



Using Federal Funds? ☒ Yes ☐ No Agreement For
Federal PE

Agreement Type
Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Orland Park	Cook	19-00084-00-BT	
Project Number	Contact Name	Phone Number	Email
	S. Khurshid Hoda	(708) 403-6128	khoda@orlandpark.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
167th Street	FAU 2585	0.57 mi	
Location Termini			Add Location
Steeplechase Parkway to 104th Avenue			Remove Location

Project Description

Phase II design of new off street bike path along 167th Street

Engineering Funding	☒ Federal	☐ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☐ MFT/TBP	☐ State	☐ Other	

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Civiltech Engineering, Inc.	Jonathan Vana, P.E.	(630) 735-3382	jvana@civiltechinc.com
Address	City	State	Zip Code
2 Pierce Place, Suite 1400	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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 United States Department of Transportation (US DOT) assisted contract. 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 LPA deems appropriate.
9. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. 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 DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly 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 in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. 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 LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA 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 LPA 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 LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not 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
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has 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,
 - (f) are not presently indicated 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
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 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 statue conviction for a violation occurring int he workplace no later than (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 maintain 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, 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 LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT 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.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering	36-3606666	\$199,005.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Ruettiger Tonelli and Associates	36-4402178	\$14,584.00
- T Engineering	36-2765336	\$5,000.00
- Santacruz Land Acquisitions	36-3851733	\$15,500.00
- Midland Standard Engineering and Testing	20-2435502	\$6,000.00
- True North	26-1702603	\$9,900.00
Subconsultant Total		\$50,984.00
Prime Consultant Total		\$199,005.00
Total for all work		\$249,989.00
Add Subconsultants		

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type		Name of Local Public Agency	
Attest:	The Village	of	Orland Park
By		Date	
Name of Local Public Agency		Local Public Agency Type	Title
Orland Park		Village	
		Clerk	

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name	
Attest:	Civiltech Engineering, Inc.
By	Date
Title	Title
Vice President	President

Local Public Agency	County	Section Number
Village of Orland Park	Cook	19-00084-00-BT

FOR FEDERAL PARTICIPATION PROJECTS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See next pages.



EXHIBIT A-1

Phase II Scope of Services

This project will consist of the installation of a new bike path along the south side of 167th Street from Steeplechase Parkway to 104th Avenue. The ADA ramps will be replaced along the bike path route at each intersection and driveway. Additionally, the northwest and northeast curb ramps at the 108th Avenue intersection will be replaced.

Cook County Department of Transportation and Highways has jurisdiction of 167th Street, 108th Avenue, and 104th Street. IDOT has jurisdiction of US 6 (Wolf Road). Intergovernmental agreements will be needed for the maintenance of the culvert extension and compensatory storage area.

IDOT and Cook County highway standards shall be used for temporary lane closures during path construction. Pedestrian detours may be required.

The proposed culvert extension and retaining wall will be designed and detailed in accordance with the current AASHTO Specifications, the IDOT Bridge Manual and the IDOT Standard Specifications for Road and Bridge Construction. CCDOTH has requested to be involved in the design of the culvert extension.

Traffic signal work to be completed under this project will include the installation of pedestrian signals across the south approach at 167th Street/Wolf Road where a new crosswalk will be installed. Pedestrian signals will also be added to all four crossings at the intersection of 167th Street/108th Avenue, where there are existing crosswalks on all four legs but no pedestrian signals. The intersection of 167th Street/104th Avenue already provides pedestrian signals across the south and east approaches, and no additional pedestrian crossings are proposed at this intersection. Push-button locations will be in accordance with applicable IDOT District 1, CCDOTH, ADA and PROWAG guidelines.

The Village has applied for ITEP funding for the project. Additional funding applications are anticipated during Phase II Engineering.

The scope and fee have been based on the following additional assumptions:

- The roadways will remain open to traffic, therefore no vehicular detours are required.
- Detailed hydrologic/hydraulic analyses of the existing and proposed culvert are not required. The Stormwater Management Technical Memorandum prepared during Phase I will be utilized for the Phase II design.
- The total heights of the wall is less than 10 feet, so a TS&L submittal to IDOT is not required.
- The PDR indicated no existing lighting units will be relocated, therefore no light pole relocations are included in this scope.
- All permitting and wetland banking fees, title expenses, and recording fees will be paid by the Village.

1. Early Coordination and Data Collection



A. Initial Meeting with Village - Prior to our initial meeting with the Village, the Phase II staff will review the most-current version of the PDR to familiarize ourselves with any commitments made during Phase I. We will discuss the Phase I report and project schedule, and request any outstanding or updated information from the Village such as existing plans, record drawings or other project information including municipal utility atlases. This meeting will be a virtual meeting.

B. Obtain/Update and Review Record Data - We will obtain and review available Village data including, but not limited to, subdivision plans and plats, GIS data, record plans, geotechnical reports, right-of-way data, sewer videos, aerial photography and contour mapping, bridge condition report, other existing plans, and municipal utility atlases.

C. Preliminary Utility Company Coordination - We will call in a Design J.U.L.I.E. and send letters or e-mails and project location maps to the utility companies within the project limits in order to confirm or update the information obtained during Phase I.

D. Verify ESR Limits and Update Environmental Sign-Offs - We will obtain a copy of the original ESR submittal from the Village and will confirm that the area of any new easements were included. If the detailed design requires any work outside the original limits, we will submit an ESR Addendum to IDOT. If the clearances in the draft PDR will expire prior to construction we will coordinate with IDOT to obtain updated clearances.

E. Special Waste Investigations (PESA, PSI) / CCDD Testing - A Preliminary Environmental Site Assessment (PESA) for the local route (167th) was performed during Phase I. The results of the local PESA report will be used as the basis for the detailed investigation (PSI). The PSI will include additional sampling to further identify special waste project requirements for the construction documents, and determine whether excess material can be disposed of at a Clean Construction and Demolition Debris (CCDD) site. **True North** will complete this work as a sub-consultant to Civiltech. The PESA for areas near the IDOT route (Wolf Rd) was performed by IDOT during the Phase I and found no REC's. The IDOT PESA indicated no additional testing and thus no PSI will be required adjacent to the IDOT route.

F. Supplemental Survey – The topographic survey and cross sections were completed during the Phase I portion of the project. This item includes obtaining additional survey at various locations to be determined during the preliminary engineering stage of the design. We anticipate extending the survey beyond the current project limits, within a few easements. Additional survey is also needed at the connection to the recently constructed path at the Tallgrass subdivision. All survey work will be tied to the existing survey completed as part of the Phase I engineering. We propose to use **Ruettiger Tonelli and Associates** to gather this information.

G. Geotechnical investigation - Midland Standard Engineering & Testing will obtain structure borings to assess the sub-grade soil conditions. We have included workhours to coordinate the boring locations with Midland Standard Engineering & Testing.

H. IDOT Project Kick-off Meeting - We will conduct a joint meeting with the Illinois Department of Transportation, Village, and planning liaison to discuss the project and gain everyone's acceptance of the project schedule and commitment to timely reviews. We will include the IDOT Bureau of Land Acquisition at this same meeting.

2. Preliminary Engineering

A. Plan Base Sheet Preparation - We will plot the existing topographic survey information and develop Phase II plan base sheets at a scale of 1" = 20' and 1"=50' for use in the development of contract plans. Cross sections will be prepared at 50-foot intervals. Cross sections will be prepared at any driveways that will be reconstructed. Any



updated existing utility information that has been obtained during the data collection phase will also be plotted on the base sheets.

B. Field Review of Survey – This item includes review of the existing topographic survey and performing a “plan-in-hand” field check of the project site to verify the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design. At this time we will also establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during our Preliminary Utility Company Coordination and visual observation in the field.

C. Review and Confirm Project Right-of-Way Requirements - We will review the proposed bikepath alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Our survey subconsultant **Ruettiger Tonelli and Associates** will establish the location of the existing right-of-way and easements throughout the project limits. The Phase I report indicates the need for temporary easements. We will review the project to verify the size, type, and location of easements required. This work will be performed early in the design phase so that the right-of-way acquisition process can begin as soon as possible to ensure that the project remains on schedule.

D. Preliminary Plans (65%) - We will prepare preliminary plans containing the following drawings:

- Cover Sheet (1 sheet)
- General Notes and List of State and Local Standards (2 sheets)
- Existing and Proposed Typical Sections (2 sheets)
- Removal, Plan, and Profile Plans (1"=20') (13 sheets)
- Drainage and Utilities (1"=20') (13 sheets)
- Compensatory Storage Grading Plan (1" = 20') (1 sheet)
- Pavement Marking and Signing (1"=50'; dual pane) (3 sheets)
- General Plan and Elevation and Longitudinal Section – Culvert (1 sheet)
- General Plan and Elevation and Typical Section – Retaining Wall (1 sheet)
- Traffic Signal Layout (2 sheets)
- Cross Section - 50' interval (1"=10'H : 1"=5'V) (15 sheets)

Preliminary Plans will be developed using the findings and recommendations of the approved PDR and the design criteria contained in the Illinois Department of Transportation’s Bureau of Local Roads and Streets (BLRS) manual and Bureau of Design and Environment (BDE) manual. The Preliminary Plan preparation and submittal will serve as a progress submittal for review by the Village staff, in an effort to identify and address any significant design issues prior to completing pre-final plans. We will communicate with the Village throughout the design process to resolve any current design issues.

In an effort to alert the various utility companies of possible conflicts and to advise them of the overall project schedule, we will submit the preliminary plans for their review. It is our intention that this submittal will allow the utility companies to review the plans to determine where additional information is needed concerning the location of their facilities.

E. Preliminary Design Review Meeting - We will coordinate a virtual meeting with Village staff in order to discuss the project. The meeting will be scheduled such that all parties will have had an opportunity to review the preliminary plans and provide comments. We anticipate the meeting will include staff from each of the



Village's underground departments.

3. Pre-Final (90%) Plans, Special Provisions and Estimates

A. Pre-Final Plans - The development of Pre-Final Contract Plans and documents will proceed throughout the Village's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with the approved PDR, the applicable sections of the BLRS and BDE manual, applicable IDOT Standards and in accordance with current Village standards and practices. We anticipate that the contract plans will contain the following drawings:

- Cover Sheet (1 sheet)
- General Notes and List of State and Local Standards (2 sheets)
- Summary of Quantities (4 sheets)
- Schedule of Quantities (4 sheets)
- Existing and Proposed Typical Sections (2 sheets)
- Alignment, Ties, Benchmarks (1"=100') (1 sheet)
- Removal, Plan, and Profile Plans (1"=20') (13 sheets)
- Maintenance of Traffic General Notes (1 sheet)
- Drainage and Utilities (1"=20') (13 sheets)
- Compensatory Storage Grading Plan (1" = 20') (1 sheet)
- Maintenance of Traffic General Notes and Staging Notes (3 sheets)
- Curb Ramp Details (1"=5') (10 sheets)
- Driveway Details (1" = 5') (2 sheets)
- Pavement Marking & Signing (1"=50'; dual pane) (3 sheets)
- Erosion Control and Landscaping Plans (1"=50' dual pane) (3 sheets)
- General Plan and Elevation and Longitudinal Section – Culvert (1 sheet)
- Culvert and Wingwall Details (2 sheets)
- Soil Boring Logs – Culvert (1 sheet)
- General Plan and Elevation and Typical Section – Retaining Wall (1 sheet)
- Wall Panel Elevations (2 sheets)
- Wall Sections and Details (2 sheets)
- Railing Details (1 sheet)
- Soil Boring Logs – Retaining Wall (2 sheets)
- Traffic Signal Modification Plan - US Rte 6 (Wolf Road) at 167th Street (1 sheet)
- Cable Plan, Sequences and Schedule of Quantities - US Rte 6 (Wolf Road) at 167th Street (1 sheet)
- Traffic Signal Modification Plan - 167th Street at 108th Avenue (1 sheet)
- Cable Plan, Sequences and Schedule of Quantities - 167th Street at 108th Avenue (1 sheet)
- IDOT District 1 Standard Traffic Signal Design Details (7 sheets)
- Construction Details (10 sheets)
- IDOT District One Standards (5 sheets)
- Cross Section - 50' interval (1"=10'H : 1"=5'V) (14 sheets)

We estimate that the contract plans will contain a total of 103 sheets.

It is anticipated that IDOT and CCDOTH highway standards will be utilized for temporary lane closures during construction. Therefore detailed maintenance of traffic plans will not be developed. General notes and staging notes will be provided as well as notes regarding pedestrian accommodations during construction, including a



detour route if needed.

The pre-final contract documents will be submitted to the Village, CCDOTH, and IDOT for review. We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform the necessary coordination with the utility companies and follow up as needed on each of our submittals to ensure that no utility company is neglecting the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings.

B. Pre-Final Special Provisions - We will prepare special provisions that supplement or amend the specifications contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable Village special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment (BDE) Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.

C. Pre-Final Quantity Calculations - We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

D. Pre-Final Estimate of Cost and Construction Time - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. The unit prices for the various items of work will be developed based on review and analysis of recent bid tabulations for projects of similar scope and magnitude.

E. Pre-Final QA/QC Review - Prior to submission of the pre-final plans for review, we will perform an internal Quality Control / Quality Assurance review of the work completed. The review will be performed by a professional engineer independent of the design team. The Construction Engineer will also complete a full contract document review at this time. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

F. Pre-Final Project Review Meetings - A project review meeting will be held with the Village, CCDOTH, and IDOT to address design issues and plan comments generated from the pre-final contract document review.

5. Final (100%) Plans, Special Provisions and Estimates

A. Final Plans - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design and quantity calculations. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.

We have assumed that the construction of this project will be funded with Federal funds, therefore IDOT will be responsible for letting the project. Therefore, we will provide IDOT with pdf's of the plans, as well as the number of reduced size copies that they request. We will also furnish the Village the requested type and number of copies of the final documents.



B. Final Special Provisions - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be submitted with the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

C. Final Quantity Calculations - The quantities will be updated based on changes made to the plans after the pre-final stage.

D. Final Estimate of Cost and Construction Time - The estimates will be updated based on the revised quantities. Cost breakdowns for different funding sources will be provided to assist in the preparation of the joint agreement for construction. Civiltech will prepare this agreement on behalf of the Village, and with the Village's approval, we will submit it to IDOT through the planning liaison for approval prior to execution by the Village Board.

E. Final QA/QC Review - Prior to the final submittal a second QC/QA review of the plans and special provisions will be performed, as outlined in the Quality Control / Quality Assurance Plan.

6. Project Administration, Coordination and Permits

A. Project Administration - This item includes project setup, monthly invoicing, and preparation of status reports. In addition, this item includes coordinating meetings with the Village as well as internal project team coordination.

B. Project Submittals - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible. We will provide to the Village all reports, plans, studies and other information as requested in digital format.

C. Railroad Coordination – This item includes coordination with Metra, including an anticipated license agreement, associated design coordination, and contractor requirements for inclusion in the project specifications. We anticipate that the Preliminary plans will be sent to Metra to start the coordination process as soon as possible. Based on coordination with Norfolk Southern (owner of the ROW) during Phase I, coordination shall only be needed through Metra as the exclusive lease operator.

D. Utility Company Coordination - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings, can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement.

Should any utility relocation work be necessary, we will work with the utility companies as they develop relocation plans, provide them with electronic files when requested and review those plans when they are submitted. We anticipate meeting holding three utility coordination meetings during the preparation of their relocation plans.

E. IDOT BLRS Coordination and Joint Agreement Preparation - We have included a nominal amount of time to work with the Village and IDOT in the preparation of project update forms, the Project Program Information Form, and the joint agreements for construction. This item will also include coordination with the planning liaison at the Southwest Conference of Mayors to ensure that they are up to date on the project status from schedule and funding standpoints.

F. PESA Response – The PESA report for Wolf Road was prepared by IDOT. We will prepare and submit the PESA Response Form and the required calculations and exhibits in order to initiate the PSI that will be performed by IDOT.



G. MWRD Watershed Management Permit and Coordination – We anticipate the need for a permit from MWRD based on the requirements of the Watershed Management Ordinance. We will confirm this early in the project by requesting a permit determination letter. Detention and volume control are not anticipated based on the area of new impervious surface. The permit will also include a review of the project's erosion control and confirmation that USACE and IDNR permit requirements have been met. We will also prepare the required Permit Schedules and attachments, included the General Form, Schedule P for erosion control and Schedule W Forms and Wetland Buffer Technical Memorandum.

H. USACE Jurisdictional Determination – In order to confirm jurisdictions of existing wetlands within the project limits as well as associated permit requirements a Jurisdictional Determination (JD) will be submitted to USACE.

I. USACE 404 Regional Permit – The extension of the existing box culvert that carries Marley Creek across 167th will require instream work and therefore a USACE 404 permit. Based on the February 1, 2020 Wetland Delineation and Assessment Report, the scope of the project and wetland impacts, we anticipate a Jurisdictional Determination and 404 Regional Permit from USACE. The permit will include the required permit form, narrative, exhibits, environmental clearances obtained in Phase 1, Phase 1 wetland report, and dispositions to the required regional permits.

J. IDOT Wetland Impact Evaluation Resubmittal - The Wetland Impact Evaluation submitted during Phase I will be updated and resubmitted to IDOT as necessary once Phase II design is complete. This item also includes coordination between the Village and a wetland bank for procuring the wetland credits.

K. Will South Cook Soil and Water Conservation District – The USACE will require an erosion control review by the Will South Cook Soil and Water Conservation District as a condition of the 404 permit.

L. IDNR Floodway Permit – An IDNR Floodway Permit for the Marley Creek box culvert extension will be required. The existing and proposed hydraulic modeling completed in Phase 1 will be included in permit submittal along with the required exhibits, and floodway compensatory storage calculations. It is anticipated that IDOT will issue the floodway permit and therefore IDNR permit fee direct costs have not been included.

M. NPDES Permitting and Documentation - The NPDES permit, along with a Stormwater Pollution Prevention Plan, will be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, Village, and MWRD requirements.

N. Cook County Department of Transportation and Highways Permit – 167th Street, 108th Avenue, and 104th Avenue are under the jurisdiction of the Cook County Department of Transportation and Highways. We will prepare the required permit application for submittal to the County and will prepare dispositions to all comments received in order to obtain the required project approval. This item also includes additional coordination regarding the culvert under 167th Street that is currently set for replacement or rehabilitation as part of a future Village project.

O. Intergovernmental Agreement Assistance –The Intergovernmental Agreements will be prepared by the Village, IDOT, or CCDOTH. Civiltech will assist with the preparation of the IGA's by providing breakdowns of funding responsibilities and accounting for future maintenance responsibilities. It is anticipated that future maintenance agreements will be needed for the culvert extension as well as the compensatory storage area.

P. Coordination with Appraisers and Negotiators - This item includes work involved with coordination between the Phase II design team and the appraisers and negotiators. This work typically includes providing the appraisers



and negotiators with exhibits for use during meetings with the property owners, and providing information regarding the design and potential modifications to the same.

Q. Coordination with Residents – We have included time for one Open House style meeting prior to construction to inform residents of what to expect and answer their questions. This meeting could be held prior to the final plan submittal in the event that a minor revision to the plans is warranted. This meeting may be in person or virtual.

R. Pre-Construction Meeting Attendance - We will attend the pre-construction meeting at IDOT to answer any questions regarding the design and contract documents.

S. Bidding and Construction Assistance – We will review shop drawings and assist the resident engineer with any unforeseen circumstances found once construction has begun.

T. Funding Applications – We will lead the Village effort in applying for Federal and State funding for Construction and Construction Engineering. IDOT has not published the awards for ITEP Cycle 14. If the application that the Village submitted is unsuccessful, Civiltech will revise and submit an ITEP Application for the next cycle, which is anticipated in the fall of 2021. STP, CMAQ, and TAP – L are other federal sources of funding that would fit this project. Civiltech will prepare and submit, if necessary, a STP Application in the 2022 Call for Projects, and if necessary, a CMAQ and TAP-L Application in the 2023 Call for Projects. This scope includes up to two funding applications for the project.

U. Phase III Construction Observation Scope of Work – We will develop the scope of work for the Village to use during the Phase III RFQ selection process.

The following items are specifically excluded from this proposal:

- Wetland Mitigation Banking Fees
- Permitting fees
- Title Expenses
- Recording Fees

Local Public Agency	County	Section Number
Village of Orland Park	Cook	19-00084-00-BT

**EXHIBIT B
PROJECT SCHEDULE**

10/01/21 Notice to Proceed after receiving Section 1440 approval
 12/20/21 Preliminary Plan Submittal
 02/11/22 Plats Completed and Approved
 05/25/22 Appraisals Completed and Approved
 06/01/22 Negotiations Begin
 09/30/22 Prefinal Plan Submittal
 11/28/22 Final Plan Submittal
 01/25/23 ROW Certification
 03/10/23 Letting

Local Public Agency	County	Section Number
Village of Orland Park	Cook	19-00084-00-BT

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☒ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	520	\$0.57	\$299.00
☐ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☐ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☒ Appraisals	Actual Cost	5	\$2,800.00	\$14,000.00
☒ Plan sheet printing	Actual Cost	2222	\$0.60	\$1,333.20
☐ Spec Book Printing	Actual Cost			
☐				
☐				
Total Direct Costs				\$15,632.20

Local Public Agency	County	Section Number
Village of Orland Park	Cook	19-00084-00-BT

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal **03/30/21**

Method(s) used for advertisement and dates of advertisement

Village Website advertised from 3/2/2021 to 3/30/2021

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
- Firms past work experience with Municipalities	10%
- Firms responses to identified project challenges	10%
- Overall Completeness of Submittal and Project Understanding	10%
- Technical Qualifications and Approach	10%
- Reasonable and achievable design schedule	10%
- Similar Multi-Use Path Design Engineering Experience	20%
- Experience of Project Manager and Team	30%

Add

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
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Selection committee (titles) for this project

Dir. of Eng. Programs and Services, Village Engineer and Senior Project Engineer

Top three consultants ranked for this project in order

- | | |
|---|-----------------------|
| 1 | Civiltech Engineering |
| 2 | V3 Companies |
| 3 | Strand Associates |

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒

Local Public Agency		County	Section Number	
Village of Orland Park		Cook	19-00084-00-BT	
14	QBS according to State requirements used?	☐	☒	
15	Existing relationship used in lieu of QBS process?	☒	☐	
16	LPA is a home rule community (Exempt from QBS).	☐	☒	

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.

Section Provisions

Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional locations
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Firm Name	Insert the name of the consultant firm.
Address	Insert the address of the firm listed to the left.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.
Agreement Summary	
Prime	Insert the name of the Prime Consultant
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant	As applicable, for each sub consultant listed, insert the name of the subconsultant
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Name of Local Public Agency	Insert the name of the LPA.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Name of Local Public Agency	Insert the name of the Local Public Agency.
Local Public Agency Type	Insert the type of LPA.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name	Insert the name of the engineering firm the agreement is with.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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Exhibit A	Insert the scope of services covered by this agreement for this project.
Exhibit B	Insert the project schedule that applies to this agreement.
Exhibit C	Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.
Exhibit D	Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.
Exhibit E	Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
Village of Orland Park	Cook	19-00084-00-BT
Consultant (Firm) Name	Prepared By	Date
Civiltech Engineering, Inc.	Kristin R. Kalitowski, P.E.	5/14/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	0	MONTHS	OVERHEAD RATE	124.88%
START DATE	7/1/2021		COMPLEXITY FACTOR	
RAISE DATE	4/1/2022		% OF RAISE	2.00%
END DATE	6/30/2021			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2021	6/30/2021	0	

The total escalation = 0.00%

Exhibit A-3 Work Hour Estimate

Location: 167th Street (FAU 1610)
Section No.: 19-00084-00-BT
Project No.:
Job No.:
Type of Funding: STU
Existing Structure No.: 016-1266

Phase II Engineering Manhour Calculations
Professional Engineering Services Proposal

167th Street Multi-use Path
Village of Orland Park, Cook County

		Personnel & Hours													Total Hours	% of Hours
Task No.	Task	Senior Project Manager	Project Manager	Engineer IV	Engineer III	Water Resources Manager	Engineer IV (Water Resources)	Environmental Scientist III	Chief Structural Engineer	Structural Engineer IV	Structural Engineer III	Project Manager (Traffic Signals)	Engineer V (Traffic Signals)	Resident Engineer IV		
1	Data Collection and Early Coordination															
	A. Initial Meeting with Village		2	2											4	12.1%
	B. Obtain/Update and Review Record Dat		2	2					2	2		2	2		12	36.4%
	C. Preliminary Utility Company Coordinatio			3											3	9.1%
	D. Verify ESR Limits and Update Environmental Sign-Off		1	2											3	9.1%
	E. Special Waste Investigations (PESA, PSI) / CCDD Testing		1	2											3	9.1%
	F. Supplemental Survey (Coordination with R-1			2											2	6.1%
	G. Geotechnical Investigator		2												2	6.1%
	H. IDOT Project Kick-off Meeting		2	2											4	12.1%
	Sub-total Item 1	0	12	13	0	0	0	0	2	2	0	2	2	0	33	100.0%
2	Preliminary (65%) Engineering															
	A. Plan Base Sheet Preparation		2	4	24										30	8.6%
	B. Field Review of Survey			8	8				4	4					24	6.9%
	C. Review and Confirm Project Right-of-Way Requirement	1	2	8	16										27	7.8%
	D. Preliminary Plans (65%)	No. Sheets													0	0.0%
	Cover Sheet	1			1										1	0.3%
	General Notes and List of State and Local Standard	2	1	1	1										3	0.9%
	Existing and Proposed Typical Sections	2	1	2	4										7	2.0%
	Removal, Plan, and Profile Plans (1"=20'	13	1	4	22	36									63	18.2%
	Drainage and Utilities (1"=20'	13	1	1		4	3	30							39	11.2%
	Compensatory Storage Grading Plan (1" = 50'	1		2		1	4								7	2.0%
	Pavement Marking and Signing (1"=50'	3		1	2										4	1.2%
	General Plan and Elevation and Longitudinal Section – Culver	1							8	16	12				36	10.4%
	General Plan and Elevation and Typical Section – Retaining Wa	1							6	16	16				38	11.0%
	Traffic Signal Layout	2										8	14		22	6.3%
	Cross Sections (1"=10' H : 1"=5' V)	15	2	4	12	24									42	12.1%
	E. Preliminary Design Review Meeting		2	2											4	1.2%
	Sub-total Item 2	5	18	62	120	4	34	0	18	36	28	8	14	0	347	100.0%
4	Pre-Final (90%) Plans, Special Provisions and Estimates															
	A. Pre-Final Plans	No. Sheets														
	Cover Sheet	1		1											1	0.2%
	General Notes and List of State and Local Standard	2		1											2	0.3%
	Summary of Quantities	4		1	2	4									7	1.2%
	Schedule of Quantities	4		1	4	16									21	3.5%
	Existing and Proposed Typical Sections	2		1	2	3									6	1.0%
	Alignment, Ties and Benchmarks	1		1	2	4									7	1.2%
	Removal, Plan, and Profile Plans (1"=20'	13	1	4	24	42									71	12.0%
	Drainage and Utilities (1"=20'	13	1	1	4	8	2	21							37	6.2%
	Compensatory Storage Grading Plan (1" = 50'	1		1	2		1	6							10	1.7%
	Maintenance of Traffic General Notes and Staging Note	3		2	8	8									18	3.0%
	Curb Ramp Details (1"=5'	10		2	8	24									34	5.7%
	Pavement Marking and Signing (1"=50'	3		1	1										3	0.5%
	Erosion Control and Landscaping Plans (1"=50'	3		2	4	8									14	2.4%
	General Plan and Elevation and Longitudinal Section – Culver	1							2	8	6				16	2.7%
	Culvert and Wingwall Details	2							8	24	10				42	7.1%
	Soil Boring Logs – Culver	1							1	1	1				3	0.5%
	General Plan and Elevation and Typical Section – Retaining Wa	1							4	8	4				16	2.7%
	Wall Panel Elevations	2							8	24	16				48	8.1%
	Wall Sections and Details	2							8	16	14				38	6.4%
	Railing Details	1							6	16	8				30	5.1%
	Soil Boring Logs – Retaining Wall	2							1	1	2				4	0.7%
	Traffic Signal Modification Plan - US Rte 6 (Wolf Road) at 167th Stre	1										4	8		12	2.0%
	Cable Plan, Sequences and Schedule of Quantities - US Rte 6 (Wolf Road) at 167th Stre	1										2	6		8	1.3%
	Traffic Signal Modification Plan - 167th Street at 108th Avenue	1										4	8		12	2.0%
	Cable Plan, Sequences and Schedule of Quantities - 167th Street at 108th Avenue	1										2	6		8	1.3%
	IDOT District 1 Standard Traffic Signal Design Detail	7													0	0.0%
	Construction Details	15													8	1.3%
	Cross Sections	14	1	2	8	16									27	4.5%
	B. Pre-Final Special Provision		1	3	8				4			2			18	3.0%
	C. Pre-Final Quantity Calculations			3	8	8			1	3	2	1	3		29	4.9%
	D. Pre-Final Estimate of Cost and Construction Tim			2	2				1	1		1	1		8	1.3%
	E. Pre-Final QC/QA Review		4	16								4		8	32	5.4%
	F. Pre-Final Project Review Meeting			2	2										4	0.7%
	Sub-total Item 4	8	46	95	146	3	27	0	44	102	63	20	32	8	594	100.0%

Exhibit A-3 Work Hour Estimate

Location: 167th Street (FAU 1610)
Section No.: 19-00084-00-BT
Project No.:
Job No.:
Type of Funding: STU
Existing Structure No.: 016-1266

Phase II Engineering Manhour Calculations
Professional Engineering Services Proposal

167th Street Multi-use Path
Village of Orland Park, Cook County

		Personnel & Hours													Total Hours	% of Hours
Task No.	Task	Senior Project Manager	Project Manager	Engineer IV	Engineer III	Water Resources Manager	Engineer IV (Water Resources)	Environmental Scientist III	Chief Structural Engineer	Structural Engineer IV	Structural Engineer III	Project Manager (Traffic Signals)	Engineer V (Traffic Signals)	Resident Engineer IV		
5	Final (100%) Plans, Special Provisions and Estimates															
A	Final Plans	2	8	20	20				5	13	8	6	16		98	65.3%
B	Final Special Provisions	1	2	3					1	2		2			11	7.3%
C	Final Quantity Calculations		2	4	4				1	1		1	1		14	9.3%
D	Final Estimate of Cost and Construction Tim		2	2					1			1	1		7	4.7%
E	Final QC/QA Review		4	8								4		4	20	13.3%
	Sub-total Item 5	7	22	29	24	0	0	0	8	16	8	14	18	4	150	100.0%
6	Project Administration, Coordination and Permits															
A	Project Administrator	8	15												23	5.4%
B	Project Submittals		5	5	5										15	3.5%
C	Railroad Coordinator		12												12	2.8%
D	Utility Company Coordination		2	12	8										22	5.1%
E	IDOT BLRS Coordination and Joint Agreement Preparatio	1	4												5	1.2%
F	IDOT PESA Response		1	2	2										5	1.2%
G	MWRD Watershed Management Ordinance Permit and Coordinatio		2			4	22	6							34	7.9%
H	USACE Jurisdictional Determinator		1			2	2	19							24	5.8%
I	USACE 404 Regional Permit		4		8	4	8	22							46	10.7%
J	IDOT Wetland Impact Evaluation Resubmittal				1			6							7	1.6%
K	Will South Cook Soil and Water Conservation Distric		1			2	16								19	4.4%
L	IDNR Floodway Permit (issued by IDOT)		1		4	4	30								39	9.1%
M	NPDES Permitting and Documentation		1		4										5	1.2%
N	Cook County Department of Transportation and Highways Perr		8	4	4										16	3.7%
O	Intergovernmental Agreement Assistanc		8	8											16	3.7%
P	Coordination with Appraisers and Negotiator	2	6	4	4										16	3.7%
Q	Coordination with Residents		6	6	12										24	5.8%
R	Pre-Construction Meeting Attendance		2												2	0.5%
S	Bidding and Construction Assistance		4	4	4				8	18					38	8.9%
T	Funding Applicator		8	24	24										56	13.1%
U	Phase III Construction Observation Scope of Work	2	2												4	0.9%
	Sub-total Item 6	13	93	69	80	16	78	53	8	18	0	0	0	0	428	100.0%
	Total Hours:	33	191	268	370	23	139	53	80	174	99	44	66	12	1552	
	% of Hours:	2.1%	12.3%	17.3%	23.8%	1.5%	9.0%	3.4%	5.2%	11.2%	6.4%	2.8%	4.3%	0.8%	100.0%	



www.mset.com

MIDLAND STANDARD ENGINEERING & TESTING, INC.

410 Nolen Drive South Elgin, Illinois
(847) 844-1895 f(847) 844-3875

May 11, 2021

Mr. Kristin R. Kalitowski, PE
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, Illinois 60143
kkalitowski@civiltechinc.com

Re: Proposal for Subsurface Exploration and Report
167th Street – Retaining Wall & Culvert Extension
Orland Park, Illinois

Dear Ms. Kalitowski:

We are pleased to have the opportunity to submit the following proposal to obtain samples and provide a geotechnical analysis for the proposed improvements.

Project Description and Scope of Work

The proposed project consists of the design and construction of a multi-Use Path along the south side of 167th Street. Part of the improvements will include the design of a 245-foot long retaining wall and the extension of a box culvert.

Method of Performance - Field Work

The subsurface soil exploration for the proposed structure improvements will be accomplished by performing five (5) soil borings to a depth of twenty-five (25) for the retaining wall and to a depth of thirty (30) for the culvert extension. The borings will be extended to the depth required if poor support soil is encountered.

The soil borings will involve drilling test holes that incorporate standard penetration tests and split-spoon sampling at 2-1/2 to 5-foot intervals, in accordance with the current IDOT Geotechnical Manual.

Method of Performance - Analysis and Report

We propose to mobilize a drill rig to the site after notice to proceed, layout, and utility clearance. MSET will provide traffic control during the work. We will provide a Field Engineer at the site to layout the borings, and during the drilling to observe the exploration, perform field tests and measurements, prepare field reports, and maintain contact with our office. In this way, the program can be adjusted as it progresses and more is known about the site. Results of our fieldwork and a preliminary analysis will be available as the work is completed. A formal report would be provided, shortly thereafter.

Our testing program will include laboratory tests to determine the classification, strength, water content, and other physical properties of the soils. The results of our field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations. The report will include foundation recommendations, soil properties for wall design and culvert, and soil related construction procedures. The results of our work will be presented in a written report, prepared by a Registered Professional Engineer.

Fees

We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachment 1. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of **\$ 6,000.00**. We will not exceed this amount without your permission.

General

Our staff is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous soil explorations in this area. We are looking forward to working with you on this project.

Respectfully Submitted,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



William J. Wyzgala, P.E.
Principal Engineer

WJW

Enclosure: Attachment 1 - Schedule of Services & Fees

**ATTACHMENT 1
SCHEDULE OF SERVICES AND FEES**

167th Street Retaining Wall & Culvert Extension
Orland Park, Illinois

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extention</u>
<u>Field Services</u>			
Mobilization of Drill Rig, Drilling equipment, Personnel, lump sum	1	\$400.00	\$400.00
Soil boring with split spoon soil sampling, /l.f.	105	\$21.00	\$2,205.00
Taffic Control, per day	1	\$660.00	\$660.00
		Field Services Total:	\$3,265.00
<u>Laboratory Services</u>			
Moisture Content Determinations, each	45	\$6.00	\$270.00
Unconfined Compressive Strength, Rimac, each	Included w/Field Engineer	\$7.50	
		Laboratory Services Total:	\$270.00
<u>Engineering Services for Structure Geotechnical Report Including:</u>			
Layout Coordination, Utility Clearance and Permits			
Field Supervision During Drilling			
Preparation of Soil Boring Logs			
Foundation Analysis and Recommendations			
Earth Pressures and Wall Backfill,			
Excavation & Construction Recommendations			
Report Preparation and Consultation			
Principal Engineer, per hr	0.5	\$160.00	\$80.00
Geotechnical Engineer, per hr.	4	\$150.00	\$600.00
Staff Engineer, per hr.	3	\$110.00	\$330.00
Field Engineer, per hr.	10.5	\$110.00	\$1,155.00
Engineering Technician, per hour	3	\$100.00	\$300.00
		Estimated Engineering Cost:	\$2,465.00
		PROJECT BUDGET TOTAL:	\$6,000.00

June 21, 2021

Kristin R. Kalitowski, P.E.
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, Illinois 60143

**RE: Proposal – Preliminary Site Investigation
167th Street Multi-Use Trail
Steeplechase Parkway to 104th Avenue
Orland Park, Cook County, Illinois 60467
TNC Proposal #P121-349**

Dear Ms. Kalitowski,

True North Consultants, Inc. (True North) is pleased to provide this proposal to prepare a Preliminary Environmental Site Assessment (PESA) and perform a Preliminary Site Investigation (PSI) for the proposed 167th Street Multi-Use Trail improvements from Steeplechase Parkway to 104th Avenue in Orland Park, Cook County, Illinois (the Site). The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

BACKGROUND

True North reviewed a January 2020 Preliminary Environmental Site Assessment (PESA) for the Site that was prepared by V3 Companies in order to identify *recognized environmental conditions* (RECs) associated with the project. Two properties were identified to contain RECs including:

- Site ID#12/Railroad - Southeast of Stuart Avenue and 167th Street Orland Park, IL: Based on railroad ties commonly treated with creosote; and the potential presence of metals, PNAs, herbicides, and spilled or leaked chemicals in surrounding soils from railcar transit.
- Site ID #25/Panduit Corporation - 10500 W. 167th Street Orland Park, IL (Northwest of 167th Street and 104th Avenue): Based on the use of ignitable, corrosive, and reactive hazardous waste; solvents; and spent cyanide with compliance violations, the long-term use of the property for electroplating operations.

Based on the findings of the PESA, on May 7, 2021, Civiltech Engineering, Inc. (Client) requested that True North provide a proposal to complete a PSI evaluation for the above referenced project. The adjoining properties are primarily residential and commercial property uses for the length of the specified project area.

SCOPE OF SERVICES

Task 1: Preliminary Environmental Site Assessment

True North will perform this PESA in conformance with the requirements outlined by *Illinois Department of Transportation (IDOT) in Bureau of Design and Environment (BDE) 95-12, BDE 96-8, the Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects, and Section 20-12.03(b) - Preliminary Environmental Site Assessment of the IDOT Bureau of Local Roads Manual* (Second Edition OFS 2012-1). The IDOT protocols are generally consistent



with *The American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-13)*.

1. Historical Records Review: Available historical records associated with the Site and surrounding properties will be reviewed. These records include city directories, Sanborn Fire Insurance Maps, and aerial photographs. Commonly known or reasonably ascertainable information will also be pursued to the extent necessary to document information about the Site.
2. Environmental Regulatory Records Review: A computer search of Federal, State, Tribal, and local government agency records will be performed to determine if the Site or adjacent properties are included within the selected regulatory databases. Based on the results of this query, the Site and its surrounding properties shall be evaluated for recognized environmental concerns. Queries shall be performed, but not be limited to, the following regulatory databases:
 - National Priority List (NPL) of Hazardous Waste Sites;
 - Hazardous Waste Treatment, Storage, Disposal Facilities (TSDF);
 - Underground Storage Tank or Leaking Underground Storage Tank Locations (UST/LUST);
 - Sanitary Landfill and Solid Waste Sites (SL/SWS);
 - State Hazardous Waste Sites (SHWS);
 - CERCLIS sites; and
 - Small and Large Quantity Hazardous Waste Generators (RCRIS-SQG/LGG).
3. Site Reconnaissance: True North shall provide an Environmental Professional, as defined in 40 CFR 312, to perform a Site visit to make observations of on-site conditions and immediately adjacent properties from the project area right-of-way.
4. Report Preparation: A summary report shall be prepared to summarize the activities and results of the assessment. The report shall include pertinent documentation to support the screening results of this assessment. The report shall also include a conclusions section that shall summarize the evaluated conditions based on the information collected. An electronic copy (PDF) of the report will be provided to the Client.

Please note that the scope of services for the PESA does not include a review of or survey for asbestos, radon, lead-based paint, lead in drinking water, industrial hygiene, health & safety, ecological field studies, indoor air quality, biological pollutants, or high voltage power lines. In addition, surveys for potential jurisdictional wetlands, oil/gas well records, mineral rights records, cultural resources, historical preservation, or mining areas are also considered beyond the scope of this assessment. No wetland delineation or sampling of soil, water, air, or building materials for laboratory analyses shall be performed during the assessment.

Task 2: Preliminary Site Investigation

True North has prepared a preliminary scope of work for the Preliminary Site Investigation based upon the results of the PESA evaluation referenced earlier in this proposal. All Site soil characterization activities will be performed by True North personnel in general conformance with standards and protocols set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, "Tiered Approach to Corrective Action Objectives (TACO)", United States Environmental Protection Agency (USEPA) SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", ASTM E1903-97 standard, "Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process", Occupational Health



& Safety Administration (OSHA) 1910 and 1926 Standards, 35 IAC 1100, "Clean Construction or Demolition Debris Fill Operations (CCDD)," IDOT's Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures, IDOT's Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, and IDOT's BDE manual.

True North proposes to collect soil samples by hand sampling methods within accessible locations of the project. True North will perform public utility locates prior to sampling activities. True North will advance up to thirteen (13) soil borings within the proposed project area to a depth of approximately 4 feet below grade based on True North's understanding of the project. If available, True North can coordinate site investigation activities with the Client's drilling contractor to advance soil borings at predetermined locations. The Client's drilling contractor would then be responsible for all utility locates prior to drilling activities. The soil borings will be completed at representative locations and depths within the proposed project area based on the PESA findings and proposed improvements.

Soil will be continuously screened from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse.

The final boring locations will be chosen based upon the PESA findings, the construction project scope of work, additional information received from the utility locations and any other additional information received prior to commencement of field activities. The PESA will be utilized for the Potentially Impacted Property (PIP) evaluation per CCDD regulatory requirements.

True North will collect one soil sample from each soil boring for laboratory analyses to determine if the soils are impacted above the Maximum Allowable Concentration (MAC) values as referenced in the CCDD regulations. Since a permitted CCDD facility for potential management of uncontaminated soils has not been selected, True North has prepared the PSI sampling plan that will meet typical CCDD requirements of facilities in the region:

Based on the requirements of the above facilities, samples will be collected for a combination of Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Polychlorinated Biphenyls (PCBs), Pesticides, RCRA Metals, and pH. The following table summarizes the PSI and CCDD characterization analytical parameters and the maximum number of samples included in the project costs:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Number of Samples
Volatile Organic Compounds (VOCs)	5035/8260	Soil	4
Semi-Volatile Organic Compounds (SVOCs)	8270	Soil	4
Polychlorinated Biphenyls (PCBs)	8082	Soil	2



Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Number of Samples
Pesticides	8081	Soil	2
Resource Conservation Recovery Act (RCRA) Metals	6010B/7470/7470	Soil	4
Toxicity Characteristic Leachate Procedure (TCLP) RCRA Metals (if necessary)	1311/6010	Soil	4
pH	9045C	Soil	13

True North shall compile all field screening data and laboratory results in a Preliminary Site Investigation report format to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, and any pertinent historical and regulatory information used to formulate and support the investigation findings. Additionally, True North will prepare and execute an Illinois Environmental Protection Agency LPC #663 Form for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. As part of the PSI, True North will perform supplemental PESA updating to be included in the PSI report for the project. The PSI report and CCDD certification shall depict areas that cannot be certified based on the analytical data and/or field screening observations gathered during assessment activities.

PROJECT COSTS

True North proposes to conduct the above scope of services in accordance with the following costs:

Service	Quantity	Units	Rate	Total
<i>Task 1: Preliminary Environmental Site Assessment</i>				
Soil Characterization Sampling	1	LS	\$3,000	\$3,000
<i>Task 2: Preliminary Site Investigation</i>				
Soil Characterization Sampling	1	LS	\$4,600	\$4,600
PSI Report & LPC-663	1	Report	\$2,300	\$2,300
Total Cost of Services				\$9,900

Notes:

Cost to subcontract non-union, prevailing wage driller to perform soil borings - \$2,150

Cost to perform standard RCRA waste characterization analysis - \$1,200

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.



SCHEDULE

True North can commence the PESA and PSI process upon written authorization to proceed and can provide the PESA and PSI reports within five weeks of acceptance of this proposal. The soil sampling activities can be scheduled within approximately two weeks of authorization to proceed dependent upon drilling contractor availability. True North has assumed one day of field work to complete sampling activities. Initial laboratory results will be available within seven business days of sampling activities unless an expedited timeframe, charged at an additional cost, is authorized by the Client. Additional laboratory analyses (i.e., TCLP analysis) may be requested dependent upon initial results for total concentrations. For scheduling purposes, the turn-around timeframe begins the day after on-site activities have been completed. True North will provide the PSI report along with the LPC-663 certification, if applicable, within three weeks of receiving all laboratory analytical data.

LIMITATIONS & QUALIFICATIONS

- It is assumed for purposes of this estimate that access to the Site is available during normal working hours and that records relating to the properties are reasonably ascertainable. In addition, there are no encumbrances on the property that may limit observations or accessibility.
- True North has not included the cost of obtaining a Village permit for the project. True North assumed that all drilling activities will not require ROW permits from the Village, County or IDOT. In addition, True North has not included permit fees, traffic control, private utility locate costs, or other fees that may pertain to the performance of work within this cost estimate. True North shall contact the Client to inform them and request payment of any fees that have been incurred outside the scope of this estimate.
- True North will not perform any soil borings within IDOT ROW of Wolf Road or railroad ROW.
- True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal. The Client or others shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.
- The scope of work does not include waste characterization analyses and/or waste profiling beyond the identified testing and reporting. The analytical does not include a determination for characteristic hazardous wastes which may be required for obtaining landfill acceptance for disposal at a non-CCDD facility (i.e., Subtitle D non-hazardous waste landfill).
- The Client will provide True North with existing utility plans and assist True North with ensuring all utility locations are complete prior to Site mobilization.
- This proposal does not include any additional work, inclusive of delineation sampling to define any areas exhibiting constituents above the MACs.
- This proposal is based on field work performed in Level D personal protection (i.e., steel-toed boots, hard hats, safety glasses, and gloves). True North will postpone field work and notify client immediately if field conditions warrant an increase in personal protection.



- The results reported and any opinions reached by True North are for the benefit of the Client and unless agreed to by True North in writing, are not to be disclosed to or relied upon by any other party. The results and opinions set forth by True North shall be valid from the date of the final report for a timeframe limited to that specified in the standard.

TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement, and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for environmental assessment consulting services. If you have any questions, please contact me at 630.717.2880.

Regards,

TRUE NORTH CONSULTANTS

Brian S. Mihelich
Executive Vice President

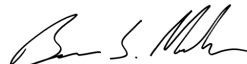
Attachment: General Terms & Conditions



Professional Services Agreement

Proposal for Environmental Consulting Services
167th Street Multi-Use Trail -
Preliminary Site Investigation
Proposal No. P121-349

The Client accepts the attached proposal in the amount of **nine thousand nine hundred (\$9,900.00)** dollars and hereby authorizes True North to proceed with proposed services in accordance with the noted scope of work, project costs, schedule, limitations and qualifications, and the attached Terms and Conditions.

Client Authorization	True North Consultants
Signature:	Signature: 
Name:	Name: Brian S. Mihelich
Title:	Title: Executive Vice President
Date:	Date: June 21, 2021

GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
 - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
 - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
 - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,



interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.
- 6.2 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.
- 6.3 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and



fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

- 8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.
- 9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.
- 9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

10.0 NOTIFICATION OF HAZARDS

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTION; CHOICE OF FORUM

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by



True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts.

16.0 MISCELLANEOUS

- 16.1 **Governing Law:** These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 16.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 16.3 **Entire Agreement:** The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 16.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 16.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 16.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: June 27, 2019



Ruettiger, Tonelli & Associates, Inc.

Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants

June 22, 2021

Civiltech Engineering Inc.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143

Attn: Kristin R. Kalitowski

Re: Professional Land Surveying Services
167th Street, Multi-Use Path

Dear Ms. Kalitowski,

Ruettiger, Tonelli & Associates, Inc. (RT&A) will provide land surveying services to prepare land acquisition documents for parcels along 167th Street. These parcels are identified on the 167th Street Plan and Profile, Sheets 1-4 provided by your office. This includes field and office resources to prepare statutory Plat of Highways, and legal descriptions of the proposed temporary easements. All work will be performed per IDOT standards.

RT&A will perform a supplemental topographic survey in four (4) areas as depicted on the provided Plan and Profile sheets.

Client shall provide:

- Proposed right of way requirements (DGN format)
- Proposed alignment (DGN format)
- Benchmark / control for subject area
- Permission for RT&A to enter the property

Based on the supplied PDF requirements provided by your office, RT&A will prepare a +/- 5 page set of Plat of Highways for 167th Street consisting of 5 parcels on the south side of 167th Street. These 5 parcels will each have a temporary easement, 5 legal descriptions to be written and will include approximately 4 building locations. All areas of the total holding parcels and proposed temporary easements will be listed.

Deliverables:

- +/- 5 page set of preliminary Plat of Highways (PDF format) for IDOT's review
- +/- 5 page set of final Plat of Highways (PDF and mylar format)
- 5 total proposed legal descriptions (PDF format)
- Upon request, all documents associated with the project, including but not limited to, recorded documents, survey field notes, raw survey data and private records.
- CAD (Microstation SS4) base file of the topographic survey

RT&A will provide one set of revisions based on IDOT review.

The time frame to complete this project will be approximately four (4) weeks from written authorization to proceed and/or receipt of title commitments.

The estimated costs are summarized in the attached cost estimate of consultant services.

Thank you for the opportunity to be part of your team. We look forward to working with you. Please let me know if you should have any questions.

Sincerely,



Kenneth J. Pesavento, PLS

N:\Clerical\Proposals\Proposals 2021\CiviltechEngInc_CP_KJP_167thStreetMulti-UsePath_WOTC_06-22-21.doc

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	Ruettiger, Tonelli & Assoc.
PRIME/SUPPLEMENT	Prime
Prepared By	Kenneth J. Pesavento

DATE	06/22/21
PTB-ITEM#	193-167th Street

CONTRACT TERM	5	MONTHS
START DATE	7/1/2021	
RAISE DATE	1/1/2022	
END DATE	11/30/2021	

OVERHEAD RATE	142.60%
COMPLEXITY FACTOR	0
% OF RAISE	2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	7/1/2021	11/30/2021	5	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME Ruettiger, Tonelli & Assoc DATE 06/22/21
PRIME/SUPPLEMENT Prime
PTB-ITEM # 193-167th Street

ESCALATION FACTOR 0.00%

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Surveyor	\$62.36	\$62.36
PLS	\$57.24	\$57.24
Party Chief	\$36.77	\$36.77
Instrument Operator	\$25.00	\$25.00
Survey Tech	\$31.83	\$31.83
Clerical	\$19.88	\$19.88
Principal	\$70.00	\$70.00

Bureau of Design and Environment
Prepared By: Consultant
DATE **06/22/21**

Ruettiger, Tonelli & Assoc.

193-167th Street

Prime

OVERHEAD RATE **142.60%**

COMPLEXITY FACTOR	0
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12,607

BDE 3608 Template (Rev. 10/19/17)

AVERAGE HOURLY PROJECT RATES

FIRM Ruettiger, Tonelli & Assoc.
PTB-ITEM# 193-167th Street
PRIME/SUPPLEMENT Prime

DATE 06/22/21

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Research			ROW/ PLSS Survey			Appraisers Topography			Analysis / Computations			Drafting		
		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 Surveyor	62.36	26.0	18.44%	11.50										15	100.00%	62.36			
PLS	57.24	0.0																	
Party Chief	36.77	32.0	22.70%	8.34				16	50.00%	18.39	8	50.00%	18.39						
Instrument Operator	25.00	32.0	22.70%	5.67				16	50.00%	12.50	8	50.00%	12.50						
Survey Tech	31.83	49.0	34.75%	11.06	3	100.00%	31.83										40	100.00%	31.83
Clerical	19.88	2.0	1.42%	0.28															
Principal	70.00	0.0																	
		0.0																	
		0.0																	
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TOTALS		141.0	100%	\$36.86	3.0	100.00%	\$31.83	32.0	100%	\$30.89	16.0	100%	\$30.89	15.0	100%	\$62.36	40.0	100%	\$31.83

AVERAGE HOURLY PROJECT RATES

FIRM Ruettiger, Tonelli & Assoc.
PTB-ITEM# 193-167th Street
PRIME/SUPPLEMENT Prime

DATE 06/22/21

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Legal Descriptions			Monumentation			Review QA/QC			Project Administration			Topographic Survey Field			Computations Topo Survey		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Project Surveyor	62.36	3	60.00%	37.42				3	100.00%	62.36	2	100.00%	62.36				1	100.00%	62.36
PLS	57.24																		
Party Chief	36.77													8	50.00%	18.39			
Instrument Operator	25.00													8	50.00%	12.50			
Survey Tech	31.83																		
Clerical	19.88	2	40.00%	7.95															
Principal	70.00																		
TOTALS		5.0	100%	\$45.37	0.0	0%	\$0.00	3.0	100%	\$62.36	2.0	100%	\$62.36	16.0	100%	\$30.89	1.0	100%	\$62.36

AVERAGE HOURLY PROJECT RATES

FIRM Ruettiger, Tonelli & Assoc.
PTB-ITEM# 193-167th Street
PRIME/SUPPLEMENT Prime

DATE 06/22/21
SHEET 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Drafting Topo Survey			Review QA/QC Topo			Project Administration Topo											
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Project Surveyor	62.36				1	100.00%	62.36	1	100.00%	62.36									
PLS	57.24																		
Party Chief	36.77																		
Instrument Operator	25.00																		
Survey Tech	31.83	6	100.00%	31.83															
Clerical	19.88																		
Principal	70.00																		
TOTALS		6.0	100%	\$31.83	1.0	100%	\$62.36	1.0	100%	\$62.36	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

BDE 436 (Rev. 09/30/13)

PROPOSAL FOR LAND ACQUISITION SERVICES

Village of Orland Park

Civiltech Engineering, Inc.



167th Street Multi-Use Path Steeplechase Parkway to 104th Ave

Santacruz Land Acquisitions

222 Northfield Road · Suite 201
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

1

EXECUTIVE SUMMARY

We understand the importance of keeping on schedule. On-time lettings gives the Village of Orland Park, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with land acquisition policies and procedures and FWA policies that effect the certification and funding of your project.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA.

We have assembled a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA and/or Civiltech Engineering, Inc., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the construction of 167th Street Multi-Use Path Steeplechase Parkway to 104th Avenue (the “Project”) to assure that the goals are met.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

Your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

Santacruz is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act. In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

We apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. Javier Santacruz will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the team have collaborated in the past on projects.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to the clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client’s satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **five (5)** projected parcels of right-of-way, is as follows:

NEGOTIATIONS: **\$14,500.00.**

LPA shall be responsible for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees ("Direct Billable Expenses").

Santacruz will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$15,500.00** as follows (per the pricing schedule in Exhibit 3.a.):

Land Acquisition Services	\$14,500.00
Consultation/Meeting Services	\$1,000.00

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TECHNICAL APPROACH

Santacruz shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed in accordance with the policies and procedures of IDOT, as applicable, the Uniform Act and the Illinois Eminent Domain Act.

Santacruz agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz helping us to help you keep your projects on-time and within budget.**

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start after authorization to proceed from the LPA and IDOT (as may be necessary).

Task 2: Kick-off Meeting

Santacruz will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide **Santacruz** with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide **Santacruz** with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Negotiation and Acquisition

Santacruz shall commence negotiations after approval by the LPA of the appraisals and the amount of just compensation to be offered to the property owner.

Before contacting the property owner, **Santacruz** will prepare and send the introductory letter to the property owner on the LPA's letterhead.

Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.

Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.

Santacruz will not have any authority to determine administrative settlements. **Santacruz** will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, **Santacruz** will prepare the necessary documentation for administrative settlement.

Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, **Santacruz** will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, **Santacruz** will cease negotiations on certain parcels until corrected information or further instruction is provided to **Santacruz**.

Upon successful negotiations with the property owner, **Santacruz** will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. **Santacruz** will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all

other documentation as required by the LPA and IDOT (as necessary).

Condemnation Support

Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation.

In the event, after making every reasonable effort to contact and negotiate with a property owner, **Santacruz** is unable to obtain a settlement for the acquisition of the right-of-way, **Santacruz** shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for **Santacruz** will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. **Santacruz** brings over twenty-five years of right of way acquisition experience. Santacruz has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. We have also worked for numerous township and municipalities. **Santacruz** has years of experience handling some of the most complex land acquisition transactions.

The **Santacruz** staff includes two negotiators and two paralegals with years of experience in acquiring a variety of right-of-way parcels.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 and has grown to be one of the most dependable right-of-way negotiation firms in Illinois. **Santacruz** has been providing comprehensive right-of-way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

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EXHIBITS

Compensation for Services

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest \$2,900.00

Additional negotiations due to change in ownership or plans¹ \$2,000.00 - \$3,000.00

Witness Services (if applicable)

Rate for each ½ day in pretrial conference or in court for Negotiator¹ \$1,000.00

Rate for each ½ day in pretrial conference or in court for Appraiser¹ \$1,000.00

Hourly rate for consultation not otherwise specifically provided for herein \$250.00

Title Services (if applicable)

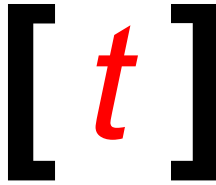
Later date commitment – In addition to actual recording costs
+ Administrative fee \$25.00

Title insurance policies – In addition to actual recording costs
+ Administrative fee \$25.00

Recording of Documents – In addition to actual recording costs
+ Administrative fee \$25.00

Copies of recorded documents – In addition to actual copying costs & research fees
+ Administrative fee \$25.00

¹ May requires supplemental work order.



"T" Engineering Services, Ltd.
real estate appraisers

July 23, 2021

Ms. Kristin R. Kalitowski, P.E.
Project Engineer
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, Illinois 60143

Subject: Route: 167th Street Multi-Use Path
Improvements

Dear Ms. Kalitowski:

We have experience in working for governmental agencies and participation in eminent domain proceedings: appraisal reviews, depositions, court testimony etc.; and have the ability to work closely with attorneys. We have familiarity with the Orland Park area, development patterns, and trends. Also, we have the ability to work concurrently on numerous projects.

We propose to prepare review appraisal reports on the five parcels of the subject project at \$1,000/parcel or \$5,000 total.

The client would be Civiltech Engineering, Inc. The appraisal reviews will be completed within two weeks after receiving the appraisal reports.

Respectfully submitted,

Keith T. Tadrowski
President



Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

July 12, 2021

Mr. Khurshid Hoda, CPP
Director, Engineering Programs and Services
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Re: 167th Street Multi-Use Path
Steeplechase Parkway to 104th Avenue

Dear Mr. Hoda:

Civiltech Engineering is excited to work with the Village of Orland Park as part of the Phase II design of the 167th Street Multi-Use Path from Steeplechase Parkway to 104th Avenue. We have used the Phase I engineering data provided by the Village as part of the RFQ process to assemble our Phase II engineering contract in a manner that best anticipates the required services resulting in a "Not-to-Exceed" fee to complete the work. The Phase II engineering services will require several direct costs to be budgeted by the Village that are not included in the professional engineering services. The following is a summary of those anticipated costs:

Wetland Banking	\$18,500 (based on \$135K/acre)
Will/South Cook SWCD Permitting Fees	\$2,900
Title Commitments	\$3,300
Recording Fees/Billable Expenses	\$3,000

We have reviewed the Village's standard form of agreement for professional services including Section 2. Payment, and have not come across similar language working for over 80 local agency clients in our 30+ year history. Civiltech stands committed to complete this work within the contract "Not-to-Exceed" fee. It should be noted that our scope of services has been developed in accordance with the Phase I report that was completed by others. Civiltech cannot accept responsibility for the Phase I work completed to date. Should a change to the Phase II contract scope of work be necessary because of deviations from the Phase I design and/or report, we cannot cover those costs under our contract. Other items that would potentially require a Phase II contract amendment include new or changed jurisdictional agency policies/requirements, or an extended project schedule beyond that which is anticipated in the contract. Civiltech is committed to help the Village secure construction funding for this project, however not knowing the timeline for construction, the possibility for an extended schedule remains, which creates exposure to work updates, environmental clearance renewals, and additional plan reviews/revisions.

Very truly yours,

Jonathan R. Vana, P.E.
President | Director of Design Services
Civiltech Engineering, Inc.