

Local Agency Orland Park	LOC AL	 Illinois Department of Transportation	Consultant Christopher B. Burke Engineering, Ltd.
County Cook	CON SU L T A N T	Preliminary Engineering Services Agreement For Federal Participation	Address 9575 West Higgins Road, Suite 600
Object No.			City Rosemont
Job No.			State IL
Contact Name/Phone/E-mail Address urt Corrigan, Transportation & Engineering Manager / 708-403-6123 corrigan@orland-park.il.us			Zip Code 60018
			Contact Name/Phone/E-mail Address Mike Kerr, PE / 847-823-0500 mkerr@cbbel.com

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

Project Description

Name	151 st St. Reconstruction	Route	Length	0.67 mi.	Structure No.	N/A
Termini	West Avenue to LaGrange Road (US 45)					

Description Preparation of Phase I Project Development Report with anticipated improvements consisting of pavement reconstruction and widening, sidewalk replacement, traffic signal modernization, tree removal and replacement, storm sewer removal and replacement, water main removal and replacement, and potential roundabout at West Avenue intersection.

Agreement Provisions

THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 200 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.

That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT.
- b. 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. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, ~~construction~~ easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

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

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

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

Specific Rate (Pay per element)
Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTALLY AGREED,

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

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

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

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

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

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

Agreement Summary

Executed by the LA:

Village of Orland Park

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Michael Kerr

By:

Bv

Title:

Title: Executive Vice President

Attachment A
Village of Orland Park
Scope of Services
Phase I Preliminary Engineering
151st Street Reconstruction and Widening

CBBEL will perform the following services under this Preliminary Engineering agreement:

We will prepare the Project Development Report (PDR) for an expected Group II Categorical Exclusion, to study existing conditions and needs, and to develop the goals of the proposed improvements. It is anticipated that the PDR will support and justify the reconstruction and widening of 151st Street from West Avenue to west of LaGrange Road (US 45), a distance of approximately 2,375 feet. The PDR is expected to recommend a 5 lane cross section from Ravinia Avenue to LaGrange Road (700 feet), and a 3 lane cross section from West Avenue to Ravinia Avenue (1,675 feet). Improvements are expected to include a modernized traffic signal at Ravinia Avenue; new water mains, storm sewers, and sidewalk; and a potential roundabout at West Avenue.

The PDR will be processed through IDOT – District 1 Bureau of Local Roads and Streets and will result in issuance of Design Approval by IDOT.

The following specific tasks are included in the Preliminary Engineering Scope of Services:

Task 1 – Supplemental Topographic Survey: CBBEL completed a full topographic survey, cross sections, and drainage and utility surveys in 2009. We will record changed conditions since then with the following work:

- Re-establishing our horizontal control points
- Recovering our vertical control benchmarks throughout the project
- Field locating all recent Village improvements within the right-of-way and private improvements within 10' of the right-of-way
- Locating all recent utility structure improvements, and
- Re-measuring all existing trees within the project.

CBBEL's Professional Land Surveyor will establish the existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Task 2 – Project Kick-Off and Supplemental Data Collection: CBBEL will arrange and lead an initial kick-off meeting with IDOT and Village staff to discuss the project objectives, our Phase I scope, the milestone submittals of the PDR, and the overall project schedule.

CBBEL will collect, examine, and review supplemental and updated data needed for the Phase I Engineering study per FHWA procedures. This data will include at least the following:

- Accident data and crash statistics
- Existing private utility information
- Village utility atlases
- Village future land use maps and available development plans
- Existing right-of-way information (Plats)

In addition, traffic counts and projections that were performed in 2005-2009 by Fish Transportation Group will be updated as needed. CBBEL understands that the Village requests new 12-hour traffic counts at the Ravinia Avenue intersection. We will coordinate with the Chicago Metropolitan Agency for Planning (CMAP) for concurrence with our 2040 design year traffic projections. We will also prepare Existing/Projected Traffic and Crash Analysis exhibits for IDOT/FHWA coordination meetings.

Attachment A
Village of Orland Park
Scope of Services
Phase I Preliminary Engineering
151st Street Reconstruction and Widening

Task 3 – Utility Coordination: CBBEL coordinated extensively with the private utility companies within the project area to acquire updated atlases and facility plans. We will contact the private utilities as necessary to obtain updated information atlases. Final utility coordination will be completed in Phase II which will confirm all identified utility impacts and result in the design of appropriate relocations.

Task 4 – Geotechnical Investigations and Pavement Design: CBBEL will engage Testing Services Corporation (TSC) as our subconsultant to complete a geotechnical investigation and report for this project. Six pavement core samples were recovered in 2007, but IDOT/FHWA requirements for Federal funding participation will require additional geotechnical exploration and analysis. Due to the generally poor condition of the existing pavement, we anticipate that TSC's soils report will recommend full pavement reconstruction. TSC will also provide specific remedial measures required for the underlying pavement subbase. Any alternative potential pavement and subgrade remediation options will be documented as needed in the PDR. CBBEL will use this information to perform an initial pavement design, employing IDOT's Mechanistic Pavement Design spreadsheet. We will coordinate with IDOT Central Office through IDOT Local Roads and will furnish them the necessary copies of the soils report. Our goal will be to secure approval of the proposed scope as pavement reconstruction, and to obtain approval of our pavement typical section.

TSC's cost proposal for the above services is attached.

Task 5 – Environmental / Noise Studies: CBBEL will prepare a submittal of the Environmental Survey Request Form (ESRF) to IDOT for processing. Per the recently updated State and Federal procedures, we will perform the following work:

- An initial biological and cultural resource database search via the IDNR "Eco-CAT" website
- Review of the CERCLIS/UST-LUST/RCRA Special Waste Databases
- Preparation of the aerial-based ESRF Exhibit showing the project limits, known existing right-of-way, maximum extent of future right-of-way, street names, etc.
- Preparation of an ESRF Location Map
- Submittal of all required materials to the appropriate IDOT website and follow-through coordination with IDOT Local Roads

CBBEL will review IDOT's completed Environmental Survey and will then prepare the Preliminary Environmental Site Assessment (PESA). Based on the PESA findings, CBBEL will determine whether a Preliminary Site Investigation (PSI) is necessary to be performed in Phase II.

CBBEL will perform a noise analysis for the limits of the improvement as directed by IDOT/FHWA, including identification of sensitive receptors and appropriate noise modeling. We believe that the findings will indicate constructing noise walls as part of the improvements will be either necessary or practicable. Consequently, our proposal does not include noise wall design.

CBBEL will obtain IDOT Biological and Cultural signoffs needed for the project report.

Task 6 – Roadway Geometrics: In 2011, CBBEL designed roadway plans and profiles for the project, as well as existing/proposed cross sections, proposed permanent right-of-way takings, and temporary construction easements. Based on this prior work, we anticipate that development of several distinct geometric alternatives will not be required for this project.

CBBEL will prepare plan and profile exhibits for the PDR based on our prior work at a scale of 1"=20', and we will attach digital aerial photography of the project area. Typical sections showing existing and proposed pavement sections will be developed for the PDR. Existing and proposed cross-sections which were templated at 100' intervals and at all side streets, driveways and other grade controlling

Attachment A
Village of Orland Park
Scope of Services
Phase I Preliminary Engineering
151st Street Reconstruction and Widening

features, will be prepared to demonstrate right-of-way and easement requirements. Preliminary plan/profile sheets and critical cross sections will be coordinated with the Village and IDOT for their concurrence and/or comment as the Phase I Engineering studies are developed.

An Intersection Design Study (IDS) for 151st Street at Ravinia Avenue will be required in order for IDOT to process the Phase I PDR. The IDS will be prepared at a scale of 1"=50' and will include the following:

- a. Intersection capacity analyses for AM and PM peak hour design year traffic volumes
- b. Existing and projected peak hour volumes
- c. Existing and proposed intersection geometrics
- d. Proposed pavement markings and design vehicle turning movements
- e. Proposed signal layout
- f. Elements controlling design including warrants for signal control
- g. General notes

CBBEL understands that the Village has questions about the currently proposed geometrics on the north leg of Ravinia Avenue, and we will determine if a separate southbound right turn lane is justified. The IDS will be submitted to IDOT for review. Any review comments by IDOT will be incorporated into the Final IDS and re-submitted to IDOT for formal approval.

CBBEL understands that IDOT will not require an IDS for LaGrange Road, which is being improved by IDOT in 2013.

We will evaluate the potential for a roundabout intersection at West Avenue/151st Street. The roundabout configuration would eliminate the intersection's stop signs. If this remains a 4-leg stop controlled intersection, the stop sign warrants will be documented in the PDR.

Task 7 – Traffic Maintenance Analysis: CBBEL will identify our recommended construction staging methodology for coordination with project stakeholders and for presentation at the anticipated Public Meeting. The construction staging methodology will address the maintenance of access points during construction for residences and businesses that may be adversely impacted by the construction activities.

Typical stage construction cross sections and plan exhibits will be developed to clearly depict the recommended construction staging methodology.

Task 8 – Public Involvement/Coordination: Since this project involves permanent right-of-way takings, CBBEL anticipates that a Public Hearing will be held in the later stages of the project development. CBBEL will perform the following work under this item:

- Arrange for an appropriate venue, for example the Orland Park Village Hall
- Advertise the date and location of the Public Hearing in the local newspaper
- Assist with preparing the invitation list and mailings to all residents and businesses along or adjacent to the 151st Street corridor as well as elected officials
- Arrange for the Court Reporter
- Develop the project presentation including a PowerPoint presentation if requested
- Develop aerial exhibits consisting of the proposed improvements shown on color digital aerial photography at 1"=20' scale. The proposed right of way impacts will be color keyed for permanent takings versus temporary easements.

Attachment A
Village of Orland Park
Scope of Services
Phase I Preliminary Engineering
151st Street Reconstruction and Widening

- Develop additional display exhibits including the existing and proposed typical sections and the Traffic Maintenance typical sections
- Develop written handout materials if requested by the Village and make sufficient copies
- Develop comment forms for use by interested attendees, tabulate and review all replies received, organize the public responses, and summarize the findings in the PDR.

The Public Involvement task also includes overall coordination work such as communicating with the local stakeholders along the project, the general public, the Village, and other agencies as needed. CBBEL will conduct project status meetings with the Village's project staff and other departments as required, individual property owners to resolve specific project issues, and outside agency coordination including IDOT, CMAP, and FHWA coordination meetings as required. Meeting minutes will be prepared for all meetings for the project record and PDR.

Task 9 – Project Development Report: CBBEL will complete the Project Development Report which is anticipated to be processed as a Group II Categorical Exclusion. We will coordinate the PDR with the Village, IDOT and the FHWA for review/approval. We anticipate that a Preliminary and a Final submittal of the PDR will be required for Design Approval.

This task includes developing support exhibits and additional studies required for the PDR, such as study of available accident records and preparation of an Accident Analysis, and preparing an initial construction cost estimate including making rough estimates of major pay item quantities.

Task 10 – Right-of-Way Acquisition: CBBEL's Professional Land Surveyor will prepare a Plat of Highways for the permanent right-of-way takes and temporary easements in accordance with State and Federal requirements. The Plat will be submitted to IDOT for review and concurrence. This task includes ordering title commitments and writing legal descriptions for each parcel of land from which there will be a taking or easement. It is anticipated that this project will involve the acquisition of approximately 0.17 acres of permanent right-of-way and approximately 0.48 acres of temporary construction easements from 10 parcels.

CBBEL proposes that the right-of-way needed for the project be acquired in Phase I. We will engage Santacruz Associates, Inc. to provide right-of-way acquisition services including appraisals, review appraisals and negotiations for all the temporary easements and permanent right-of-way takes in accordance with State and Federal requirements. Their cost proposal for providing these services is attached.

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM Christopher B. Burke En
Local Agency Orland Park
Section
Project FAU 1603/151st Street
Job No:

OVERHEAD RATE 130.82%
COMPLEXITY FACTOR 0

DATE 07/31/13

Cost Plus Fixed Fee 1 14.50% [DL+R(DL) +OH(DL)+IHDC]

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME PRIME/SUPPLEMENT	<u>Christopher B. Burke Engineering, Ltd.</u>	DATE PTB NO.	<u>07/31/13</u>
CONTRACT TERM	<u>10</u>	MONTHS	<u>130.82%</u>
START DATE	<u>3/1/2014</u>	OVERHEAD RATE	<u>0</u>
RAISE DATE	<u>1/1/2015</u>	COMPLEXITY FACTOR	<u>3.00%</u>
ESCALATION PER YEAR			
<u>3/1/2014 - 12/31/2014</u>	<u>10</u>	<u>10</u>	<u>100.00%</u>
<u>10</u>	<u>10</u>	<u>10</u>	<u>1.0000</u>
The total escalation for this project would be:		0.00%	

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, Ltd.

DATE

07/31/13

ESCALATION FACTOR 3.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer VI	\$70.00	\$70.00
Engineer V	\$58.43	\$60.18
Engineer IV	\$47.04	\$48.45
Engineer III	\$39.60	\$40.79
Engineer I/II	\$31.26	\$32.20
Env Res Specialist V	\$61.00	\$62.83
Env Res Specialist IV	\$48.67	\$50.13
Env Res Specialist III	\$36.79	\$37.89
Env Res Technician	\$31.75	\$32.70
Landscape Architect	\$47.00	\$48.41
Survey V	\$70.00	\$70.00
Survey IV	\$57.00	\$58.71
Survey III	\$49.00	\$50.47
Survey II	\$34.36	\$35.39
Survey I	\$28.50	\$29.36
Survey Intern	\$14.00	\$14.42
CAD Manager	\$50.63	\$52.15
Asst. CAD Manager	\$45.83	\$47.20
CAD II	\$40.83	\$42.05
CAD I	\$31.50	\$32.45
Engineering Technician V	\$65.00	\$66.95
Engineering Technician IV	\$51.00	\$52.53
Engineering Technician III	\$42.74	\$44.02
Engineering Technician I/II	\$28.00	\$28.84
GIS Specialist III	\$39.00	\$40.17
GIS Specialist I/II	\$23.00	\$23.69
Engineering Intern	\$13.50	\$13.91
Administrative	\$28.06	\$28.90

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Orland Park
Section
Project
Job No: FAU 1603/151st Street

DATE 07/31/13SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1. Supplemental Survey			2. Supp. Data Collection			3. Utility Coordination			4. Geotech / Pav't Design			5. Environmental / Noise						
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg				
Engineer VI	70.00	32	2.90%	2.03													2	5.0%	3.5	4	2.5%	1.8	
Engineer V	60.18	37	3.36%	2.02	2	3.2%	1.9	3	5.2%	3.1	1	2.22%	1.3							8	5.0%	3.0	
Engineer IV	48.45	142	12.89%	6.24				10	17.2%	8.4	4	8.89%	4.3	8	20.0%	9.7	16	10.0%	4.8				
Engineer III	40.79	220	19.96%	8.14	2	3.2%	1.3	28	48.3%	19.7	10	22.22%	9.1	24	60.0%	24.5	40	25.0%	10.2				
Engineer I/II	32.20	76	6.90%	2.22				8	13.8%	4.4	14	31.11%	10.0							24	15.0%	4.8	
Env Res Specialist V	62.83	45	4.08%	2.57																			
Env Res Specialist IV	50.13	0																					
Env Res Specialist III	37.89	0																					
Env Res Technician	32.70	0																					
Landscape Architect	48.41	0																					
Survey V	70.00	40	3.63%	2.54																			
Survey IV	58.71	58	5.26%	3.09	22	35.5%	20.8																
Survey III	50.47	20	1.81%	0.92	20	32.3%	16.3																
Survey II	35.39	0																					
Survey I	29.36	0																					
Survey Intern	14.42	0																					
CAD Manager	52.15	38	3.45%	1.80																			
Asst. CAD Manager	47.20	67	6.08%	2.87	4	6.5%	3.0				2	4.44%	2.1	1	2.5%	1.2	4	2.5%	1.2				
CAD II	42.05	144	13.07%	5.50	12	19.4%	8.1				8	17.78%	7.5	4	10.0%	4.2	8	5.0%	2.1				
CAD I	32.45	90	8.17%	2.65				8	13.8%	4.5	4	8.89%	2.9							10	6.3%	2.0	
Engineering Technician V	66.95	0																					
Engineering Technician IV	52.53	16	1.45%	0.76																16	10.0%	5.3	
Engineering Technician III	44.02	22	2.00%	0.88																22	13.8%	6.1	
Engineering Technician I/II	28.84	4	0.36%	0.10																4	2.5%	0.7	
GIS Specialist III	40.17	14	1.27%	0.51																			
GIS Specialist I/II	23.69	19	1.72%	0.41																			
Engineering Intern	13.91	0																					
Administrative	28.90	18	1.63%	0.47				1	1.7%	0.5	2	4.44%	1.3	1	2.5%	0.7	4	2.5%	0.7				
TOTALS		1102	100%	\$45.72	62	100%	51.6	58	100%	40.6	45	100%	38.5	40	100%	43.8	160	100%	42.7				

AVERAGE HOURLY PROJECT RATES

FIRM
Local Agency
Section
Project
Job No:

Christopher B. Burke Engineering, Ltd.
Orland Park
FAU 1603/151st Street

DATE 07/31/13

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Roadway/IDS Design			7. Traffic Maintenance			8. Public Involvement			9. Project Report			10. Plat of Highways			11. ROW Acquisition Service		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00							10	7.69%	5.38	8	3.02%	2.11	8	4.44%	3.11			
Engineer V	60.18	4	4.00%	2.41				8	6.15%	3.70	8	3.02%	1.82				4	16.67%	10.03
Engineer IV	48.45	24	24.00%	11.63	2	5.56%	2.69	12	9.23%	4.47	48	18.11%	8.78	16	8.89%	4.31	6	25.00%	12.11
Engineer III	40.79	30	30.00%	12.24	10	27.78%	11.33	24	18.46%	7.53	60	22.64%	9.24						
Engineer I/II	32.20				4	11.11%	3.58	16	12.31%	3.96	24	9.06%	2.92						
Env Res Specialist V	62.83																		
Env Res Specialist IV	50.13																		
Env Res Specialist III	37.89																		
Env Res Technician	32.70																		
Landscape Architect	48.41																		
Survey V	70.00													40	22.22%	15.56			
Survey IV	58.71													36	20.00%	11.74			
Survey III	50.47																		
Survey II	35.39																		
Survey I	29.36																		
Survey Intern	14.42																		
CAD Manager	52.15							6	4.62%	2.41	4	1.51%	0.79	24	13.33%	6.95	4	16.67%	8.69
Asst. CAD Manager	47.20	4	4.00%	1.89	2	5.56%	2.62				16	6.04%	2.85	36	20.00%	9.44			
CAD II	42.05	16	16.00%	6.73	10	27.78%	11.68	12	9.23%	3.88	54	20.38%	8.57	20	11.11%	4.67	8	33.33%	14.02
CAD I	32.45	16	16.00%	5.19	8	22.22%	7.21	16	12.31%	3.99	32	12.08%	3.92						
Engineering Technician V	66.95																		
Engineering Technician IV	52.53																		
Engineering Technician III	44.02																		
Engineering Technician I/II	28.84																		
GIS Specialist III	40.17	6	6.00%	2.41				8	6.15%	2.47									
GIS Specialist I/II	23.69							16	12.31%	2.92	3	1.13%	0.27						
Engineering Intern	13.91																		
Administrative	28.90							2	1.54%	0.44	8	3.02%	0.87				2	8.33%	2.41
TOTALS		100	100%	\$42.49	36	100%	\$39.11	130	100%	\$41.17	265	100%	\$42.12	180	100%	\$55.78	24	100%	\$47.26



July 24, 2013

TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Ms. Val M. Racich, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 51,317
Geotechnical Exploration
151st Street Widening
Between LaGrange Road & West Avenue
Supplemental Borings
Orland Park, IL

Dear Ms. Racich.:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It responds to your email dated July 16, 2013. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for pavement design in connection with the proposed roadway improvements. The scope of work outlined in this proposal is meant to comply with Illinois department of Transportation (IDOT) criteria.

Project Description:

Our understanding of existing site conditions and the proposed construction are as follow:

- 151st Street - Sta. 107+84 to 134+90
- El Camino Real Drive - Sta. 301+44 to 303+64
- West Avenue - Sta. 203+52 to 209+74
- Ravinia Avenue Sta. 402+63 to 408+79

If the location or type of the proposed structure(s) are changed, TSC should be promptly contacted to determine the relevance of our proposed boring program to the new project configuration.

Boring Program:

The proposed scope of work is presented in the table below.

Location/Station	Boring Number	Number of Borings	Boring Depth (Feet)	Total Footage	Number of Cores
151 st St./130+65	101	1	10	10	
151 st St./128+40	102	1	10	10	
151 st St./124+05	103	1	10	10	

Location/Station	Boring Number	Number of Borings	Boring Depth (Feet)	Total Footage	Number of Cores
151 st St./119+30	104	1	10	10	
151 st St./113+65	105	1	10	10	
West Ave./206+00 & 209+00	201 & 202	2	10	20	2
El Camino Real Dr./301+50 & 303+50	301 & 302	2	10	20	2
Ravinia Ave./405+25 & 408+25	401 & 402	2	10	20	2
TOTALS		11		110	6

We are proposing to drill eleven (11) soil borings extended to a depth of 10 feet and six (6) pavement cores as part of our Geotechnical Exploration.

The pavement cores will be taken using a 4-inch diameter core barrel. Auger samples will also be obtained of underlying base course/subbase materials. A split-spoon will then be taken of the upper subgrade to a depth of approximately two feet below the top of pavement. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout.

At the time this proposal was prepared its not known If traffic control is needed for this project. TSC has included a two person flagging crew for this project if needed.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tube also taken if conditions dictate. Sampling will be performed continuous to a depth of 5 feet and at 2½-foot intervals for thereafter. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction for pavements.

TSC is of the understanding that plan and profile sheets are required for this project.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Sixteen Thousand Six Hundred Fifty Dollars (\$16,650.00) to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before August 31, 2013.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). TSC is assuming the IPWA applies to this project.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

Christopher B. Burke Engineering, Ltd.
P.N. 51,317 - July 24, 2013

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should an environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated cost.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Ms. Val M. Racich, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
email: vracich@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When also completing the attached Project Data form, kindly indicate who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Michael O' Bally

Michael V. Machalinski, P.E.
Vice President

Prepared by,

Michael O' Bally

Michael D. Billings
Director of Business Development

MVM:MDB:kw

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

Christopher B. Burke Engineering, Ltd.
P.N. 51,317 - July 24, 2013

COST ESTIMATE
151st Street Widening
Between LaGrange Road & West Avenue
Supplemental Borings
Orland Park, IL
TSC P.N. 51,317

ITEM	UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE				
1.1 Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	8.0	110.00	\$ 880.00
1.2 Permits, Bonds and Other Direct Charges	Cost + 10%	0	0.00	\$ 0.00
DRILLING AND SAMPLING				
DRILL RIG WITH 2-MAN CREW (Travel, Standby or Obstruction Time)				
2.1 Regular Time (Up to 8.0 Hours per Day)	Hour	8.0	340.00	\$ 2,720.00
2.2 Overtime (Over 8.0 Hours or Saturday)	Hour	3.0	390.00	\$ 1,170.00
GROUNDWATER MONITORING WELLS				
OBTAIN PAVEMENT CORES Includes coring with 4 inch diameter barrel, retrieving all pavement materials to maximum depth of 18 inches, taking auger samples of base course/subbase materials and split-spoons of upper subgrade.				
3.1 Core Van and One-Man Crew (Regular Time Portal to Portal)	Hour	8.0	150.00	\$ 1,200.00
3.2 Core Van and One-Man Crew (Overtime)	Hour	2.0	175.00	\$ 350.00
3.3 Bit Wear - Per Inch of Asphalt Pavement	Inch	48.0	2.50	\$ 120.00
3.4 Bit Wear - Per Inch of PCC Pavement	Inch	0.0	4.00	\$ 0.00
3.5 Patch Holes with Cold Patch Asphalt or Non-Shrink Grout	Each	6	10.00	\$ 60.00
3.6 Materials Technician to Measure and Describe Core Sample in Laboratory	Each	6	15.00	\$ 90.00
TRAFFIC CONTROL CONTINGENCY IF NEEDED				
4.1 Single Flagman, Regular Time (Portal to Portal)	Hour	0.0	105.00	\$ 0.00
4.2 Single Flagman, Overtime	Hour	0.0	135.00	\$ 0.00
4.3 2-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	18.0	210.00	\$ 3,360.00
4.4 2-Man Flagging Crew, Overtime	Hour	0.0	270.00	\$ 0.00
4.5 TSC Pickup and Arrowboard	Day	0	125.00	\$ 0.00

Christopher B. Burke Engineering, Ltd.
P.N. 51,317 - July 24, 2013

ITEM	UNITS	QTY	RATE	COST
LABORATORY TESTING				
6.1 Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	61	4.00	\$ 244.00
5.2 Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	61	7.00	\$ 427.00
5.3 Unconfined Compressive Strength of Cohesive Soils (or Torsional Shear Strength Measurement)	Each	11	14.00	\$ 154.00
5.4 Dry Unit Weight Determination	Each	11	7.00	\$ 77.00
6.5 Atterberg Limit Determinations	Each	3	100.00	\$ 300.00
5.6 Sieve Analysis with #200 Wash	Each	0	80.00	\$ 0.00
5.7 Sieve Analysis with Hydrometer	Each	3	130.00	\$ 390.00
5.8 Consolidation Test	Each	0	600.00	\$ 0.00
6.9 Modified Proctor Test	Each	0	190.00	\$ 0.00
5.10 Loss-On-Ignition (Organic Content)	Each	1	45.00	\$ 45.00
ENGINEERING SERVICES				
6.1 Prepare Geotechnical Report with Boring Logs and Location Plan	Hour	24	120.00	\$ 2,880.00
8.2 Prepare Plan & Profile	Hour	18.0	120.00	\$ 2,160.00
7.3 Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	180.00	\$ 0.00
ESTIMATED TOTAL:				\$ 16,627.00
RECOMMENDED BUDGET:				\$ 16,650.00



TESTING SERVICE CORPORATION

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climate and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal; provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

GENERAL CONDITIONS

Geotechnical and Construction Services

~~For the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.~~

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractor. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are the sole, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROPOSAL FOR LAND ACQUISITION SERVICES

Village of Orland Park

Christopher B. Burke
Engineering, Ltd.



151st Street
from West Avenue to
Lagrange Road

Santacruz Land
Acquisitions

2650 Valor Drive • Glenview, IL 60026
www.santacruz-associates.com

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

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EXECUTIVE SUMMARY

Having extensive experience with right of way projects, 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 the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

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 also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble 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 will work with the staff for the LPA and/or Christopher B. Burke Engineering, Ltd., Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the PROJECT (the "Project") to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

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. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation 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. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, 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 Land Acquisitions 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 of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

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.

Our solution is to 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 Land Acquisitions 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 Land Acquisitions 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. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions 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 Santacruz Land Acquisitions team have collaborated in the past on projects.

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 Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on ten (10) projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$24,000.00.
<u>REVIEW APPRAISALS:</u>	\$12,200.00.
<u>NEGOTIATIONS:</u>	\$25,000.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant 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. Santacruz Land Acquisitions shall include \$500.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the \$500.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

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 a cost not to exceed of \$67,200.00 as follows:

Land Acquisition Services	\$61,200.00
Direct Billable Expenses	\$6,000.00

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TECHNICAL APPROACH

Santacruz Land Acquisitions 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 at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions 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 Land Acquisitions helping us 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 within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions 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. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions 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 us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Introductory Notice to Owners

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal / Waiver Valuation

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser will recommend the type of appraisal, which type shall be approved by IDOT. The types of appraisals to be used are the following:

- Waiver Valuation
- Non-complex – damages less than \$5,000
- Complex

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

All appraisals shall be prepared using the forms as provided or outlined by IDOT's land acquisition division. Santacruz Land Acquisitions shall furnish

and deliver four copies of the completed appraisal report for each parcel.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

We understand 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 such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

Task 6: Review Appraisal

All appraisals will be reviewed by the Review Appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to each appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

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

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will also inspect 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 Authority. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the

format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions 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 Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions 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.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand 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 such case, at the request of the LPA or its trial counsel, the Review Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests 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 Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings nearly twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of way community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including subconsultants, has relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Having developed its own proprietary database overlay, we have developed great efficiencies that allow us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants are not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

Compensation for Services

Appraisal Services

Appraisals (Non-Complex)	\$2,400.00
Appraisals (Complex)	\$3,400.00
Revision to appraisal due to change in ROW or plans	\$1,200.00 to \$2,800.00

Review Appraisal Services

Review Appraisals (Non-Complex)	\$1,000.00
Review Appraisals (Complex)	\$1,400.00
Revision to review appraisal due to change in ROW or plans	\$600.00 - \$1,000.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,500.00
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Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment	\$50.00
+ Administrative fee	\$25.00
Title insurance policies	\$75.00
+ Additional costs of	\$3.50 per thousand
+ 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 fee	\$50.00
+ Administrative fee	\$25.00