Wolf Road to Southwest Highway Reconstruction Village of Orland Park

Phase I Engineering and Environmental Study 1st Supplemental Agreement - Scope of Work Narrative October 2016

This supplement compensates for additional level of effort that is required to complete Phase I Engineering and Environmental Studies for 143rd Street from Wolf Road to Southwest Highway. As the study has progressed there are numerous areas that have required an additional level of effort and work that was not included within the original scope of work. The supplemental scope of work generally includes investigation of additional intersection alternatives at the Southwest Highway and 143rd Street intersection, incorporation of Southwest Highway 143rd Street Metra Station parking lot expansion into this Phase I Study, extension of project limits along Southwest Highway and Wolf Road (topographic survey and roadway/drainage design), crash analysis update, additional topographic survey pickup, Compton Court signal warrant analysis/IDS, Wolf Road culvert technical memorandum, Southwest Highway retaining wall TSL, other retaining wall analysis, utility coordination, public involvement/coordination, and project management.

Work Task 2 – Topographic Survey

This task includes additional full topographic survey of both the Phase I Engineering Services and subsequent Phase II Engineering Services.

General Pickup Survey limits and approximate lengths are as follows:

Wolf Road (1,000' north of 143 rd to 1,000' south of 143 rd)	1,300'
SW Highway (1,000' north of 143 rd)	1,800'
TOTAL=	3,100'

Additional topographic survey is required for numerous parcels adjacent to the proposed improvement and detention areas. The existing drainage system will be surveyed for the Southwest Highway 143rd Street Metra Station parking lot.

CBBEL will perform the following survey tasks:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing our GPS equipment.

Vertical Control: CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points.

Existing Right-of-Way: CBBEL will establish the existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, etc.

Cross Sections: CBBEL will survey cross sections along the project limits at 100' intervals, at driveways, and at all other grade controlling features.

Utility Survey: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate all trees over 6 inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project.

Base Mapping: CBBEL will compile all of the above information into one base map representative of existing conditions of the project corridor for use in all engineering work in developing the proposed improvements.

Work Task 3 – Traffic Data Collection and Analysis

This task includes utilizing new traffic counts (provided by Village) at the Compton Court intersection and performing a signal warrant analysis. The results will be summarized in a signal warrant technical memorandum and coordinated with IDOT for approval.

Work Task 4 – Crash Analysis Report

This task includes one crash analysis update for the most recent 5 years of crash data. The crash analysis will be included in the project PDR.

Work Task 5 – Location Drainage Study

The proposed improvement project limits are beyond what was in the initial scope of work for Wolf Road and Southwest Highway. This task includes incorporation of added areas into the Existing and Proposed Drainage Plan. A Location Drainage Tech Memo will be prepared for the culvert Tributary to Long Run Tributary under Wolf Road. A full hydraulic report is not anticipated for this culvert crossing since the prior culvert replacement planned for roadway widening (Cook County jurisdiction). All drainage design will be prepared in compliance with the Department Drainage Manual and ACEC - Illinois/THE DEPARTMENT 2006 Drainage Seminar for the proposed geometry.

Preliminary drainage design will be completed for the 143rd Street Southwest Highway Metra station and coordinated with IDOT accordingly as it relates to the Southwest Highway proposed drainage design. Detailed drainage design is not anticipated for the Metra parking lot during Phase I Engineering.

Work Task 6 – Retaining Wall Analysis/T, S & L Drawings

This task includes investigation and preparation of Type, Size and Location Drawings for the retaining wall along Southwest Highway that is proposed to be replaced. An extra level of effort is required to further investigate retaining walls along the 143rd Street corridor and determine areas where they can be minimized or eliminated.

Work Task 7 – Alternate Geometric Studies

143rd Street / Old Orland Intersection Alternatives

This sub-task includes development and analysis of nine additional preliminary geometric alternatives, based on analysis and Village input, for the “Old Orland/Downtown Area” from West Avenue to Beacon Avenue and Southwest Highway. The initial scope of work included three (3) alternatives being developed geometrically and evaluated as indicated below. The results of the alternative analysis will be summarized in a Technical Memorandum.

The following alternative concept analysis will occur as part of the preliminary alternatives development to ensure feasibility:

- Capacity analysis of existing and proposed conditions
- Traffic signal coordination/modification
- Adherence to design standards
- Pedestrian/bike path accommodation requirements
- Land planning/land use study
- Parking analysis
- Environmental impacts
- Streetscape/Lighting Elements
- Building renovation/relocations
- Drainage impacts
- Land use impacts
- Concept plan studies, including alignment and geometries.
- Profile and cross-section studies to identify conceptual right-of-way, environmental and drainage impacts.
- Local road reconnection options for alternatives.
- Develop conceptual construction cost estimates for comparison purposes.

Southwest Highway 143rd Street Metra Parking Lot

This sub-task includes concept design for the future Southwest Highway 143rd Street Metra parking lot expansion to include 507 spaces (Total of 600 spaced for the 143rd Street Metra Station). The objective of this investigation is to confirm the proposed Southwest Highway improvements do not preclude the future improvements to the Southwest Highway 143rd Street Metra parking lot. Cross sectional analysis will be utilized to determine the compatibility of the proposed Southwest Highway profile and future Metra parking lot. The improvements along Southwest Highway include roadway widening to a 5-lane cross section from the existing 3-lane cross section, requiring right-of-way acquisition and parking impacts to the Metra property and existing parking lot. Replacement of impacted parking stalls needs to be addressed with this Phase I Study. Therefore, the concept design will be incorporated into the 143rd Street Phase I Study and reflected in the design plans and cross sections.

143rd Street/Southwest Highway/Wolf Road

The initial scope of work did not include alternative investigations along 143rd Street between Wolf Road and West Avenue. Horizontal alignment, vertical profile and cross sections alternative investigation is needed to minimize impacts and right-of-way acquisition to the adjacent private residential and commercial properties. Proposed improvements along Wolf Road and Southwest Highway are longer than initially scoped, approximately 3,100 feet.

During this task, it is expected that additional coordination/review will occur with the Village for review and/or comment/concurrence. This task will include attendance at three additional IDOT and FHWA coordination meetings held at IDOT District One office in Schaumburg to present project progress and secure concurrence on project progress and any necessary design issues.

ADA/PROWAG Design

This sub-task includes ADA/PROWAG design of all pedestrian ramps/crossings within State right-of-way. The design of these elements is now required by IDOT during Phase I Engineering.

Work Task 9 – Intersection Design Studies – 143rd Street at Compton Court

This task includes preparation of an IDS at 143rd Street at Compton Court. The IDS's will be prepared based on the data collected in Task 3.

The IDS's will be prepared at a scale of 1" = 50' and will include the following:

- Intersection capacity analyses for a.m. and p.m. peak hour design year traffic volumes.
- Existing and projected peak hour volumes.
- Preliminary intersection geometry.
- Signal layout.
- Design and general notes.

The IDS's will be submitted to IDOT for review. Any review comments by IDOT will be incorporated into the final IDS's and submitted to IDOT for approval.

Work Task 11 – Utility Coordination

This task includes further coordination with utility companies regarding relocations. A majority of the utility conflicts are along 143rd Street between West Avenue and Southwest Highway.

Work Task 12 – Prepare Environmental Studies

This task includes submittal of an Addendum Environmental Survey Request to cover the areas of the proposed improvement that are outside the original ESR boundary. CBBEL will update the Wetland Assessment accordingly. The presence of waters and wetlands will be determined for a distance of 50' outside existing right-of-way. Any identified waters or wetlands will be delineated based on the methodology established by the U.S. Army Corps of Engineers (USACE). IDOT WIE forms will be filled out accordingly. The ECAD journal will be prepared per IDOT request to document environmental impacts for the project. Per FHWA coordination meeting on November 3, 2015, concurrence was received for CE II processing, however, impacts should be documented with the ECAD journal.

Work Task 15 – Public Involvement/Meetings

This task includes additional coordination meetings with IDOT, Village staff, and project stakeholders (business owners and property owners) to gather input on the proposed improvement. Necessary exhibits for meeting facilitation will be prepared and meeting summaries prepared.

Work Task 17 – Project Administration

This task includes overall project administration and management.

Project administration includes managing the day to day work effort on the project to ensure an efficient project development process including work force allocations, and schedule oversight to ensure project milestones are being met.

Specific work tasks will include:

- General project management/administration including staff resource allocation, task/schedule oversight, quality reviews, etc.
- Prepare monthly progress reports including a copy of the overall project schedule.
- Attend quarterly project status meetings with the Village as determined to be necessary.
- Coordination Meetings.