

Clerk's Contract and Agreement Cover Page

Year:	2008	Legistar File ID#:	2008-0330
Multi Year:	☒	Amount	\$200,000.00
Contract Type:	Professional Services		
Contractor's Name:	HNTB Corporation		
Contractor's AKA:			
Execution Date:	9/3/2008		
Termination Date:	7/31/2009		
Renewal Date:			
Department:	Development Services/Planning		
Originating Person:	Bob Sullivan		
Contract Description:	Illinois Tomorrow Study 159th Street Corridor		



Monday, September 22, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

September 22, 2008

Ms. Diane Gormely-Barnes
HNTB Corporation
111 North Canal Street, Suite 1250
Chicago, Illinois 60606

RE: ***NOTICE TO PROCEED***
Illinois Tomorrow Study 159th Street Corridor Plan

Dear Ms. Barnes:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of September 11, 2008. The contract was fully executed September 22, 2008.

Please contact Bob Sullivan at 708-403-6123 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated September 3, 2008 in an amount not to exceed Two Hundred Thousand and No/100 (\$200,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Bob Sullivan



September 3, 2008

Ms. Diane Gormely-Barnes
HNTB Corporation
111 North Canal Street, Suite 1250
Chicago, Illinois 60606

NOTICE OF AWARD – Illinois Tomorrow Study 159th Street Corridor Plan

Dear Ms. Barnes:

This notification is to inform you that on July 21, 2008, the Village of Orland Park Board of Trustees approved awarding HNTB Corporation the contract in accordance with the proposal you submitted dated March 21, 2008, for Illinois Tomorrow Study 159th Street Corridor Plan for an amount not to exceed Two Hundred Thousand and No/100 (\$200,000.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by September 17, 2008.

1. Enclosed is the Contract for Illinois Tomorrow Study 159th Street Corridor Plan. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Bob Sullivan

41031-PL-001

VILLAGE OF ORLAND PARK
Illinois Tomorrow 159th Street Corridor
Agreement for Professional and Consulting Services

THIS AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES (this "Agreement") is entered into this **3rd day of September, 2008**, in the County of Cook and the State of Illinois, by and between the Village of Orland Park, a municipal corporation and body politic existing under the laws of the State of Illinois (the "VILLAGE"), having offices located at 14700 S. Ravinia Ave, Orland Park, Illinois 60462 and HNTB Corporation (the "Consultant"), having offices located at 111 North Canal Street, Suite 1250, Chicago, Illinois 60606-7252.

For and in consideration of the promises and agreements herein set forth, THE VILLAGE AND THE CONSULTANT HEREBY AGREE:

ARTICLE 1. CONSULTANT'S SERVICES

1.1 Scope and Description of Services. The Consultant will perform for the benefit of the VILLAGE the services described in Proposal dated March 21, 2008, which is included under separate cover and incorporated herein (the "Services"). The Consultant must furnish all professional services, labor, materials, tools, equipment and supervision necessary or appropriate to fully perform the Services and all other duties and responsibilities of the Consultant pursuant to this Agreement.

1.2 Standard of Performance. The Consultant must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard").

1.3 Compliance with Laws. In the performance of the Services, the Consultant must comply, and must cause all Consultant Related Parties (as defined below) to comply, and must ensure that the Services comply, with all applicable federal, state and local laws, regulations, rules, ordinances, codes, permits, licenses, approvals, orders, declarations and decrees in effect from time to time (collectively, "Laws").

1.4 Qualifications. The Consultant and any subconsultant, agent or other entity with which the Consultant contracts to perform a portion of the Services (collectively, the "Consultant Related Parties") must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any Laws, the Consultant and all Consultant Related Parties must be suitably licensed or certified to perform the Services.

1.5 Key Personnel. Prior to or upon execution of this Agreement, the Consultant shall inform the VILLAGE of the names of the key personnel of the Consultant (the "Key Personnel") who will perform or be responsible for supervising performance of the Services on behalf of the

Consultant. The Consultant may not remove any Key Personnel from the Services without the prior written consent of the VILLAGE unless, such Key Personnel are no longer employed by or affiliated with the Consultant. Key Personnel may only be replaced with the prior written approval of the VILLAGE, which approval will not be unreasonably withheld. If so requested by the VILLAGE, the Consultant must promptly replace any Key Personnel or Consultant Related Party if, in the opinion of the VILLAGE, the performance of such Key Personnel or Consultant Related Party is unsatisfactory.

1.6 Right to Rely. The Consultant may reasonably rely upon the accuracy of data furnished by the Village, or any other project participant, to Consultant pursuant to the Project and upon which the Consultant based the Services provided hereunder. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by Village or any other project participant, nor ensuring that such information or content does not violate or infringe on any law or other third party rights. Village will indemnify and protect Consultant from any infringement claims arising from Consultant's use of any plans, documents or other materials provided to Consultant in the performance of its Services hereunder.

ARTICLE 2. TERMS OF PAYMENT FOR SERVICES

2.1 Contract Sum. The Contract Sum for the Consultant's performance of the Services (the "Contract Sum") shall be calculated as set forth in the Cost and Price Analysis, which is attached hereto and incorporated herein, but in no event shall the Contract Sum exceed **Two Hundred Thousand and No/100 (\$200,000.00) Dollars.**

2.2 Invoices. Each invoice for payment submitted by the Consultant must include (i) a detailed statement of all Services performed and reimbursable expenses incurred (to the extent applicable and approved by the VILLAGE) during the period since the last invoice; (ii) a list of all Consultant Related Parties with the itemized cost of their services detailed (if applicable); and (iii) payroll records, time cards, computer records, canceled checks, purchase orders, consulting contracts and such other backup documentation as the VILLAGE may reasonably request to substantiate the amounts properly owing to the Consultant. All invoices must be submitted by the first calendar day of the month to the VILLAGE to the attention of "Accounts Payable."

2.3 Sworn Statements and Lien Waivers. To the extent required by applicable Law or requested by the VILLAGE, the Consultant must also submit to the VILLAGE (all in a form reasonably satisfactory to the VILLAGE) with each invoice a sworn statement setting forth all Consultant Related Parties retained by the Consultant in connection with the performance of the Services, together with a lien waiver from the Consultant and each such Consultant Related Party covering the amounts for which payment is then being sought.

2.4 Payment of Amounts Due. The VILLAGE will pay all amounts properly owing to the Consultant pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

2.5 Withholding Payment. Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct

deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at the Consultant's sole cost and expense. Notwithstanding anything to the contrary herein contained, the VILLAGE has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the VILLAGE against any loss or damage which may result from: (i) the negligence of or Services of the Consultant or Consultant Related Parties not in accordance with the terms and conditions of this Agreement; (ii) the failure by the Consultant or any Consultant Related Parties to perform the Consultant's obligations hereunder; or (iii) claims filed against the VILLAGE relating to the Services. Any sums withheld from the Consultant as provided in this Article, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

2.6 Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the VILLAGE or any authorized representative of the VILLAGE, upon reasonable prior notice, for audit and review during normal business hours at the VILLAGE offices, Orland Park, Illinois. In addition, such records must be available, upon reasonable prior notice, for audit and review by the Illinois Department of Transportation ("IDOT") and any other governmental agency providing funding for all or any portion of the Contract Sum.

ARTICLE 3. TIME FOR COMPLETION OF SERVICES

3.1 Term of Agreement. The term of this Agreement shall begin on the **execution date of this agreement** and end on July 31, 2009 (the "Term"). The Consultant must complete all Services within the Term. The Consultant must furnish such manpower, materials, facilities, and equipment and must work such hours, including overtime operations, as may be necessary to ensure the progress and completion the Services within the Term. Time is of the essence in this Agreement.

3.2 Unavoidable Delay. If the Consultant is delayed in the delivery of the Services pursuant to this Agreement by an Excusable Event (as defined below) legitimately beyond its reasonable control, it must, immediately upon gaining knowledge of such Excusable Event, give written notice to the VILLAGE and request an extension of time for completion of this Agreement. The VILLAGE will examine the request and determine if the Consultant is entitled to an extension. The VILLAGE will notify the Consultant of the decision in writing, and that decision will be final and binding. By permitting the Consultant to proceed with the Services or any part of them, after such an extension, the VILLAGE in no way waives its rights, if any, under this Agreement, at law or in equity, if this Agreement has been completed by the date of any such extension. An "Excusable Event" is an act or neglect of the VILLAGE, a material change in the Services ordered by the VILLAGE, fire, unusual delay in deliveries, unavoidable casualties, or other causes which are not reasonably foreseeable and are beyond the Consultant's reasonable control.

3.3 Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period.

ARTICLE 4. INDEPENDENCE OF CONSULTANT; EMPLOYEES AND SUBCONSULTANTS

4.1 Independent Contractor. The Consultant is engaged by the VILLAGE only for the purpose and to the extent set forth in this Agreement, and the Consultant's status during the period of this engagement is that of an independent contractor and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the VILLAGE and the Consultant, or between the respective officers, directors, partners, managers, employees or agents of the VILLAGE and the Consultant. The Consultant will not be an employee or agent of the VILLAGE, nor claim to be acting as such, and will have no authority whatsoever to bind the VILLAGE, waive any contractual requirements or make any statements or representations on behalf of the VILLAGE.

4.2 Responsibility for Employees. The Consultant is solely responsible for the compensation, benefits, contributions and taxes, if any, of all employees and Consultant Related Parties. The Consultant must at its own expense comply with all applicable workmen's compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other Laws.

4.3 Contracts with Consultant Related Parties. The Consultant will not contract with any Consultant Related Party for performance of a portion of the Services without first securing the VILLAGE's approval of the proposed Consultant Related Party. Each contract with a Consultant Related Party must: (a) require such Services to be performed in accordance with the requirements of this Agreement, including without limitation the requirements of all applicable Laws and the Professional Standard; (b) require the Consultant Related Party to agree to be bound by all the terms and conditions of this Agreement applicable to the Consultant and/or Consultant Related Parties; and (c) contain such other terms and conditions as the VILLAGE may reasonably request. The Consultant shall be responsible for payments to Consultant Related Parties out of the Contract Sum or other funds of the Consultant.

ARTICLE 5. WARRANTIES AND REPRESENTATIONS

In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

5.1 Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

5.2 Ability to Perform. The Consultant hereby represents and warrants to the VILLAGE, with the intention that the VILLAGE rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each Consultant Related Party, has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

5.3 Professional Standard. The Consultant hereby covenants and agrees that: (a) the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard; and (b) all Developments (as defined below) will comply with the Professional Standard.

5.4 Ineligibility. The Consultant is not barred or ineligible and will not knowingly use the services of any Consultant Related Party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

5.5 Unauthorized Code. Any Developments in electronic form will be free, at the time of receipt by VILLAGE, of any computer virus, software locks or other such unauthorized code. Unauthorized code includes harmful programs or data incorporated into the software which destroys, erases, damages or otherwise disrupts the normal operation of the software or other programs, hardware or systems utilized by VILLAGE or allows for unauthorized access to the software or other programs, hardware or systems utilized by the VILLAGE. Unauthorized code also includes any mechanism, such as password checking, CPU serial number checking or time dependency, that could hinder VILLAGE's freedom to fully exercise its license rights under this Agreement.

5.6 Certifications. The certifications, assurances and statements made by the Consultant in the Village required Certifications and the Federal Certifications and Assurances which are attached hereto and incorporated herein are true, accurate and complete as of the date hereof. The term "Grantee" in the Federal Certifications and Assurances shall be understood to mean "Consultant" for the purposes of this Agreement.

ARTICLE 6. INSURANCE

6.1 Unless otherwise specified or required by the VILLAGE, the Consultant shall maintain such insurance as is customary and reasonable within the Consultant's industry for entities performing services similar to the Services, which insurance shall cover, at a minimum, all claims, whenever made, arising out of or in relation to the performance of or failure to perform

the Services pursuant to this Agreement. The Contactor shall furnish certificates evidencing such insurance to the VILLAGE prior to commencement of the Services and shall promptly furnish to the VILLAGE notices of cancellation, renewal or non-renewal of such insurance. Such insurance must be kept in full force and effect until the date that all Services are complete and final payment for such Services is made.

ARTICLE 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 General Indemnification. To the fullest extent permitted by law, the Consultant will indemnify, defend and hold harmless the VILLAGE, IDOT, any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the negligent performance by the Consultant and any Consultant Related Parties of the Services and other duties and obligations under this Agreement, (ii) any negligent act or omission to act by the Consultant, any Consultant Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

7.2 Indemnity for Intellectual Property Claims. In addition to the indemnification provided in Section 7.1, Consultant will indemnify, defend and hold harmless the VILLAGE, IDOT, any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Developments or other materials supplied to the VILLAGE or used by the VILLAGE in the manner recommended by the Consultant, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case law.

7.3 No Liability for Consequential Damages. In no event will the VILLAGE be liable to the Consultant, whether such liability arises in tort, in equity or in contract, for incidental, indirect or consequential damages, including, but not limited to, loss of profits or revenue, loss of

use of equipment or facilities, cost of capital, underutilization of equipment, facilities or labor, or downtime costs, except as provided in Section 12.5.

7.4 No Liability of Public Officials. No official, employee or agent of the VILLAGE will be charged personally by the Consultant, or by any assignee or Consultant Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the VILLAGE's execution or attempted execution, or because of any breach hereof.

7.5 No Liability of Funding Agencies. IDOT and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Consultant or Consultant Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Consultant or Consultant Related Parties.

ARTICLE 8. RECORDS, DEVELOPMENTS AND INTELLECTUAL PROPERTY RIGHTS

8.1 Definition of Developments; Intellectual Property Rights.

1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Consultant or any of its employees, agents or Consultant Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the VILLAGE, which result from or are suggested by the Services or any other work the Consultant or the Consultant Related Parties may do for the VILLAGE, or which result from use of the VILLAGE's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the VILLAGE, IDOT and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Consultant hereby assigns (and agrees to cause all Consultant Related Parties to assign) to the VILLAGE, IDOT and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding) the Consultant's (or the Consultant Related Parties') entire right and interest in any such Development, and will execute or cause the Consultant Related Parties to execute any documents in connection therewith that the VILLAGE may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Consultant agrees to enter into agreements with all of its Consultant Related Parties necessary to establish the VILLAGE's ownership in the Developments (and the ownership in the Developments of IDOT and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Consultant agrees to provide the VILLAGE with copies of such agreements if requested by the VILLAGE. The foregoing does not apply to any inventions that the Consultant made prior to the Consultant's retention by the VILLAGE, or to any inventions that the Consultant develops without using any of the VILLAGE's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the VILLAGE's business or research, or the Services the

Consultant performs for the VILLAGE. The Consultant hereby grants to the VILLAGE, IDOT and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding) a perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Consultant will provide to the VILLAGE materials that are not Developments only to the extent the Consultant has the right to make the foregoing license.

2. This Agreement will not preclude the Consultant from using its general knowledge, skills and experience for its other clients, provided that the Consultant does not use in connection therewith any Developments or Confidential Information.

3. At all times during the term of this Agreement, upon request from the VILLAGE and upon termination or expiration of this Agreement, the Consultant will immediately provide to the VILLAGE the then-current version of any Developments in the Consultant's possession, indexed and arranged to the satisfaction of the VILLAGE.

4. Notwithstanding anything to the contrary contained herein, all existing intellectual property of Consultant, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies, or processes used by the Consultant to provide the services or project deliverables to Owner, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of Consultant or its suppliers.

5. All documents, including, but not limited to, plans, drawings, and specifications prepared by Consultant as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant. Owner shall indemnify and hold harmless Consultant and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Consultant to additional compensation at rates to be agreed upon by Owner and Consultant.

ARTICLE 9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Consultant in the course of its performance of Services hereunder. Confidential Information will include Developments, business plans, forecasts, projections, analyses, VILLAGE employee and vendor information, software (including all documentation and codes),

hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.

9.2 Use of Confidential Information. The Consultant (i) will use Confidential Information only in connection with Consultant's performance of the Services, and (ii) will not disclose Confidential Information except to the Consultant's employees and Consultant Related Parties to the extent such employees or Consultant Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Consultant wishes to disclose Confidential Information to a Consultant Related Party, the VILLAGE must first consent to such disclosure and the Consultant Related Party must agree in writing to be bound by the terms and conditions of this Article 9, in a document satisfactory to the VILLAGE. The Consultant will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Consultant, including Consultant's employees and Consultant Related Parties. This Article 9 does not apply to any information that (a) the Consultant can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Consultant develops independently without use of any Confidential Information, (c) the Consultant rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Consultant must give the VILLAGE reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the VILLAGE to limit the nature or scope of the disclosure.

9.3 Authority Confidential Information. The Consultant understands and acknowledges that the VILLAGE may use software provided in connection with this Agreement in connection with Confidential Information of the VILLAGE. Any such use of software shall not alter the Consultant's obligations and the VILLAGE's rights with respect to Confidential Information described in Section 9.2 above.

ARTICLE 10. EMPLOYMENT CONDITIONS

10.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 *et seq.*) (the "Human Rights Act") or the rules and regulations (the "Rules and Regulations") of the Illinois Department of Human Rights (for the purposes of this Article 10, the "Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine

if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Consultant's obligations under the Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the VILLAGE, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the VILLAGE and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause 10.1 by such subconsultants, and it will promptly notify the VILLAGE and the Department in the event any subconsultant fails to or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

10.2 Public Works Employment Discrimination Act. The Consultant certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*). In confirmation and furtherance of the foregoing, the Consultant agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE, including without limitation, the Services to be provided pursuant to this Agreement.

10.3 Drug-Free Workplace. The Consultant certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof.

10.4 Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR Part 26.13(a), as amended, the Consultant assures the VILLAGE that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation ("USDOT") or in the administration of its Disadvantaged Business Enterprise ("DBE") program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Consultant assures the VILLAGE that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Consultant's DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Consultant, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Consultant of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended. The Consultant further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the VILLAGE may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the VILLAGE and/or to this Agreement.

ARTICLE 11. APPROPRIATION OF FUNDS

11.1 Authority Appropriation. The parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the VILLAGE (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the VILLAGE Board of Trustees for each subsequent year. If the VILLAGE fails to make such an appropriation, the VILLAGE may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the VILLAGE has funds available and appropriated to pay the Consultant such amount.

11.2 Appropriation by Other Funding Agencies. To the extent IDOT or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the VILLAGE to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the VILLAGE may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the VILLAGE has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the VILLAGE will inform the Consultant as to whether any governmental agency other than the VILLAGE is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the VILLAGE and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.

ARTICLE 12. EVENTS OF DEFAULT, REMEDIES, TERMINATION AND STOP WORK ORDER

12.1 Events of Default. The following will constitute events of default ("Events of Default") hereunder:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the Consultant to the VILLAGE, or any material breach of a representation, covenant or warranty of the Consultant made herein.
2. The Consultant's failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - a) Failure to perform the Services or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - b) Failure to perform the Services in accordance with the standards of performance applicable thereto;
 - c) Insolvency, filing of bankruptcy or assignment for the benefit of creditors;
 - d) Failure to comply with a material term of this Agreement; or
 - e) Any other acts specifically and expressly stated in this Agreement as constituting an Event of Default.

3. Any change in ownership or control of the Consultant without the prior written approval of the VILLAGE, which consent will not be unreasonably withheld.

12.2 Declaration of Default. The VILLAGE will notify the Consultant of any circumstances that the VILLAGE believes to be an Event of Default and will allow the Consultant a reasonable amount of time to proceed to cure such Event of Default (which period of time will be no more than thirty (30) calendar days). If the Consultant has failed to proceed to cure the Event of Default within such cure period, the VILLAGE may declare the Consultant to be in default; provided, however, if such Event of Default cannot reasonably be cured within the cure period, the VILLAGE may, in its sole discretion, allow the Consultant additional time in which to cure such Event of Default so long as the Consultant diligently pursues such cure. Written notification of any decision of the VILLAGE to declare the Consultant in default will be provided to the Consultant, and such decision will be final and effective upon the Consultant's receipt of such notice. The VILLAGE has the sole discretion to declare the Consultant in default.

12.3 Remedies for Default. Upon giving notice of a declaration of default due to the occurrence of an Event of Default, the VILLAGE may invoke any or all of the following remedies:

1. The right to take over and complete the Services, either directly or through others;
2. The right to terminate this Agreement effective at a time specified by the Authority;
3. The right to seek specific performance, an injunction or any other appropriate remedy;
4. The right to recover money damages;
5. The right to withhold all or any part of the Consultant's compensation hereunder; and/or
6. The right to require the Consultant to discontinue any Services and deliver all materials accumulated in the performance of the Services, whether completed or in process, to the VILLAGE.

12.4 Remedies Nonexclusive. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default will impair any such right or power, nor will it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

12.5 Right of Authority to Terminate. The VILLAGE may terminate this Agreement at any time hereafter, with or without cause, by giving seven (7) days' written notice to the Consultant at the address specified in Section 13.7. Termination will be effective upon the expiration of such seven (7) day period or on such other date as mutually agreed by the parties. In the event the VILLAGE terminates this Agreement other than for breach hereof by the Consultant or for the reasons set forth in Sections 11.1 or 11.2, the VILLAGE agrees to pay the Consultant, and the Consultant agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation, plus the remaining unpaid portion of the Consultant's profit based on the portion of Services then performed to the total Services that would have been performed.

12.6 Stop Work Order. The VILLAGE may at any time, by delivering written notice to the Consultant (a "Stop Work Order"), require the Consultant to stop all or any part of the performance of Services required by this Agreement for a period of up to ninety (90) days after the Consultant receives a Stop Work Order. Upon receipt of the Stop Work Order, the Consultant will comply with its terms and take all reasonable steps to minimize costs for Services covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after the Consultant's receipt of a Stop Work Order, or within any extension of that period to which the Consultant and the VILLAGE have agreed in writing, the VILLAGE will either cancel the Stop Work Order, or terminate this Agreement pursuant to the terms hereof. Provided this Agreement has not theretofore been terminated, the Consultant will resume performance of Services upon cancellation or expiration of any Stop Work Order. An equitable adjustment will be made in the Contract Sum if the Stop Work Order causes a demonstrable increase in the time required for performance of the Services and/or in the Consultant's costs in performing such Services, as the case may be.

ARTICLE 13. GENERAL PROVISIONS

13.1 Contract Documents. Each of the following described documents (the "Contract Documents") (copies of which are attached hereto) is hereby incorporated herein and forms a part of this Agreement:

- This Agreement
- The Request for Proposal dated February 8, 2008 (herein included by reference under separate cover)
- The Proposal dated March 21, 2008, as it is responsive to the VILLAGE's requirements (herein included by reference under separate cover)
 - Scope of Services
 - Key Personnel
 - Fee Proposal
- Cost and Price Analysis
- All Certifications required by the Village
- Federal Certifications and Assurances
- Certificates of Insurance

13.2 Conflicts among Contract Documents. In the event of a conflict between the terms of this Agreement and the terms of any of the other Contract Documents, the terms of this Agreement will govern.

13.3 Amendments. This Agreement, including all Exhibits hereto and any addenda thereto, constitutes the entire Agreement between the Consultant and the VILLAGE. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. No modification, addition, deletion, etc., to this Agreement will be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

13.4 Assignment. This Agreement will be binding upon, and inure to the benefit of, the respective successors, assigns, heirs and personal representatives of the VILLAGE and the Consultant. The VILLAGE must approve any successor to the Consultant's rights under this Agreement in writing. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

13.5 Solicitation and Employment. The Consultant will not employ any person employed by the VILLAGE at any time during the term of this Agreement to perform any Services required by the terms of this Agreement. The Consultant will not solicit for employment any of the VILLAGE's employees during the term of this Agreement without the prior consent of the VILLAGE.

13.6 Governing Law. This Agreement will be interpreted under, and governed by, the laws of the State of Illinois. The Consultant agrees to exclusive jurisdiction of Illinois state and federal courts for the resolution of any dispute related to this Agreement.

13.7 Notices. All notices given under this Agreement will be in writing and will be deemed properly served if delivered in person to the individual to whom it is addressed or, 3 days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested, as follows:

If to the VILLAGE: Ms. Denise Domalewski
Contract Administrator
Village of Orland Park
address: 14700 S. Ravinia Ave.
Orland Park, Illinois 60462
phone: (708)-403-6173
fax: (708)-403-9212

Copy to Bob Sullivan, Director of Planning

If to the Consultant: Ms. Diane Gormely-Barnes
Project Manager
HNTB Corporation
address: 111 North Canal Street, Suite 1250

Chicago, Illinois 60606
phone: (312) 930-9119
fax: (312) 930-9063

The foregoing addresses may be changed from time to time by notice to the other party in the manner provided for herein.

13.8 Interpretations. The headings of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

13.9 Joint and Several Liability. In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation and undertaking of each such individual or other legal entity.

13.10 Severability. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

13.11 No Waiver. No course of dealing or failure of the VILLAGE and/or the Consultant to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates recited below.

HNTB Corporation

By

(Print

Name) TIMOTHY J. FAERBER

Title VICE PRESIDENT

Business

Entity CORPORATION

Village of Orland Park

By

NAME Paul G. Grimes

Title: Village Manager

Date:

9/18/08

(Corporation, Partnership, etc.)

Date: 9-8-08

Attest

By Diane L. See

Title Office Administration
manager

Attest

By David P. Maher, by Joseph A. Lombardi

Title: Village Clerk

SCOPE OF WORK

Phase 1: Situational Assessment

In this phase, the HNTB team will gain insight on the strengths and weaknesses of the corridor and its subareas. The objective will be to identify what is important the Steering Committee as a whole, as well as each of the five participating communities.

Task 1.1: Kickoff Meeting

The project team will meet with the Steering Committee to review overall project objectives, scope of services, coordination and other items to solidify expectations and efficiency in the project.

The agenda will include:

- Identification of consultant data needs, sources, and availability.
- Discussion of the project approach, schedule, and milestones.
- Discussion of expected tasks/deliverables.
- Receipt of information regarding the corridor including base maps (GIS, electronic, and others), previous plans and program plans, and other relevant information.
- Discussion of the public involvement program, including the identification of key stakeholders and the methods to be used to encourage and facilitate meaningful public involvement.
- Undertaking a brief issues and opportunities workshop for the corridor.

Outcome: Understanding and agreement on the approach and roles for successful completion of the project.

Task 1.2: Corridor User Analysis

In this step, the project team will develop insights with respect to how the community, the visitor, and those who live and work in the area understand and use the area. Interviews and focus groups will be held in varying locations, hosted by the corridor communities.

Stakeholder Interviews - These will be undertaken with selected persons and small groups over a two day period to obtain additional information regarding the local social, political and economic climate. Interviewees might include selected property owners, residents, and representatives from business, government, civic groups, and local lending institutions. Interviews will elicit views on market opportunities and development potentials as well as insights on community issues and opportunities.

Multi-modal Transportation Focus Group - The focus will be comprised of transportation interests in the corridor that uncover mobility and accessibility needs and opportunities within the corridor. While meeting the need of individual communities, opportunities for multimodal enhancements for cyclists, pedestrians, bus and auto travel will be the focus of this activity. Problem locations for traffic and safety will also be reviewed.

Urban Design and Wayfinding Focus Group - There are many ways the appearance and image of the corridor can be improved. While each community has a somewhat different character and planning vision for the 159th Street corridor, ways to help identify and brand the corridor as a whole will be explored. Examples of approaches used in other settings will be introduced to help stimulate thinking about what is possible for 159th Street. The session will also seek input on fundamental choices for corridor character as a beginning point for draft design principles.

Economic Development/Marketing Focus Group –

Much of the corridor has been committed to development, and participating communities have already have a good understanding of what they plan and expect along the corridor. This focus group will identify current and planned strategies to maximize economic development opportunities in the corridor. It will examine ways in which participating communities can work together to develop a corridor-wide branding and marketing strategy for broader economic attraction.

Task 1.3: Physical Conditions Assessment

We will undertake an inventory and survey of key existing conditions along the corridor.

- Review of current plans and proposals for land use, transportation, and urban design for all communities within the corridor and other agencies including RTA, Pace, IDOT and the SSMMA.
- With input from the focus group, documentation of urban design assets and issues throughout the corridor, including unique public, historic, visitor, tourist or other interest sites.
- With input from the focus group, documentation of right-of way conditions including roadway lane configurations and width, traffic control, speed limits, and bridges and other structures.
- A traffic conditions overview analysis (based on existing available data) which provides an understanding of lane capacity, accident locations, turning conditions and other factors that would influence access modifications along the corridor.
- Identification of pending development plans and proposals potentially influencing access patterns.
- Other relevant conditions and features, as appropriate.

Task 1.4: Economic Conditions and Marketing

This task will focus on the overall economic climate of the corridor. It will provide a brief assessment of current economic development initiatives, and an assessment of corridor strengths and weaknesses. The project team will review current available demographic, market, and related data to develop an understanding of the corridor and its subareas. The exercise will begin to develop and sift through market attraction and marketing ideas for the corridor. This exercise will begin to develop communications and branding strategy ideas for the corridor.

In addition, and working with the SSMMA and local communities in the corridor, an inventory of available economic development sites will also be identified and mapped.

Deliverable: A summary statement, consisting of text and graphics, which summarizes interviews and focus group outcomes, and highlights important physical, urban design, transportation and economic development considerations for the corridor (10 copies and PDF media format).

Task 1.5: Briefing and Corridor Open Houses

The project team will conduct a briefing with the Steering Committee to review the results of Phase 1 activities. Following review by the Steering Committee, the consulting team will make appropriate refinements and deliver 25 copies and a PDF copy of the documentation for broader distribution.

Working with the Steering Committee, the project team will facilitate two open houses hosted by corridor communities to review the results of the Situational Assessment. Steering Committee members and the consulting team will provide a brief presentation on the status of work to date. Attendees will be asked to record their ideas and reactions in several ways, including on working maps if desired.

At the close of the open house, the project team will convene with the Steering Committee for a short debriefing on the outcome of the meeting.

Outcome: Understanding and insight regarding public interests in the conservation, development and improvement of the 159th Street corridor.

Phase 2: Preliminary Corridor Plans and Ideas

This phase will explore alternative approaches to corridor improvement, development and conservation. The work will develop distinctly different yet relevant ideas and solutions to the issues, opportunities and needs raised in the previous phase. The conclusion of this step will result in a consensus on the preferences and direction of the planning program.

Task 2.1: Portfolio of Concept Plans and Improvement Strategies

In response to community input, the project team will prepare a range of physical improvement ideas and strategies. These will be prepared in a somewhat loose style and format at this stage. While work will be well organized and developed for public review, it will be conceptual in nature to encourage creative thinking and feedback from the community. Areas to be addressed include:

- Conceptual corridor branding, imaging, and communication concepts
- Corridor-wide wayfinding strategies
- Economic development strategies for the corridor and its subareas
- Considering work previously completed for the corridor, streetscape and gateway improvements including landscaping and lighting concepts
- Multimodal transportation improvement concepts building upon Illinois' Complete Streets and CSS approach
- General roadway and circulation improvements
- Implementation and funding considerations
- Other features and needs

In the early conceptualization of these ideas, the project team will meet with Pace, RTA, and IDOT to discuss preliminary traffic, transit, access and related improvements to ensure sound judgment in basic assumptions. The project team will also prepare the following, as appropriate, to effectively communicate planning concepts:

- Corridor plan views, cross sections and elevations
- Details of unique improvements and features, as necessary
- Perspective sketches of select areas which illustrate key ideas and concepts
- Preliminary order of magnitude costs

Materials will also be packaged in a 159th Street Concepts Portfolio which will include a brief description explaining the concepts. The portfolio is intended to provide a reproducible format for community distribution.

Deliverable: The 159th Street Concepts Portfolio (10 copies and PDF media format).

Task 2.2: Briefing, Open Houses and Electronic Polling

The project team will conduct another briefing with the Steering Committee to review the results of Phase 2 activities. Following review by the Steering Committee, the HNTB team will make appropriate refinements and deliver 25 copies and a PDF copy of the documentation for distribution.

HNTB will also provide five sets of up to five mountable prints which could be placed at various locations in the corridor to draw attention to the ideas and generate interest in the open house in the following work task.

Working with the Steering Committee, the project team will facilitate two open houses again hosted by two corridor communities to review the 159th Street Concepts Portfolio. Steering Committee members and the consulting team will provide a brief presentation of the concepts.

The project team will also use Virtual Streetscape as a means to help citizens understand what improvements may look like in context of the corridor. Virtual Streetscape is an HNTB proprietary technology tool that allows users to view specific types of improvements in key locations along the corridor. It will help users visualize just how alternative improvements may look, assisting the public in making more informed choices for the corridor.

At the conclusion of each meeting, we will make use of electronic key pad polling as a nominal voting tool to gain feedback and insights on attendee preferences among concepts and ideas offered. This tool is an excellent public opinion polling tool, and will provide the Steering Committee clear insight on public preferences. At the close of each open house, the project team will convene with the Steering Committee for a short debriefing on the outcome of the meeting.

Outcome: Understanding of corridor communities' insight and preferences for improvement, development and conservation along the corridor.

Phase 3: The 159th Street Improvement Portfolio

The project team will prepare a consensus concept plan and work with the project Steering Committee and the communities to arrive at an overall preferred improvement program for 159th Street.

Task 3.1: Develop the 159th Street Improvement Portfolio

The project team will document, expand and explain the preferred plan and program for the 159th Street Corridor. While the content would need to be directed by the outcome of the program, the following items, generally consistent with the RFP, will be included:

Vision, Goals and Design Principles - which will indicate the Steering Committee's priorities for development, improvement and conservation in the corridor.

Corridor Branding and Image - which will include a branding and identity scheme for the corridor and its subareas. Consideration for the development of thematic, branding our local history, characteristics, etc.

Multimodal Access and Circulation:

- All recommendations patterned around CSS and Complete Streets concepts for fully integrated improvement recommendations.
- Develop planning level recommendations for intersection and lane capacity enhancements.
- Develop a corridor-wide system of pedestrian, bicycle, transit and automotive access emphasizing multi-modal connections.
- Ensure recommendations are consistent with agency expectations (IDOT, Pace, and RTA).

Public Realm Urban Design and Corridor Enhancements:

- Open spaces, plazas, medians, greenways and other major green opportunities in the corridor will be documented.
- Principles and techniques for sustainable development will be discussed.

- Urban design features including gateways, public art and related improvements will be documented.
- Wayfinding will include branding, identity features, and a wayfinding structure including key destinations and directional locations building upon the design vocabulary developed by the SSMMA for the I-80 corridor will be utilized.

Economic Development Initiatives:

- Develop a palette of corridor-wide features and attractions to incorporate into a marketing campaign.
- Integrate wayfinding elements as trail blazers to key corridor destinations.
- Identify major development/redevelopment objectives (i.e Oak Forest Hospital and other issues) and prepare a positioning strategies for implementation. Develop a joint marketing strategy, working with SSMMA and other local economic development agencies.

Implementation and Program Funding:

- Develop a phasing and implementation strategy for corridor improvements.
- Identify local resources available for implementation. Seek to use local funding to leverage/initiate state and other funding.
- Identify intergovernmental strategies/partnerships required for implementation.

Deliverable: A complete draft of the 159th Street Improvement Portfolio (10 print copies and PDF media format).

Task 3.2: Open Houses and Acceptance

HNTB will conduct a briefing with the Steering Committee to review the draft portfolio, and will make appropriate refinements. With our assistance, the Steering Committee will also review a draft letter seeking acknowledgement and support for the program from participating communities in the form of a resolution. This action will not only provide an obvious formal endorsement of the program, but will be instrumental in securing funding for implementation.

Working with the Steering Committee, the project team will facilitate two open houses hosted by corridor communities to review the 159th Street Improvement Portfolio. Steering Committee members and the consulting team will provide a brief presentation of the draft, and feedback will be recorded through various means.

The project team will record the results of the open houses and meet with the Steering Committee in a follow-up meeting to identify any final refinements to the Portfolio.

Deliverable: Final 159th Street Improvement Portfolio (25 print copies, PDF media format, and original digital formats).

Diane - to the degree these items are not covered in contract, we need to include them here

GENERAL DUTIES OF THE OWNER

The Owner agrees to provide HNTB with complete information concerning the requirements of the Project and to perform as follows:

- Arrange for meeting space, invitations and arrangements for key person interviews, focus groups and public meetings.
- Review materials submitted by HNTB within 15 days unless otherwise agreed to by both parties.
- Provide meeting venue and appropriate local representatives for review and discussion of scope of work items.
- Provide adequate time for revision of draft concept plans and preparation of materials prior to public presentation of concepts.
- Make available such studies, reports, permits, applications, drawings, and plans pertaining to the comprehensive plan and development ordinances.
- Give thorough consideration to all reports, sketches, drawings, plans, proposals, and other documents presented by HNTB, and inform HNTB of all decisions within a reasonable time so as not to delay the work of HNTB.
- Upon notice, promptly inform HNTB of any changes or defects in the project.

Cost and Price Analysis - Professional Services Contracts				
Form 4400-EXHIBIT-G				
Name and Address of Offeror		Title of Project		
HNTB Corporation 111 N. Canal Suite 1250 Chicago, IL 60606		159th Street Corridor Plan		
Detail Description	Estimated Hours	Rate/Hour	Total Estimate Cost (dollars)	
1. Direct Labor (specify)				
Phil Hanegraaf, AICP	114	79.76	9,092.64	
Diane Gormely-Barnes, AIA, AICP	340	45.44	15,449.60	
Julia Suprock	206	31.28	6,443.68	
Alexia Paul, RLA	114	42.80	4,879.20	
Jonathan Smith	504	19.28	9,717.12	
Donald Wittmer, PE	122	58.72	7,163.84	
Lora Supencheck	194	30.16	5,851.04	
Jodi Wolfe	76	28.72	2,182.72	
Total Hours	1670			
Total Direct Labor			60,779.84	
2. Burden	Burden Rate	X Base =	Burden (\$)	
	152.28%	\$ 60,780	\$ 92,556	
Total Burden				92,555.54
3. Direct Material				
Reproduction / Plotting / Printing				7,231.08
Total Material				7231.08
4. Special Testing				
Total Special Testing				0.00
5. Special Equipment (Exhibit B)				0.00
6. Travel (direct charge)				
a. Transportation			\$ 2,000.00	
b. Per Diem or Subsistence			\$ -	
Total Travel				2000.00
7. Consultants (identify-purpose-rate)				
Total Consultants				0.00
8. Subcontracts (Exhibit A)				22,100.00
9. Other Direct Costs (Exhibit B)				0.00
Total Direct Cost and Burden				184,666.46
11. General and Administrative Expense	0.00%		60,779.84	0.00
Total Estimated Cost				184,666.46
13. Fixed Fee or Profit	10%		153,335.38	15,333.54
Total Estimated Cost and Fixed Fee				200,000.00

A. Government Audit Performed (Audit)	Date of Audit (Date)	Accounting Period Covered (Year)
B. Name and Address of Government Agency making Audit (Company) for (Agency) (Location)		C. Do your Contracts Provide Negotiated Overhead Rates? ☐ No ☒ Yes <i>Negotiated and actual are based on audit.</i>

[illegible]

16. Exhibit A - Subcontract Information			
Name and Address of Subcontractor (s)	Subcontracted Work	Subcontract	
		Type	Amount
Goodman Williams Group	Market Assessment	LS	\$ 8,000
Cathy Maloney	Market Research	LS	\$ 8,000
All Together Planning	Public Meeting Assistance / Technology	LS	\$ 6,100

[illegible]

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents (a) that he ☐ has ☒ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he ☐ has ☒ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage, or brokerage fee, contingent upon resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.

Vice President

3-18-08

1,000
and Title of Authorized Representative
Timothy J. Tucker

Table A
159th Street Corridor Plan
Level of Effort and Cost Summary

HNTB Person Name/ Title	Estimated Hours						Direct Rate/Hours (G)	Total Estimated Cost (dollars)
	Task 1 (A)	Task 2 (B)	Task 3 (C)	Task 4 (D)	Task 5 (E)	Total Hours F=(A+B+C+D+E)		
Phil Hanegraaf	46	32	36			114	\$221.33	\$ 25,231.62
Diane Gormely-Barnes	100	122	118			340	\$126.10	\$ 42,874.00
Julia Suprock	90	58	58			206	\$86.80	\$ 17,880.80
Alexia Paul	32	52	30			114	\$118.77	\$ 13,539.78
Jonathan Smith	122	172	210			504	\$53.50	\$ 26,964.00
Donald Wittmer	48	44	30			122	\$162.95	\$ 19,879.90
Lora Supencheck	72	60	62			194	\$83.70	\$ 16,237.80
Jodi Wolfe	-	46	30			76	\$79.70	\$ 6,057.20
Total Hours	510	586	574	-	-	1,670		\$ 168,665.10

Total Labor Cost * \$ 168,665.10
Other Direct Costs \$ 9,234.90
Total Cost \$ 177,900.00

Goodman Williams Group Person Name/ Title	Estimated Hours						Direct Rate/Hours (G)	Total Estimated Cost (dollars)
	Task 1 (A)	Task 2 (B)	Task 3 (C)	Task 4 (D)	Task 5 (E)	Total Hours F=(A+B+C+D+E)		
Linda Goodman	19	12				31	180.00	\$ 5,580.00
Associate	24					24	90.00	\$ 2,160.00
Total Hours	43	12	-	-	-	55		\$ 7,740.00

Total Labor Cost * \$ 7,740.00
Other Direct Costs \$ 260.00
Total Cost \$ 8,000.00

Cathy Maloney Person Name/ Title	Estimated Hours						Direct Rate/Hours (G)	Total Estimated Cost (dollars)
	Task 1 (A)	Task 2 (B)	Task 3 (C)	Task 4 (D)	Task 5 (E)	Total Hours F=(A+B+C+D+E)		
Cathy Maloney	31	12				43	180.00	\$ 7,740.00
Total Hours	31	12	-	-	-	43		\$ 7,740.00

Total Labor Cost * \$ 7,740.00
Other Direct Costs \$ 260.00
Total Cost \$ 8,000.00

All Together Planning Person Name/ Title	Estimated Hours						Direct Rate/Hours (G)	Total Estimated Cost (dollars)
	Task 1 (A)	Task 2 (B)	Task 3 (C)	Task 4 (D)	Task 5 (E)	Total Hours F=(A+B+C+D+E)		
Daniel Clark		40				40	100.00	\$ 4,000.00
Total Hours	-	40	-	-	-	40		\$ 4,000.00

Total Labor Cost * \$ 4,000.00
Other Direct Costs \$ 2,100.00
Total Cost \$ 6,100.00

Total Hours for All Firms 1,808
Total Cost for All Firms \$ 200,000.00

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

 X Corporation: State of incorporation:
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

 HNTB Corporation
Business Name

(Corporate Seal)

 Timothy J. Faerber
Signature

 Timothy J. Faerber

Print or type name

 Vice President
Title

 March 12, 2008

Date

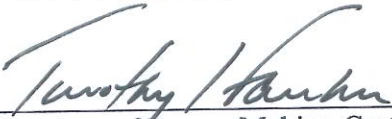


**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

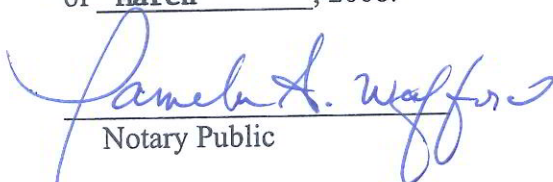
I, Timothy J. Faerber, being first duly sworn
certify and say that I am Vice President
(insert "sole owner," "partner," "president," or other proper title)

of HNTB Corporation, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either
Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-
rigging" or "bid-rotating" of any state or of the United States.

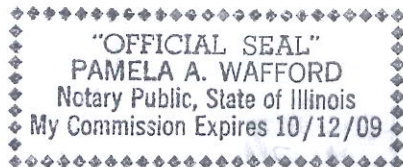


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 12th Day
of March, 2008.



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

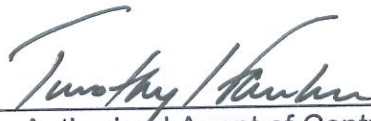
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Timothy J. Faerber, having submitted a proposal for
(Name)

HNTB Corporation

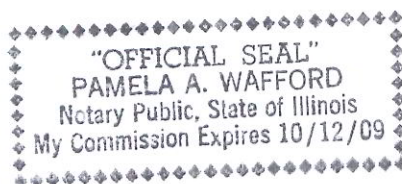
(Name of Contractor)

for 159th Corridor Proposal - Orland Pk, IL (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and sworn to before
me this 12th day of March, 2008.

Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: Timothy J. Faerber Timothy J. Faerber
Vice President

ATTEST: Pamela A. Wafford

DATE: March 12, 2008

TAX CERTIFICATION

I, Timothy J. Faerber, having been first duly sworn
depose and state as follows:

I, Timothy J. Faerber, am the duly authorized
agent for HNTB Corporation, which
has submitted a proposal to the Village of Orland Park for
159th Corridor Proposal and I hereby certify
(Name of Project)

that HNTB Corporation is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

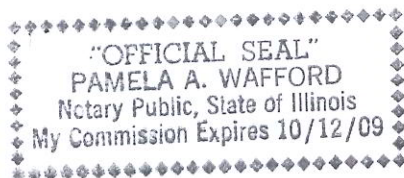
a. it is contesting its liability for the tax or the amount of tax in
accordance with procedures established by the appropriate
Revenue Act; or

b. it has entered into an agreement with the Department of
Revenue for payment of all taxes due and is currently in
compliance with that agreement.

By: Timothy J. Faerber

Title: Vice President

Subscribed and Sworn to
Before me this 12th
Day of March, 2008



REFERENCES

(Please type)

ORGANIZATION City of Oak Forest

ADDRESS 15440 S. Central Avenue

CITY, STATE, ZIP Oak Forest, IL 60452

PHONE NUMBER 708-444-4802

CONTACT PERSON Steven Jones, City Administrator

DATE OF PROJECT completed February 2008

ORGANIZATION Village of Tinley Park

ADDRESS 16250 S. Oak Park Avenue

CITY, STATE, ZIP Tinley Park, IL 60477

PHONE NUMBER 708-444-5000

CONTACT PERSON Scott Niehaus, Village Manager

DATE OF PROJECT current

ORGANIZATION City of Elmhurst

ADDRESS 209 N. York Street

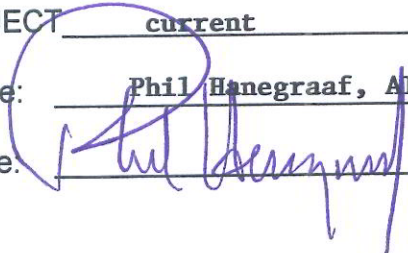
CITY, STATE, ZIP Elmhurst, IL 60126

PHONE NUMBER 630-530-6016

CONTACT PERSON John Said, Planning Director

DATE OF PROJECT current

Proposer's Name: Phil Hanegraaf, AICP

Signature & Date:  March 18, 2008

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

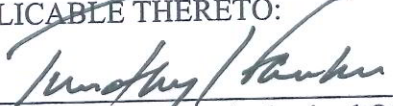
The Vendor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency (are not listed on the EPLS website www.EPLS.gov).
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Vendor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Vendor further agrees and warrants to the City that Vendor will not enter into any third party contract or subcontract for work on the Project in excess of \$100,000 unless and until such subcontractor provides a written certification to Vendor in the form set forth above, and also agrees to require such certification in all sub-subcontracts and agreements.

THE VENDOR, HNTB Corporation,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS
OR THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND
UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET. SEQ.* ARE
APPLICABLE THERETO:

 March 12, 2008
Signature of Vendor's Authorized Official Date

Timothy J. Faerber
Typed Name and Title of Vendor's Authorized Official

NONCOLLUSION AFFIDAVIT

IMPORTANT: This affidavit must be properly completed and submitted with all bids

STATE OF Illinois
COUNTY OF Cook

Timothy J. Faerber, being first duly sworn, deposes and says that he is
(Enter name of person making affidavit)
Vice President of
(Enter "Sole Owner", "A Partner", "President", or other proper title)
HNTB Corporation, the bidder submitting this proposal;
(Enter name of firm)

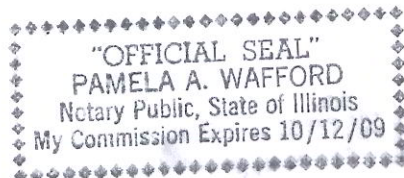
that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the _____ or of any bidder or anyone else interested in the proposed contract.

Timothy J. Faerber
(Signature of person making affidavit)

SUBSCRIBED AND SWORN TO BEFORE _____, this

12th day of March, 20 08

Pamela A. Wafford
Notary Public



CERTIFICATION REGARDING LOBBYING

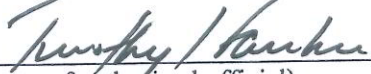
This Certification is required to be completed and returned with the solicitation if the offer EXCEEDS \$100,000. Failure to return this Certification with the solicitation may result in a determination that the offer is non-responsive or unacceptable.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, relative to this Agreement and the extension, continuation, renewal, amendment, or modification of this Agreement, grant, loan or cooperative agreement related to this Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, loans, and cooperative agreements related to this Agreement, and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 12th day of March, 20 08

By 
(Signature of authorized official)

Timothy J. Faerber

Print/Type Name

Vice President

Title of authorized official

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit \$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate

Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

\$1,000,000 - Per Claim \$2,000,000 - Aggregate

Claims Made Form, Indicate Retroactive Date & Deductible

- Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "Illinois Department of Transportation (IDOT) and The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis.
- The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face.
- Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village.
- Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide.
- Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 12th DAY OF March, 2008

Signature

Timothy J. Faerber, Vice President
Printed Name & Title

Authorized to execute agreements for:

HNTB Corporation
Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2008

PRODUCER

Helmsman Insurance Agency, Inc.
P.O. Box 95401
Hoffman Estates, IL 60195-5401

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURED

HNTB Corporation
111 North Canal Street, Suite 1250
Chicago, IL 60606-7252

INSURER A: American Guarantee & Liability Insurance Co.

26247

INSURER B: Liberty Mutual Fire Insurance Company

23035

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B			GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	TB2-141-433035-217	12/1/07	12/1/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B			AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	AS2-141-433035-207	12/1/07	12/1/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A			EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC9307638-05	12/1/07	12/1/08	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WA2-14D-433035-668 WA Policy deductible endorsement with \$250,000 deductible per occurrence/claims (disease) with the provision that Liberty Mutual will (may) advance payment of the deductible amount	1/1/08	1/1/09	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

HNTB Job 47047; Illinois Tomorrow 159th Street Corridor. Additional Insured: Illinois Department of Transportation and The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as respects general liability and automobile liability, subject to the terms and conditions of the policy and, where required by written contract, shall be considered primary insurance as respects the Additional insured, and any other insurance or self-insurance maintained by the Additional Insured shall be excess of this insurance and shall not contribute with it. Waiver of subrogation in favor of Illinois Department of Transportation and The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as respects general liability and workers compensation, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE THE CERTIFICATE HOLDER BY FIRST CLASS MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY THE FIRST CLASS MAIL.

REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Dickson Mercer

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
9/4/2008

PRODUCER

Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906
(816) 960-9000THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

HNTB Corporation
111 North Canal Street, Suite 1250
Chicago, IL 60606-7252

INSURER A: Lexington Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXXXXXX MED EXP (Any one person) \$ XXXXXXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXXXXXX GENERAL AGGREGATE \$ XXXXXXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXXXXXX
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXXXXXX
	GARAGE LIABILITY ☐ ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXXXXXX OTHER THAN EA ACC \$ XXXXXXXXXXXX AUTO ONLY: AGG \$ XXXXXXXXXXXX
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXXXXXX AGGREGATE \$ XXXXXXXXXXXX \$ XXXXXXXXXXXX \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ XXXXXXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXXXXXX
A	OTHER PROFESSIONAL LIABILITY	1205866	5/1/08	5/1/09	\$2,000,000 per claim & the annual aggregate for all projects

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

HNTB Job 47047; Illinois Tomorrow 159th Street Corridor

CERTIFICATE HOLDER

Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ~~ADVISE~~ MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL TO THE ADDRESS~~
~~IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR~~
~~REPRESENTATIVES~~

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: SEE ATTACHED SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Conditions (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following"

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. TB2-141-433035-217

Audit Basis

Issued To

Dexter R. Jagg
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 12

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

No Charge

Schedule

Blanket Waiver

This endorsement is executed by the Liberty Mutual Fire Insurance Company

16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA2 - 14D - 433035 - 668

Countersigned by _____

Authorized Representative

End. Serial No. 17

WC 00 03 13

Ed. 4/1/1984

Copyright 1983 National Council on Compensation Insurance.

ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

WHERE REQUIRED BY CONTRACT

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, or, if no person or organization is shown in the Schedule, then any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

- (a) the "bodily injury", "property damage", "personal injury" or advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the "Additional Insured."

The coverage afforded to the Additional Insured is limited to liability incurred as a result of some negligent act or omission of the Named Insured, its employees, agents, or subcontractors in the conduct of the Named Insured's ongoing operations.

If the written agreement to procure additional insured coverage requires that the insurance provided for the Additional Insured be broader than as provided by the preceding paragraph, then the coverage for the Additional Insured shall conform to that contract; provided, however, that in no event shall the coverage for the Additional Insured under this or the preceding paragraph apply to liability that does not arise out of "your work" performed for that Additional Insured by you under the terms of the written agreement.

The coverage provided to the Additional Insured by this endorsement shall not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy.

If a contract with the Named Insured requires that the insurance provided for the Additional Insured be primary concurrent or primary non-contributory, then the coverage provided to the

Additional Insured under this endorsement shall conform to that contract. However, this insurance will conform to that contract only to the extent that the contract requires this insurance to be primary in comparison to the Additional Insured's own policy or policies; in no event shall a contract with the named Insured operate to require this insurance to contribute with other additional insured coverage available to the Additional Insured, and this insurance shall be excess over any such other insurance, whether on an excess, contingent or primary basis.

To the extent that the Additional Insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the Additional Insured.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-141-433035-217

Audit Basis

Issued To

Dexter R. Lapp
SECRETARY

Edward F. Kelly
PRESIDENT

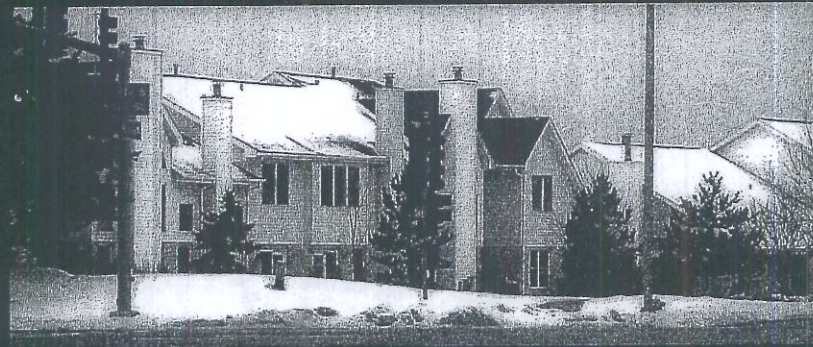
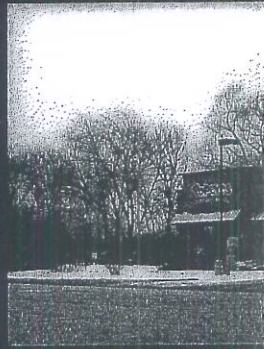
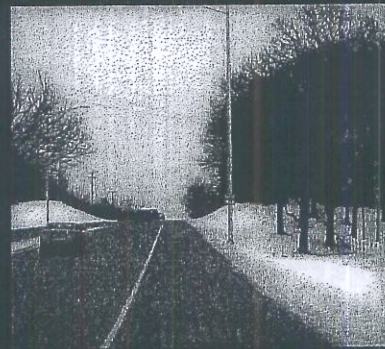
Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 15



Proposal
 Illinois Tomorrow 159th Street Corridor Plan - RFP

Submitted to:
 Village Clerk's Office
 Village of Orland Park
 14700 S. Ravinia Avenue
 Orland Park, Illinois 60462

Submitted by:
 HNTB Corporation
 111 North Canal Street, Suite 200
 Chicago, Illinois 60606

Ms. Diane Gormely-Barney
 (312) 930-9119

March 21, 2008



March 21, 2008

Mr. Bob Sullivan
Community Development Director
c/o Village Clerk's Office
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

RE: Proposal to Provide Illinois Tomorrow 159th Street Corridor Plan

Dear Mr. Sullivan:

HNTB offers a unique multidiscipline structure and approach to the important task of creating a corridor plan for this area. With a project team that offers the expertise to provide meaningful guidance to the planning process, as well as creative design and implementation strategies that are closely tailored to local priorities, HNTB offers you the right team for your planning project. HNTB has no conflict of interest with regard to any other work performed by the firm for the Village of Orland Park. We understand the work to be done, and are committed to performing the work within the established period of time. We believe the HNTB team is the best qualified firm for the project because we offer these three key benefits:

- **Community and Study Area Familiarity.** HNTB is already aware of many of the needs and potentials within the 159th Street Corridor. We have conducted a preliminary reconnaissance of the area and have held meetings with community planning staff to understand the needs of the upcoming project. This advance work will allow us to start the assignment quickly. We have recently completed a comprehensive plan update for Oak Forest and are currently working on a Re-Use Study for State-Owned Property in Tinley Park — both communities that are part of this corridor. Phil Hanegraaf and Diane Gormely-Barnes, our project management team, provided leadership on both of these planning efforts for HNTB. *From this past and current work, we have familiarized ourselves with the area and the unique visions and key concerns of these participating communities.*
- **Multidiscipline Expertise.** HNTB brings to your project the talent and expertise of planning, urban design, wayfinding, economic development, marketing, public involvement, traffic and roadway design professionals. Our team has extensive experience providing cost-effective and timely design and implementation solutions throughout the region. Diane and Phil have successfully managed many planning projects in the Chicago area since establishing a planning and urban design practice at HNTB six years ago, and have also worked with the key personnel included on our project team on a variety of projects in the recent past — many of which are described in the Similar Experience section of the proposal. *Our multidiscipline team is experienced, committed, and locally available – we will focus on successful delivery of your project.*



In the Technical Proposal section of this submittal, you will find our project understanding, approach and proposed scope of work. Also included are recent HNTB projects that have similar components to the 159th Street Corridor Plan as well as an organization chart illustrating key personnel followed by resumes.

- Institutional uses are found along 159th Street in each community, from schools and churches to new facilities such as the Orland Park Sportsplex. Near the eastern end of the corridor, Cook County's Oak Forest Hospital campus is a major facility that may redevelop at some point in the future, in whole or in part, presenting a significant opportunity to redefine a key gateway site on the 159th Street Corridor.
- **Open spaces and natural features along the corridor provide a counterpoint to development,** and should be sensitively addressed in the planning process. From large tracts of Cook County Forest Preserve on the eastern end of the corridor to the rolling terrain, waterways and stands of mature trees found in Homer Glen on the western end, enhancement of and connection to these natural areas will be a key planning consideration.
- **From the pending impacts of the new interchange with I-355 to pockets of existing congestion along developed portions of the corridor,** issues of vehicle circulation and access will need to be addressed. Pending IDOT studies and investment in roadway capacity improvements will need to address local community concerns regarding pedestrian and bicycle mobility and safety for corridor residents, employees and shoppers.
- 159th Street will be one of the first opportunities for IDOT to implement a "Complete Streets" concept as enhancements are undertaken; this planning process will be instrumental in identifying preferred local solutions for multi-modal access in the corridor. This should include access for Pace bus riders and the potential for "park-and-ride" facilities in the corridor.

- Given the varied nature of development in the 159th Street Corridor, a key question to address in the planning process will be how to **establish a coherent identity or "brand" for the corridor** that will result in an improved business climate and synergy in marketing efforts, along with strategies to build upon and enhance individual market niches along the corridor.

PROJECT APPROACH

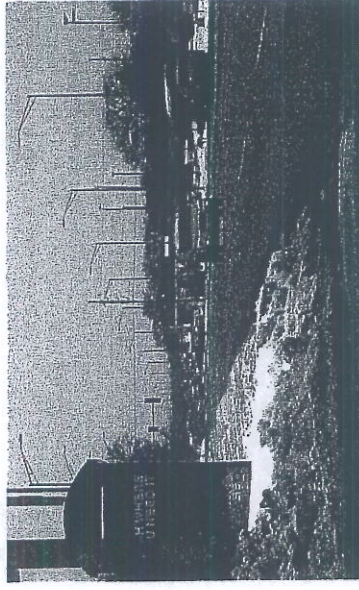
The HNTB team's proposed approach to addressing the many planning issues present in the corridor involves collecting focused input from community stakeholders, thoroughly assessing physical and economic conditions, identifying marketing strategies, encouraging an open dialogue about planning concepts, and building a strong consensus focused on implementation.

Preliminary Community Input

Interviews with key stakeholders and topic-specific focus groups will be held with representatives of all communities along the corridor, to gain an early understanding of the key issues the corridor planning process must address. This early feedback will allow the physical and economic conditions assessments undertaken by the team to be as productive as possible.

Conditions Assessment

Land use patterns, key opportunity sites and other areas subject to change, the current transportation network, existing urban design features and natural resources will all be documented in a primarily graphic format to aid in establishing a common base of understanding of corridor-wide issues by the Steering Committee and communities at large.



Older commercial uses along the Corridor may be subject to change, with the challenge of constrained parcel sizes.



Newer and large scale development is present along the Corridor – primarily in Orland Park and Tinley Park, with a few remaining sites available.

4.a. Project Understanding, Approach and Scope of Work

Preliminarily, the agenda will include:

- Identification of consultant data needs, sources, and availability.
- Discussion of the project approach, schedule, and milestones.
- Discussion of expected tasks/deliverables.
- Receipt of information regarding the corridor including base maps (GIS, electronic, and others), previous plans and program plans, and other relevant information.
- Discussion of the public involvement program, including the identification of key stakeholders and the methods to be used to encourage and facilitate meaningful public involvement.
- Undertaking a brief issues and opportunities workshop for the corridor.

Outcome: Understanding and agreement on the approach and roles for successful completion of the project.

Task 1.2: Corridor User Analysis

In this step, the project team will develop strong insights with respect to how the community, the visitor, and those who live and work in the area understand and use the area. Interviews and focus groups will be held in varying locations, hosted by the corridor communities.

- **Stakeholder Interviews** – These will be undertaken with selected persons and small groups over a two day period to obtain additional information regarding the local social, political and economic climate. Interviewees might include selected property owners, residents, and representatives

from business, government, civic groups, and local lending institutions. Interviews will elicit views on market opportunities and development potentials as well as insights on community issues and opportunities.

- **Multi-modal Transportation Focus Group** – The focus will be comprised of transportation interests in the corridor that uncover mobility and accessibility needs and opportunities within the corridor. While meeting the need of individual communities, opportunities for multimodal enhancements for cyclists, pedestrians, bus and auto travel will be the focus of this activity. Problem locations for traffic and safety will also be reviewed.

- **Urban Design and Wayfinding Focus Group** – There are many ways the appearance and image of the corridor can be improved. While each community has a somewhat different character and planning vision for the 159th Street corridor, ways to help identify and brand the corridor as a whole will be explored. Examples of approaches used in other settings will be introduced to help stimulate thinking about what is possible for 159th Street. The session will also seek input on fundamental choices for corridor character as a beginning point for draft design principles.

- **Economic Development/Marketing Focus Group** – Much of the corridor has been committed to development, and participating communities have already have a good understanding of what they plan and expect along the corridor. This focus group will identify current and planned strategies to maximize economic development opportunities in the corridor. It will examine ways in which

4.a. Project Understanding, Approach and Scope of Work

At the close of the open house, the project team will convene with the Steering Committee for a short debriefing on the outcome of the meeting.

Outcome: Understanding and insight regarding public interests in the conservation, development and improvement of the 159th Street corridor.

Phase 2: Preliminary Corridor Plans and Ideas
This phase will explore alternative approaches to corridor improvement, development and conservation. The work will develop distinctly different yet relevant ideas and solutions to the issues, opportunities and needs raised in the previous phase. The conclusion of this step will result in a consensus on the preferences and direction of the planning program.

Task 2.1: Portfolio of Concept Plans and Improvement Strategies

In response to community input, the project team will prepare a range of physical improvement ideas and strategies. These will be prepared in a somewhat loose style and format at this stage. While work will be well organized and developed for public review, it will be conceptual in nature to encourage creative thinking and feedback from the community. Areas to be addressed include:

- Conceptual corridor branding, imaging, and communication concepts
- Corridor-wide wayfinding strategies
- Economic development strategies for the corridor and its subareas
- Considering work previously completed for the corridor, streetscape and gateway improvements including landscaping and lighting concepts

- Multimodal transportation improvement concepts building upon Illinois' Complete Streets and CSS approach

- General roadway and circulation improvements
- Implementation and funding considerations
- Other features and needs

In the early conceptualization of these ideas, the project team will meet with Pace, RTA, and IDOT to discuss preliminary traffic, transit, access and related improvements to ensure sound judgment in basic assumptions.

The project team will also prepare the following, as appropriate, to effectively communicate planning concepts:

1. Corridor plan views, cross sections and elevations
2. Details of unique improvements and features, as necessary
3. Perspective sketches of select areas which illustrate key ideas and concepts
4. Preliminary order of magnitude costs

Materials will also be packaged in a 159th Street Concepts Portfolio which will include a brief description explaining the concepts. The portfolio is intended to provide a reproducible format for community distribution.

Deliverable: The 159th Street Concepts Portfolio (10 copies and PDF media format).

Task 2.2: Briefing, Open Houses and Electronic Polling
The project team will conduct another briefing with the Steering Committee to review the results of

4.a. Project Understanding, Approach and Scope of Work

- Develop a corridor-wide system of pedestrian, bicycle, transit and automotive access emphasizing multi-modal connections.
- Ensure recommendations are consistent with agency expectations (IDOT, Pace, and RTA).
- **Public Realm Urban Design and Corridor Enhancements:**
 - Open spaces, plazas, medians, greenways and other major green opportunities in the corridor will be documented.
 - Principles and techniques for sustainable development will be discussed.
 - Urban design features including gateways, public art and related improvements will be documented.
 - Wayfinding will include branding, identity features, and a wayfinding structure including key destinations and directional locations building upon the design vocabulary developed by the SSMMA for the I-80 corridor will be utilized.
- **Economic Development Initiatives:**
 - Develop a palette of corridor-wide features and attractions to incorporate into a marketing campaign.
 - Integrate wayfinding elements as trail blazers to key corridor destinations.
 - Identify major development/redevelopment objectives (i.e Oak Forest Hospital and other issues) and prepare a positioning strategies for implementation. Develop a joint marketing strategy, working with SSMMA and other local economic development agencies.
- **Implementation and Program Funding:**
 - Develop a phasing and implementation strategy for corridor improvements.

- Identify local resources available for implementation. Seek to use local funding to leverage/initiate state and other funding.

- Identify intergovernmental strategies/partnerships required for implementation.

Deliverable: A complete draft of the 159th Street Improvement Portfolio (10 print copies and PDF media format).

Task 3.2: Open Houses and Acceptance

HNTB will conduct a briefing with the Steering Committee to review the draft portfolio, and will make appropriate refinements. With our assistance, the Steering Committee will also review a draft letter seeking acknowledgement and support for the program from participating communities in the form of a resolution. This action will not only provide an obvious formal endorsement of the program, but will be instrumental in securing funding for implementation.

Working with the Steering Committee, the project team will facilitate two open houses hosted by corridor communities to review the 159th Street Improvement Portfolio. Steering Committee members and the consulting team will provide a brief presentation of the draft, and feedback will be recorded through various means.

The project team will record the results of the open houses and meet with the Steering Committee in a follow-up meeting to identify any final refinements to the Portfolio.

Deliverable: Final 159th Street Improvement Portfolio (25 print copies, PDF media format, and original digital formats as appropriate).

4.b. SIMILAR PROJECTS

HNTB CORPORATION

Founded in 1914, HNTB is one of the largest multidiscipline consulting firms in the United States, providing comprehensive planning, urban design, landscape architecture and engineering services to public and private clients. The firm employs more than 3,400 professionals in 60 locations nationwide, including more than 110 professionals in Chicago. HNTB maintains independent offices, through which we offer clients locally personalized services, while providing the skills and talents of a national base of expertise. This allows each office to serve its immediate locale with the flexibility and sense of personal involvement of a small organization, yet makes sure that the professional skills, facilities and manpower in each discipline are readily available.

From our Chicago office, HNTB delivers creative, innovative solutions to our clients. With a multidiscipline staff, we listen to your needs and draw upon past experience to provide localized, timely and cost-effective services. We are proud of our open lines of communication with our clients and the hands-on, localized services we provide.

SIMILAR EXPERIENCE

To manage your project in a cost-effective and efficient manner, extensive experience with similar projects is required.

Our team has the expertise and experience necessary to successfully deliver your project. We have managed large scale, complex redevelopment projects, including streetscape projects as well as a full range of commercial corridor plans. Urban design and streetscape concept design is an integral component of virtually all of our planning and design assignments. HNTB staff have been integral to the development of Federal Highway Administration CSS guidelines at the national level, demonstrating HNTB's industry leadership in promoting context-sensitive transportation planning and design.

The following project summaries showcase our varied experience.

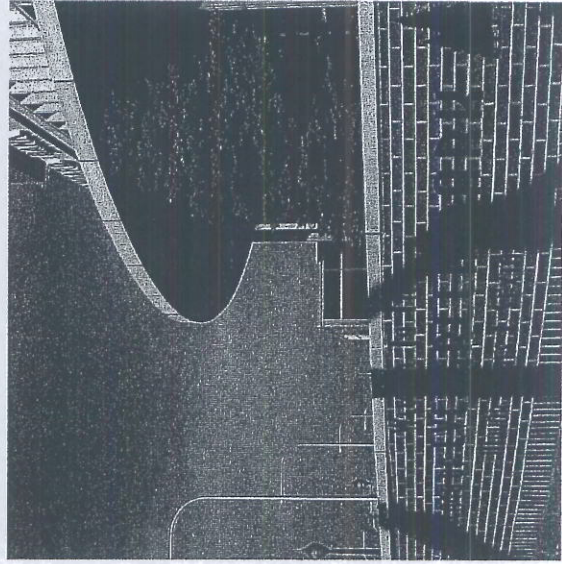
95th STREET EVERGREEN PARK

Evergreen Park, IL

HNTB assisted the Village of Evergreen Park in preparing a new streetscape design plan for the 95th Street corridor. The two-mile commercial corridor traversed several different community areas, including institutional, downtown and strip retail commercial areas.

The plan included strategies for streetscape design unique to each of the corridor areas. The process involved the chamber of commerce and other community interests and organizations. The design approach sought to express community history as well as minimize the barrier 95th Street creates between the northern and southern portions of the village.

The corridor was divided into several design segments and HNTB developed alternatives for landscape, paving, lighting concepts, signage, cost implications and phasing for the corridor improvements.



Client Reference
James Sexton, Mayor
Village of Evergreen Park
9418 South Kedzie Avenue
Evergreen Park, IL 60805
(708) 422-1551

Completion Date
2006

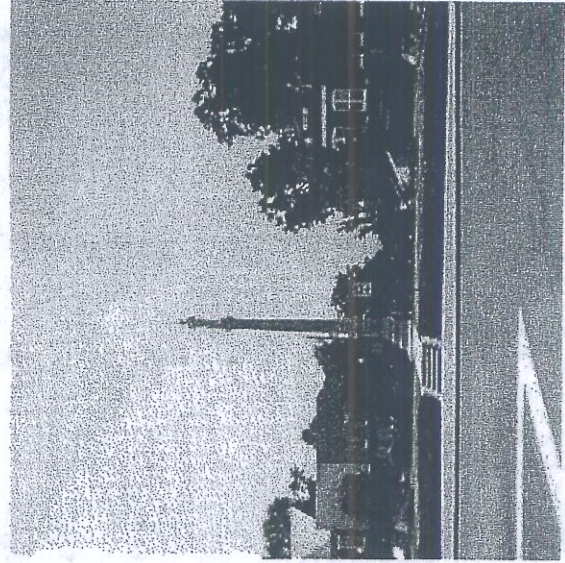
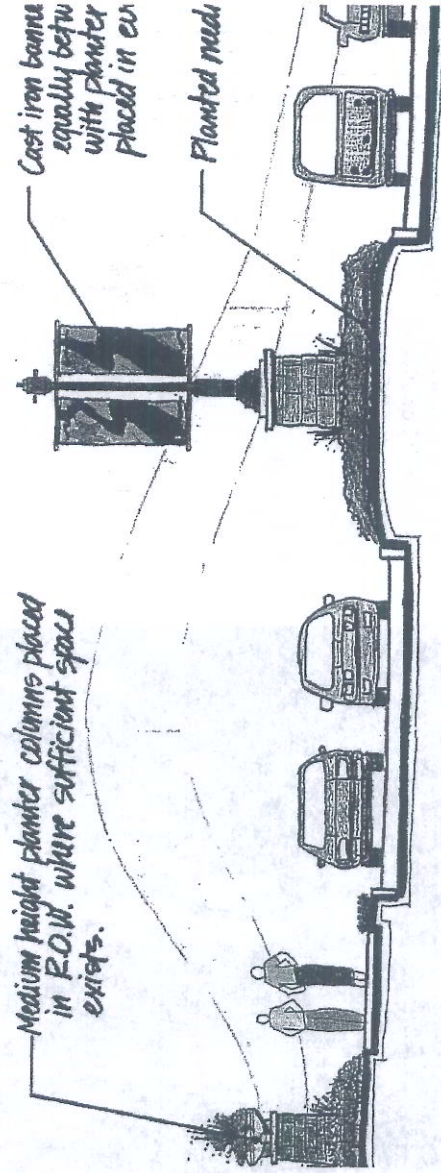
FRANKLIN ROADWAY AND GATEWAY ENHANCEMENT MASTER PLAN

Franklin, TN

HNTB developed the Master Plan of three gateway entry corridors into this fast growing historic community. The end result of a planning process that included gathering background material, documenting roadway elements, and touring priority roadways, is a project that outlines architectural treatments to demonstrate how the gateway elements and themes could be utilized to create a uniform and cohesive identity.

The recommendations made for landscape and gateway enhancements reflect the unique cultural and historic character of the community. Community participation was an integral component. Questionnaires and an open discussion about the City's community character and theme helped to facilitate an understanding of the community's needs and preferences.

The key goals and objectives of the design process included developing an overall theme for the community, establishing right-of-way design guidelines, and developing materials to be used on future roadway enhancement projects. Design elements included monumental gateways at the interstate and key intersections, ornamental lighting, banners and large planter pots. Aesthetic appeal included the addition of natural stone and wrought-iron detailing on many of the design elements. It was paramount that the solution be modern, yet respectful of the ideals of the historic corridors. Each solution developed allowed modern interpretation without compromising the historic character and original design of the roadways.



Client Reference
David Parker
City of Franklin
P.O. Box 305
Franklin, TN 37065
(615) 791-3202

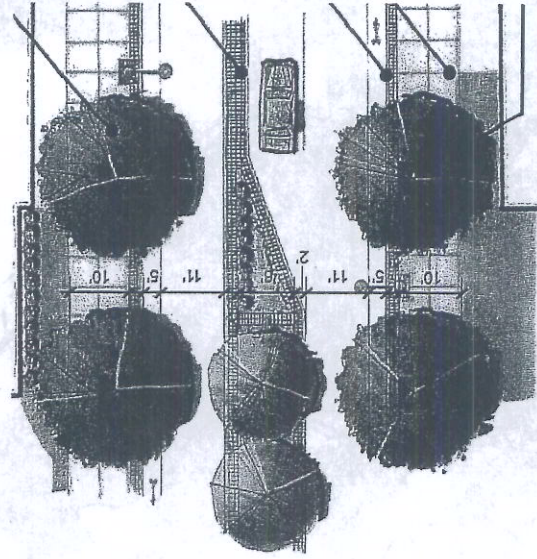
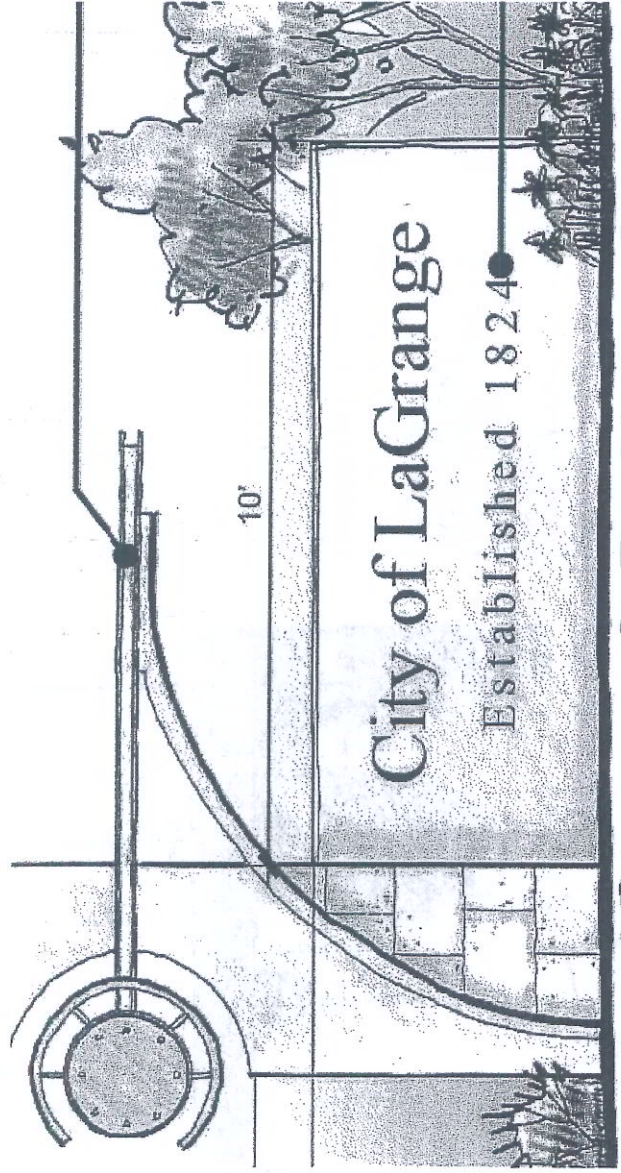
Completion Date
2006

HIGHWAY 53 CORRIDOR ENHANCEMENTS

Oldham County, KY

HNTB conducted an access management, enhancement and land use plan for the Highway 53 Corridor. There was a need for an access management and enhancement plan for Highway 53 from I-71 to downtown LaGrange. Highway 53 is typical of many older commercial corridors, with numerous small retailers and older community shopping centers. This corridor is characterized by uncontrolled access points, uncoordinated traffic signals, an overabundance of freestanding signs, a lack of landscaping, uncoordinated building setbacks and no definable pedestrian areas. This corridor is the major entry into Historic Downtown LaGrange.

The intent and purpose of this project was to develop appropriate access controls along Highway 53 while fostering community support for land division and access controls throughout the County. This project promoted well designed circulation systems that improve the safety and function of commercial corridors; coordinate land development practices that are in harmony with the character of the community and the improved transportation access designs; advance economic development goals by promoting more efficient use of land and transportation systems; create a unified and aesthetic corridor that further enhances the image of Oldham County; and preserve the public investment in infrastructure.



Client Reference
Louise Allen
City of LaGrange
100 West Jefferson Street
LaGrange, KY 40031
(502) 222-1476

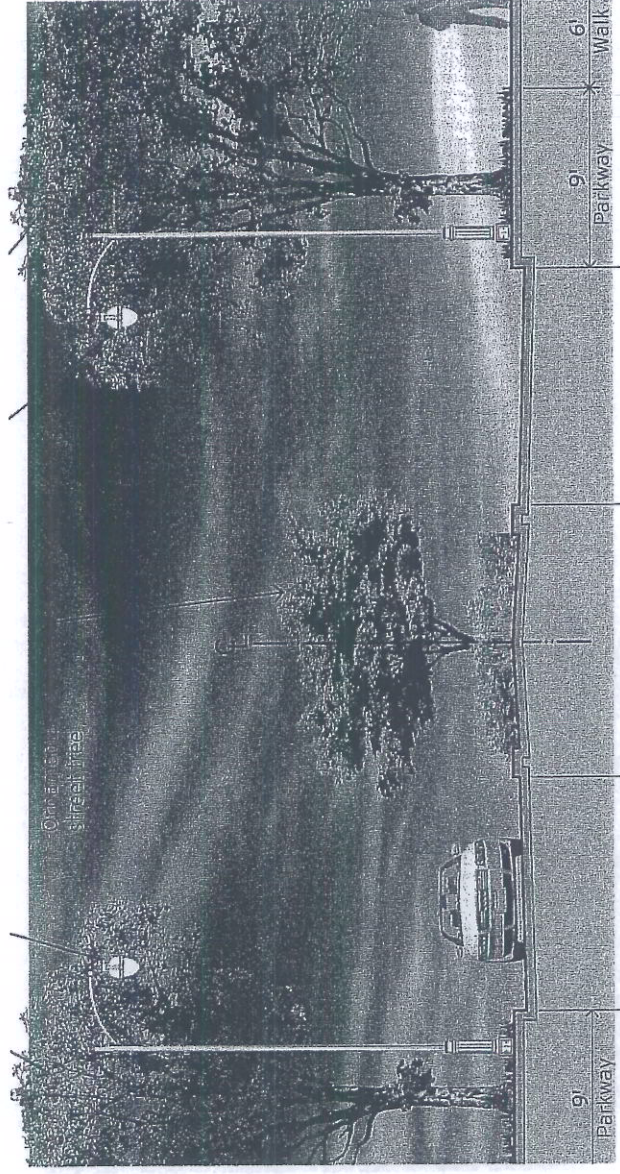
Completion Date
2006

4.b. Similar Projects

TINLEY PARK MENTAL HEALTH CENTER RE-USE STUDY

Tinley Park, IL

HNTB is assisting the Village of Tinley Park in preparing a comprehensive and re-use disposition strategy for the former 150 acre Illinois State hospital site in Tinley Park. HNTB assisted the Village in determining market opportunities for redevelopment and securing a development team for ultimate re-use of the site. The project comprehensively addressed planning, design, transportation, environmental, infrastructure, real estate market, fiscal and economic analysis needs.



Client Reference
 Scott Niehaus
 Village of Tinley Park
 16250 South Oak Park Avenue
 Tinley Park, IL 60477
 (708) 444-5000

Completion Date
 Ongoing

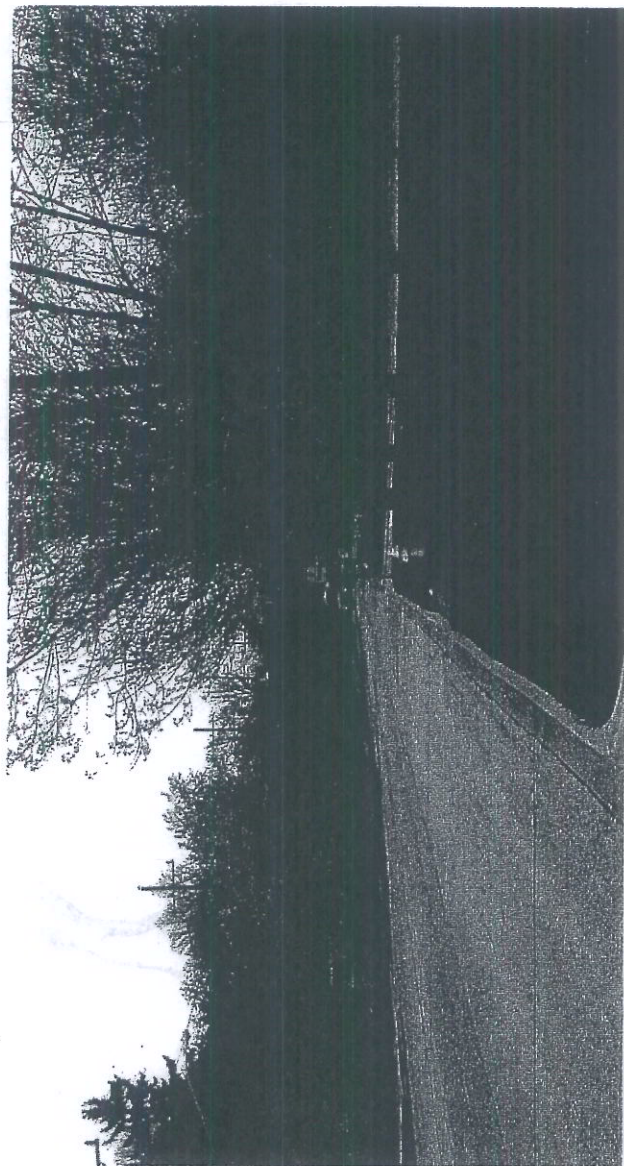
SHERMER ROAD RECONSTRUCTION

Glenview, IL

HNTB provided professional engineering services to the Village of Glenview in connection with the reconstruction of Shermer Road between Golf Road and East Lake Avenue. Engineering services included Phase I planning with the preparation of a State Improvement Report and Location Drainage Study, and Phase II engineering for the preparation of contract plans, specifications and opinion of probable cost.

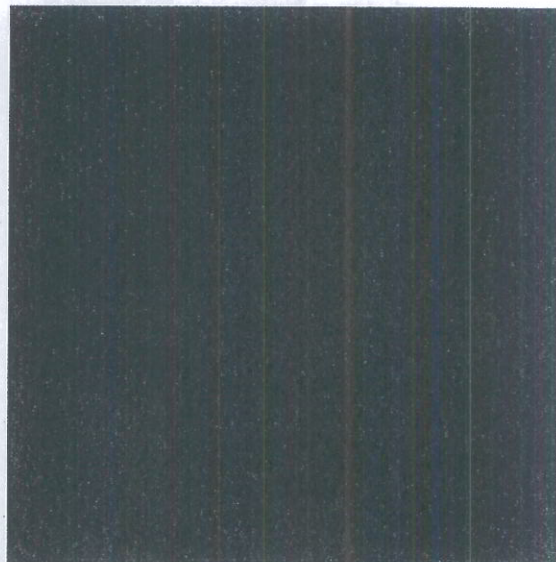
HNTB's work included traffic projections, land use analysis, bicycle planning, agency coordination, drainage design, utility design and coordination, roadway geometrics, public involvement, plat preparation, and contract plan preparation.

The 8,770-foot-long project included the complete reconstruction of Shermer Road within the project limits. The roadway profile was depressed to provide positive drainage from the parkways to the paved road. Combination concrete curb and gutter was provided along the entire length of the project as well as sidewalks being provided on both sides of the roadway. Traffic signal modernization was provided at three intersections. The project provided one lane of traffic in each direction with channelization at major intersections. A two-way left-turn lane was provided for the northern portion of the project, approximately one-quarter mile in length. Major infrastructure improvements included the installation of a new water main along the entire length of the improvement including transfer of services, oversizing of storm sewers for storm water detention, and the lining or reconstruction of more than 7,200 feet of sanitary sewer.



Client Reference
Bill Porter
City of Glenview
1225 Waukegan Road
Glenview, IL 60025
(847) 904-4502

Completion Date
2007

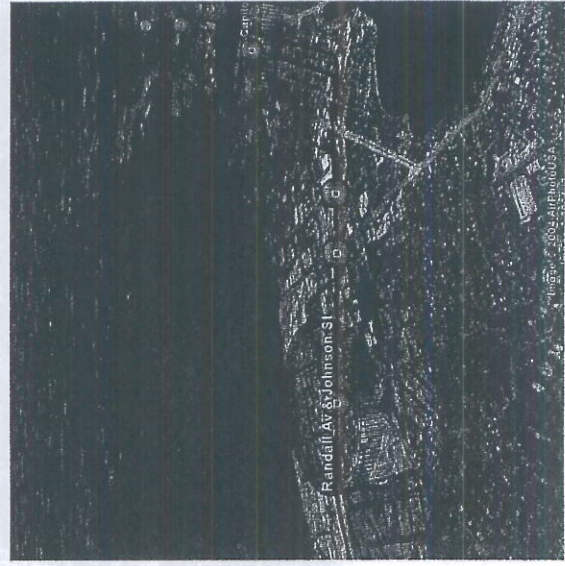
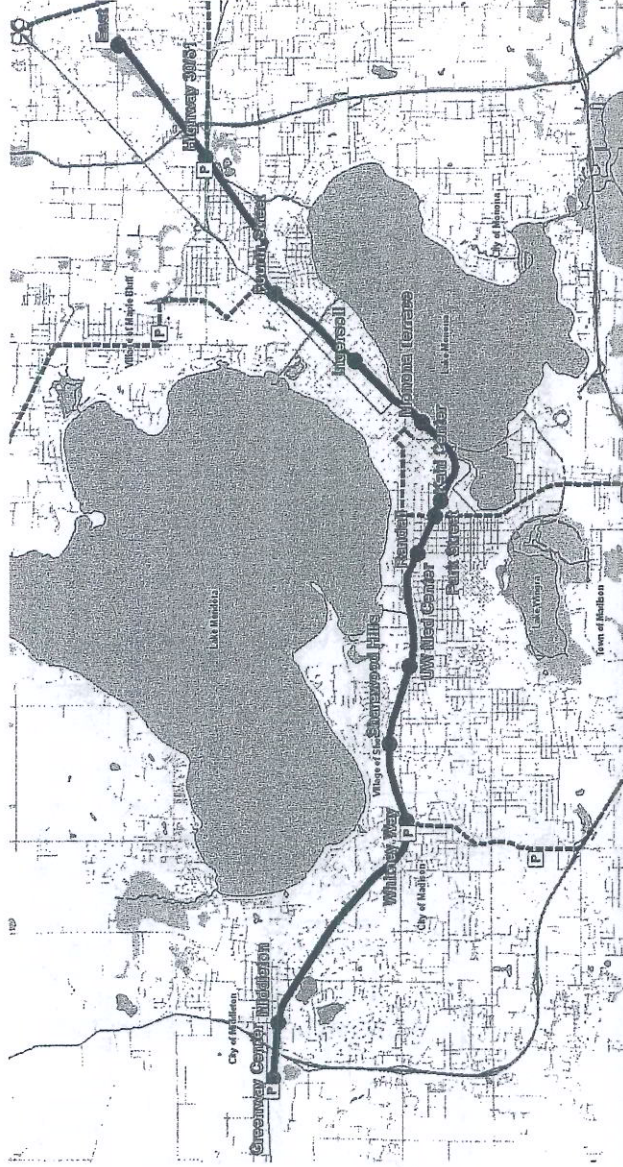


TRANSPORT 2020 DEIS COMMUTER RAIL STUDY

Madison, WI

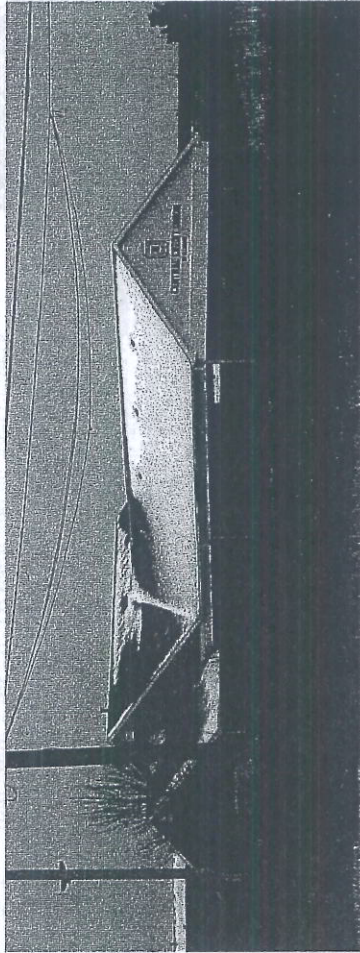
The City of Madison is undertaking a commuter rail study to examine ways of enhancing transit capacity to the city's downtown, State Capitol and primary state university campus. HNTB is assisting the City in a transit alternative analysis, which includes an investigation TSM and bus rapid transit alternatives. Because Madison already provides established bus service in the area, new commuter transit alternatives must emphasize strong intermodal connections and extension of service well into the City's suburbs to enhance ridership.

Station area TOD planning and development will help to focus ridership potentials within the corridor. Preliminary alignments have identified more than 12 commuter station areas for which the land use affects, transportation and urban design improvements are currently being planned.



Client Reference
David Trowbridge
City of Madison (formerly)
215 Martin Luther King, Jr. Boulevard
Madison, WI 53703
(608) 270-4200

Completion Date
2007



The experience and talent of the individuals who make up the HNTB team will, to a large extent, play an important role in determining the success of your project. The team members are passionate about their profession and have positively influenced how communities develop, neighborhoods thrive and people interact in cities across the Midwest. Our team will provide you with the most innovative solutions that will initiate a plan to improve the appearance, image, access and economy of the 159th Street Corridor. The resumes in this section demonstrate each key personnel's experience and expertise.

TEAM ORGANIZATION

As shown in the organization chart, we have carefully assembled a team of professionals experienced in every facet of your project. Individual resumes begin on page the next page.

Subconsultants

Experienced and well-qualified subconsultants are an integral part of this project. For your project, HNTB has chosen to partner with All Together Planning, Cathy Maloney and Goodman Williams Group.

All Together Planning

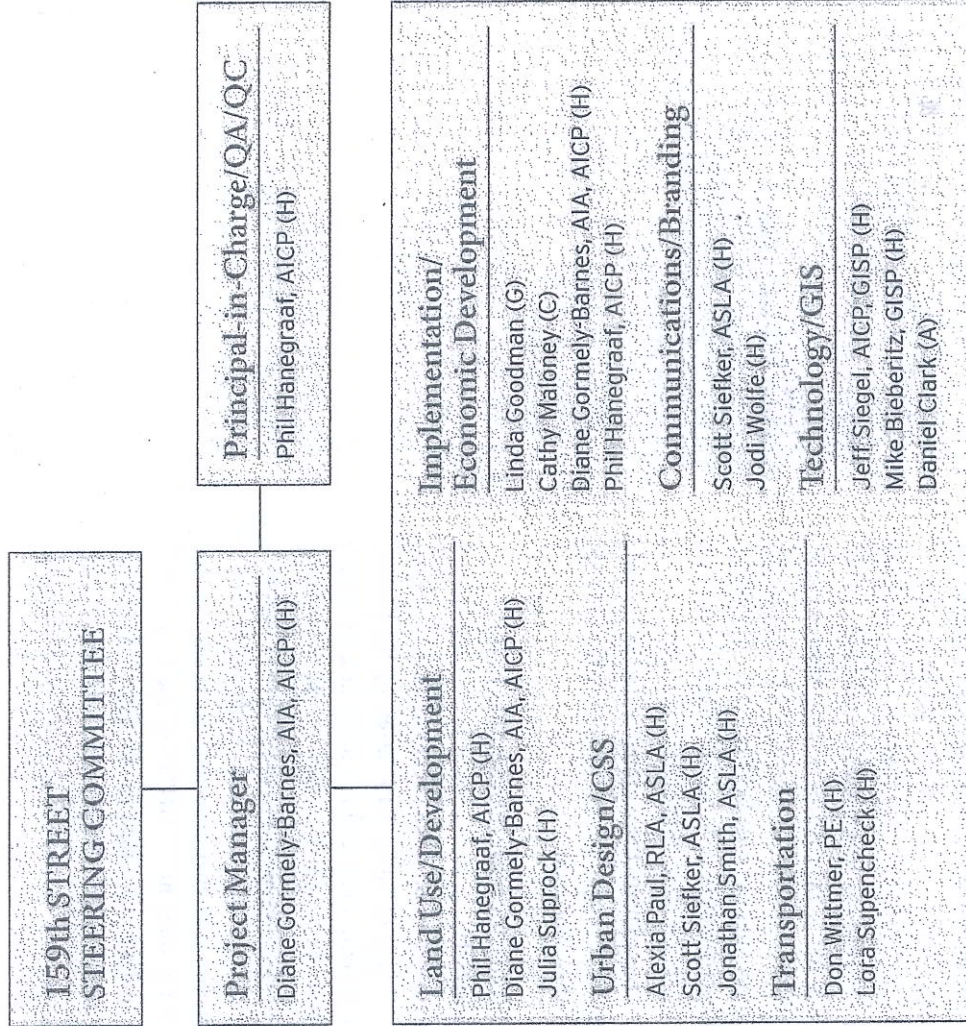
Daniel Clark, president of All Together Planning, an urban planning and public involvement consulting business based in Chicago, will provide technology services for public meetings. All Together Planning specializes in using interactive technologies, such as keypad polling, in public meetings that provide an opportunity for all participants to engage in meaningful dialogue with each other, planners and decision makers.

Cathy Maloney

Cathy is an independent retail consultant specializing in Chicago area commercial recruitment, retention, marketing and education. She will focus on identifying market niches and opportunities in the corridor. Cathy will provide strategies designed to create a vibrant corridor that attracts businesses and shoppers.

Goodman Williams Group

Linda Goodman founded Goodman Williams Group with Christine Williams — two veterans of Chicago's real estate industry. They specialize in market feasibility analyses for individual properties, large development sites, downtowns, and redeveloping neighborhoods. They will provide a thorough understanding of current market conditions and trends impacting the 159th Street Corridor.



(H) HNTB

(A) All Together Planning

(C) Cathy Maloney, Retail Consultant

(G) Goodman Williams Group

Gormely-Barnes continued

Downtown Station Area Plan, Mokena, IL
Project manager for a new downtown and transit-oriented development (TOD) plan for the area surrounding Mokena's Front Street Metra station. The planning effort addresses redevelopment potential along Front Street, the community's historic downtown commercial street, and Wolf Road, a key north-south arterial through the downtown area. HNTB is preparing land use and redevelopment alternatives, traffic and access improvements, and urban design recommendations to unify the downtown with the commuter station and the future Yunker Park. A market study was conducted to ensure that redevelopment concepts reflect feasible uses and densities.

Strategic Planning Study, Park Forest, IL
Project manager for a strategic planning study that will focus on three phases of work. The first phase involves an analysis of previous planning efforts and current assets. The second phase involves a conceptual planning process to determine the community's vision for commercial and residential revitalization. The third phase involves the development of implementation strategies to focus and prioritize the Village's future economic development efforts. This focused planning approach will result in a plan that serves as a marketing tool to engage the development community and attract new private and public investment in Park Forest, focusing on the corridor of Western Avenue and Sauk Trail.

Station Area Plan, Harvey, IL
Project manager for this TOD study completed under a master contract as part of the RTA's Regional Technical Assistance Program. The study involved a detailed assessment of existing physical and market conditions in the station area, development of alternative future scenarios for community consideration, and detailed redevelopment and public realm enhancement recommendations for key areas surrounding the station. The plan was undertaken in conjunction with a study by the Center for Neighborhood Technology of the cargo-oriented development potential of the industrial areas near downtown Harvey, in particular a major inter-modal transfer facility on the CN Railroad just south of the downtown core. A Working Group provided ongoing community input into the planning process, and several opportunities for input from Village residents and business owners were also provided.

Comprehensive Plan Update, La Grange, IL
Project manager for this comprehensive plan update. The plan for this built-out inner-ring Chicago suburb focuses on developing land use, transportation, urban design and economic development policy recommendations for the community, accommodating varied housing types, and addressing key areas of the Village that are facing redevelopment pressure. The comprehensive plan for the greater community addressed residential teardown redevelopment, market alignment and improvement of its industrial land use areas, the future role of neighborhood shopping areas, and parks and recreation needs.

Common Ground: A Regional Land Use Framework Plan for Northeastern Illinois (NIPC), IL

Project team member for technical services provided to NIPC during development of the "Common Ground" Regional Land Use Framework Plan for the six-county area, winner of the 2005 'Plan of the Year' award from the APA. The planning process has involved an unprecedented level of citizen involvement in community planning forums, developing a set of Common Ground Goals. Based upon these Goals, a Framework Plan that organized regional planning initiatives around the concepts of "Centers, Corridors and Green Areas" was developed. Upon public review and refinement of the Framework Plan, NIPC and CATS will utilize the Framework Plan as the basis for computer modeling of future growth patterns.

Hanegraaf *continued*

Metra Commuter Rail, 153rd Street Station, Orland Park, IL

Project manager responsible for assisting Metra and the Village of Orland Park to analyze land-use, market, and transit oriented development opportunities for a 97 acre parcel property immediately southwest of the existing 153rd Street commuter train station in Orland Park. Metra has long-standing needs for off-street parking expansion and the Village of Orland Park has also expressed its desire for the possible development of public recreational and/or cultural facilities within the area. Simultaneously a local developer seeks development of the property entirely for residential uses. HNTB determined:

1. Market potential for various residential uses.
2. Development of plan alternatives.
3. Measures to maximize the developers net land value through transit oriented design.

Enhanced land values would serve as the basis for negotiation with the developer/owner for public lands. The project has been developed.

Comprehensive Plan Update, LaGrange, IL

Principal-in-charge for this comprehensive plan update. The plan for this built-out inner-ring Chicago suburb focuses on developing land use, transportation, urban design and economic development policy recommendations for the community, accommodating varied housing types, and addressing key areas of the Village that are facing redevelopment pressure. The comprehensive plan for the greater community addressed residential teardown

redevelopment, market alignment and improvement of its industrial land use areas, the future role of neighborhood shopping areas, and parks and recreation needs.

95th Street Corridor Streetscape, Village of Evergreen Park, IL

Project director for assisting the Village of Evergreen Park in preparing a new streetscape design plan for the 95th Street corridor. The two mile commercial corridor traverses several different community areas, including institutional, downtown, strip retail commercial areas. The plan will devise strategies for streetscape design unique to each of the corridor areas. The process will involve the chamber of commerce and other community interests and organizations. The design approach expresses community history as well as minimizes the barrier 95th Street creates between the northern and southern portions of the Village.

I-190 O'Hare World Gateway Corridor Enhancement Program, Chicago, IL

Project director for this key project for the City of Chicago to undertake a major design enhancement project for the O'Hare International Airport I-190 corridor from Cumberland Avenue through to the airports passenger terminals. This two-mile corridor functions as one the City's most important gateways to the Chicago community. The enhancement program will be undertaken in association with the reconstruction of the I-190, another project being led by HNTB.

This "world gateway" program will include landscape, structural enhancements, motorist signage and other urban design features and amenities. It will involve a major

participation and coordination process. Agencies to be involved include: The Chicago Department of Aviation, IDOT, CDOT, the Tollway authority, Metra, the CTA and many other agencies.

IL Route 59 Commercial Corridor Design Guidelines, Naperville, IL

Project director for the completion of urban design guidelines and implementation strategies for a major arterial commercial corridor in the City of Naperville. The corridor represents one of the major commercial submarkets in the region comprised of well over 20 million square feet in space. The focus of the design guideline exercise was to create new commercial area "prototypes" for non-traditionally designed shopping centers, as well as develop guidelines for rehabilitation and improvement of existing commercial areas. The guidelines focused on three aspects of a development site, including the Frontage Corridor, the Business Area and the Service Area. Several zoning ordinance and plan review procedure refinements were made as a result of the program.

4.c. Key Personnel

ALEXIA PAUL, RLA, ASLA Urban Design/CSS

Alexia is a senior urban designer and landscape architect with more than 18 years of professional experience with projects ranging from urban design, master planning, site planning, land planning, detailed planting design, and installation implementation.

Alexia has been a key person on significant public projects for infrastructure and urban space, green roof parks, historic boulevard and parks, environmentally-sensitive areas, urban highway reconstruction, lakefront pedestrian underpasses, harbors, and streetscapes. Her responsibilities include project management, client service and coordination, preparation of documents throughout the design and public process, construction review, strategizing, and coordination with other disciplines. Alexia's project experience includes:

Western Boulevard and Avenue Streetscape Master Plan, Chicago, IL

Project manager responsible for this task on the DUR agreement to provide a master plan report for the Chicago neighborhood between Pershing Avenue and 49th Street. This will include coordination with various local representatives, including the alderman, interest groups, and public. The design will identify existing conditions and provide a "vision" to the enhancement of the area. This will include upgrading lighting, community identifiers, pedestrian enhancements, traffic enhancements, streetscape amenities, and connections to outlying bike paths. This master plan will provide local authorities the ability to negotiate improvements with developers as the neighborhood is undergoing significant development and redevelopment.

Prior to joining HNTB, Alexia gained the following experience:

South Lakeshore Drive Reconstruction, Jackson Park Section, Chicago, IL

Project manager for design and document phase of this project that included 1.5-mile roadway reconstruction and five new underpasses. Improvements included five underpass landscapes and replanting within the 600-acre historic Jackson Park. Alexia managed all document production, coordinated with client and team, prepared documents and exhibits, and was responsible for calculations. The project scope included landscape architectural design, documentation and construction review.

Martin Luther King Drive Landscape Median Improvements, 35th to 51st Streets, Chicago, IL
Project manager for design and document phase of this historic Chicago Boulevard. Alexia was responsible for determining design direction, coordinating with CDOT and subconsultant team, including an engineer, surveyor, and specialists, managing of document production, scheduling, contracting. The project scope included landscape improvement design and documents.

Dempster Street Streetscape and Reconstruction, Village of Morton Grove, IL
Project manager who worked with team to produce design and public process documents, and performed primary project management. The project scope included public process, streetscape design and construction documentation for a 1.2-mile state highway and downtown retail district in suburban community.

Firm HNTB

Education

BLA, Landscape Architecture, Michigan State University

Registrations

Registered Landscape Architect: IL, 2000
(#157-001038)

Affiliations

American Society of Landscape Architects (ASLA)

JONATHAN SMITH, ASLA

Urban Design/CSS

Jonathan is a landscape designer/urban designer with design and planning experience in landscape design and development, urban and regional planning, including land use, environmental and transportation planning. Much of his work has included gateways, town center concepts and parks. Jonathan's project experience includes:

Kishwaukee Street Revitalization Plan, Rockford, IL

Project designer for the Kishwaukee Street revitalization plan, which involves a four-mile long corridor connecting downtown Rockford to the airport and interchange with IL Route 20. This corridor is a vital transportation link for businesses and visitors to the Rockford area. Several properties along the corridor are subject to change, and increasing traffic levels have resulted in disinvestment in residential properties adjacent to the corridor. A pending reconstruction of one section of the roadway by IDOT also creates a key opportunity to implement context sensitive urban design solutions. There is a need for wayfinding and trail blazing signage solutions to effectively draw travelers to the industrial and commercial uses along the corridor. HNTB's assistance to the City will have a strong implementation focus of not only delivering unique design solutions but also a strategy for establishing the public-private partnerships necessary to invest in corridor revitalization.

Comprehensive Plan Update, Oak Forest, IL

Urban designer on this project, which includes assisting the City of Oak Forest and its selected developer in preparing a transit-oriented development plan for the 159th Street Metra station. This on-the-ground project

will consist of 100,000 square feet of retail, 150 condos, station facilities, commuter parking and urban design. HNTB is preparing the development plan in conjunction with the developer's architect. The comprehensive plan will incorporate the TOD program which is expected to encourage redevelopment and revitalization along major adjoining corridor areas. Simultaneously, HNTB is also preparing a community-wide comprehensive plan.

Strategic Planning Study, Park Forest, IL

Urban designer for a strategic planning study that will focus on three phases of work. The first phase involves an analysis of previous planning efforts and current assets. The second phase involves a conceptual planning process to determine what the client wants in the future. Most importantly, the third phase involves an assessment of implementation strategies. This focused planning approach will result in a realistic strategic plan that serves as an enticing marketing tool to engage the development community and attract new private and public investments in Park Forest. The priorities for study include the major corridors that impact the Village of Park Forest, including Western Avenue and Sauk Trail.

Western Boulevard and Avenue Streetscape Master Plan, Chicago, IL

Urban designer responsible for providing a master plan report for the Chicago neighborhood between Pershing Avenue and 49th Street. The design will identify existing conditions and provide a vision to the enhancement of the area, which will include upgrading of lighting, community identifiers, pedestrian enhancements, traffic enhancements, streetscape amenities and connections to outlying bike paths.

Firm HNTB

Education

Bachelor of Landscape Architecture, Ball State University

Affiliations

American Society of Landscape Architects (ASLA)

LORA SUPENCHECK

Transportation

Lora is a transportation engineer who has provided design and plan preparation for transportation projects for more than five years. She has experience in traffic studies, traffic data analyses, roadway geometrics and preparation of technical reports, plans and specifications. Her project experience includes:

Kishwaukee Street Revitalization Plan, Rockford, IL

Project engineer for the Kishwaukee Street revitalization plan, which involves a four-mile long corridor connecting downtown Rockford to the airport and interchange with IL Route 20. This corridor is a vital transportation link for businesses and visitors to the Rockford area. Several properties along the corridor are subject to change, and increasing traffic levels have resulted in disinvestment in residential properties adjacent to the corridor. A pending reconstruction of one section of the roadway by IDOT also creates a key opportunity to implement context sensitive urban design solutions. There is a need for wayfinding and trail blazing signage solutions to effectively draw travelers to the industrial and commercial uses along the corridor. HNTB's assistance to the City will have a strong implementation focus of not only delivering unique design solutions but also a strategy for establishing the public-private partnerships necessary to invest in corridor revitalization.

Comprehensive Plan Update, Oak Forest, IL
Transportation planner for the Oak Forest Comprehensive Plan. The mixed-use transit-oriented development plan for the station area will provide a catalyst for the community to begin to reinvigorate its commuter station area and two older commercial corridors in the

community with new high-density mixed-use development. The comprehensive plan will not only enhance the image and overall quality of the community, but it will provide a joint public and private investment strategy to revitalize the community's housing stock and improve land use, city services and facilities.

Shermer Road Reconstruction, Glenview, IL

Project engineer responsible for traffic capacity analyses, preparation of Intersection Design Studies, roadway plan and profile design, preparation of State Improvement Report, and final plan preparation for the complete reconstruction of Shermer Road between Golf Road and East Lake Avenue. Combination concrete curb and gutter were provided as well as sidewalks on both sides of the roadway. Traffic signal modernization was provided at three intersections. HNTB's work included field surveys, plat preparation, geotechnical report, traffic projections, report preparation and contract plan preparation.

North Prospect Area Traffic Study, Champaign, IL

Traffic engineer for a traffic study of North Prospect Avenue between Bloomington Road to Olympian Drive for the City of Champaign. Engineering services included the preparation of a project report to study and make recommendations for the improvement of traffic flow along North Prospect Avenue, north of I-74. Lora assisted in identifying the recommendations for the study area that included desirable signal locations and phasing, access management, turn lane operations and the analysis of cross traffic movements.

Firm HNTB

Education

BS, Civil Engineering, University of Nebraska at Lincoln

CATHY MALONEY

Implementation/Economic Development

Cathy Maloney is a retail consultant specializing in Chicago area retail recruitment, retention, marketing and education. She has developed unique partnerships with Chicagoland communities that began with the City of Elmhurst in 2001. At that time the downtown business district, Elmhurst City Centre, faced a serious departure of many long time tenants resulting in a double digit vacancy rate. Concerned about the prosperity and vitality of her community, Cathy volunteered her efforts to attract retail business to her home town. Elmhurst soon saw the value of Cathy's expertise and contracted with her as a professional retail consultant focusing on the downtown revitalization. Cathy's efforts began by shifting the city's intent to lure well-known national retailers to the practice of actively recruiting independent specialty stores that are "missing" from the current mix. Now in her seventh year, Cathy's ideas and methods of retail development have resulted in more than 72,000 square feet of new and/or expanded businesses for the City of Elmhurst.

Cathy provides a wealth of resources and strategies designed to create a community that attracts businesses and shoppers. Her work in Elmhurst was highlighted in Retail 1-2-3, a planning guide for community leaders produced by Campaign for Sensible Growth along with the International Council of Shopping Centers (ICSC) and the Metropolitan Planning Council. In addition to Elmhurst, she currently advises the City of Wheaton, the Village of Mount Prospect and Downtown Oak Park. Cathy is a member of the International Council of Shopping Centers.

Cathy became a retail expert by gaining experience and knowledge from almost 30 years in the retail industry. Today, as a retail consultant, her services include the following:

- Study and summarize the commercial inventory to determine what's missing from the current retail mix
- Create and analyze a community interest and needs survey
- Recommend and/or enhance current marketing resources including the town shopping directory, web site, internet marketing, new and prospective business welcome packages
- Develop a recruitment strategy to target retailers and network with brokers or developers to promote the community advantages, incentives, interests and needs
- Provide retention tips and guidelines to maintain and strengthen the retail mix

Firm

N/A, Independent Consultant

MIKE BIEBERITZ, GISP

Technology/GIS

Mike serves as a senior GIS Developer in HNTB's Great Lakes Technology Group. He has a wide variety of experience in the development of GIS and IT solutions. His primary technical experience lies in the design and development of custom GIS/IT solutions serving a wide range of municipal and public agency needs. Mike's technical skills include experience in the use of many GIS and related technologies. His project experience includes:

Comprehensive Plan Update, Woodridge, IL

Lead technology support analyst responsible for conducting an interactive, digital steering committee workshop for land use scenario development. This included the application of SketchPlanBuilder™, HNTB's planning support system, to allow plan steering committee members to digitally design their own land use scenarios, collaborate with all attendees and store them in a GIS-based format for further analysis.

SketchPlanBuilder™ Planning Support System

Lead software developer for the design and development of HNTB's patent-pending planning support system providing an interactive, GIS-driven solution for the creation of alternative land use scenarios, impact analysis and community-based collaborative planning.

SketchPlan Builder™, Land Use Scenario Toolkit

Lead development role in the design of SketchPlan Builder™, an interactive, GIS-driven tool designed to create alternative land use scenarios, provide impact analysis and reports, and support community-based collaborative planning efforts. Using intuitive GIS map controls,

SketchPlan Builder allows users to "sketch" their visions for an area's future, as well as control the basic assumptions concerning an area's development. This tool has been utilized for comprehensive planning projects in many municipalities around Chicago, including Woodridge, Wood Dale, and Oak Forest. The application was built using ArcEngine, ArcObjects and VB.NET.

Program Management: Technology Services, Illinois Tollway, Downers Grove, IL

Co-developer of several enterprise-level web-based GIS applications as a part of HNTB's program management role. One significant application was the development of a right-of-way/land acquisition tracking tool to assist staff with tracking and reporting on all land acquisition activity. The right of way tracking tool utilizes a mix of client/server, database, and GIS technologies to significantly improve communications among stakeholders through increased access to up-to-date right of way information. Mike's responsibilities included database design and modeling, application development and system design.

Chicago Regional Environmental and Transportation Efficiency (CREATE) Spatial Portal, Chicago, IL

Project manager and lead developer for a Web-based Spatial Portal to allow CREATE program stakeholders to access and download current geospatial data and its respective data documentation. The CREATE program is a rail corridor mapping and surveying system for the purpose of modernizing the freight and passenger rail infrastructure throughout the Chicagoland area.

Firm HNTB

Education

Graduate Certificate, Geographic Information Systems, University of Wisconsin at Madison
BS, Urban and Regional Studies, University of Wisconsin at Green Bay

Registrations

Certified GIS Professional
SAS Certified Base Programmer

Affiliations

Illinois GIS Association (ILGISA)
Urban and Regional Information Systems Association (URISA)

JODI WOLFE

Communications and Branding

Jodi is a graphic designer who utilizes professional design applications such as Adobe Illustrator, Adobe InDesign, Adobe Photoshop, Adobe GoLive, QuarkXpress, Adobe Acrobat, CorelDRAW and Microsoft PowerPoint to add impact, functionality and visual appeal to printed and on-line materials. Jodi enables each client to most effectively display their work, deliver their message and execute their vision. She has extensive experience that includes document design, layout and editing, technical graphics, presentations, newsletters, exhibits, brochures, project logos, Web site design, interactive documents, client communications and vendor relations for in-house clients, public involvement needs, and communications campaigns that cross the public/private interface. Her project experience includes:

Northeastern Illinois Planning Commission 2040 Framework Plan, IL

Art director and graphic designer responsible for a high-end, full-color document that showcased more than six years of data collection by NIPCC among residents in six counties in northeastern Illinois. Jodi organized and created the entire visual content of The 2040 Framework Plan, which included nearly 300 pages of text, photos, maps, graphics, and photos. She also created a visual identity for the project, which was used by other designers in their creation of an interactive CD-ROM that was mass produced and distributed widely in the project region. This plan won the 2005 Outstanding Planning Award from the American Planning Association.

Connections 2030 Regional Transportation Plan, WI

Art director and designer for a comprehensive statewide public involvement campaign for WisDOT's long-range transportation plan through the year 2030. Graphics components for the project include a logo and branding strategy; various fact sheets, handouts, newsletters and direct mail pieces; exhibit and presentation design, and design of the draft and final plan documents. All project materials will be full-color, and Jodi will coordinate the image selection process as well designing original illustrations and graphics. In addition to designing the plan, Jodi will also be editing text for the final document.

I-94 North-South Corridor Project, Milwaukee, WI

Graphic designer and editor for a variety of full-color print materials including project update handouts, brochures and exhibits. Jodi draws original illustrative graphics and uses images, color and other graphic elements to convert complicated messages and information into clean, easy-to-read layouts that keep staff, stakeholders and the public informed about project developments.

Transport 2020, Madison, WI

Graphic designer responsible for a project logo, visual identity system and templates for project presentations and publications. Jodi created custom templates that will reflect the cohesive appearance for all products created for the Transport 2020 project, and she will be enforcing the campaign across all materials created for the project. She will also be designing all project documents.

Firm HNTB

Education

BA, Journalism, University of Wisconsin at Oshkosh

Affiliations

American Institute of Graphic Art

5. FEE PROPOSAL

PROJECT SCHEDULE AND FEE

Based on our experience with similar work programs, we agree that preparation of the 159th Street Improvement Portfolio can be completed in eight months.

However, we have found that many communities often prefer a longer time period to allow for additional local review, discussion or deliberation. The nature and timing of these needs are difficult to predict in advance. The schedule will require discipline on behalf of the Village to be responsive to meeting schedules.

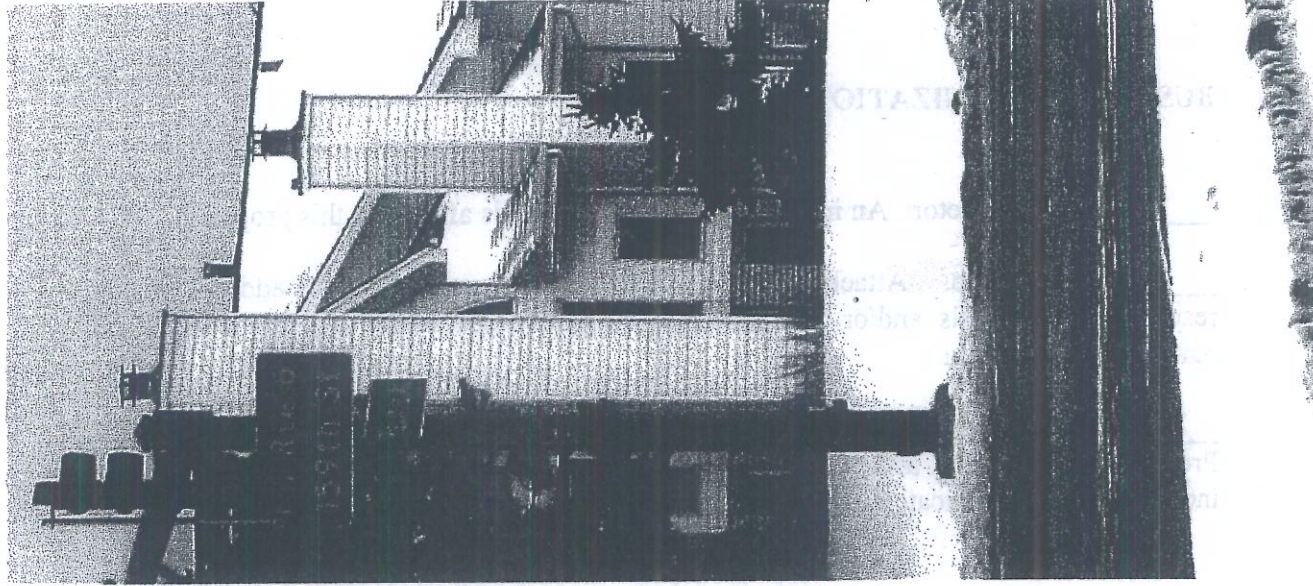
We commit to work with the Steering Committee to manage the program in a manner which keeps the process moving without sacrificing the quality

of work. We currently have the staff availability and capacity to accomplish this.

The HNTB team estimates that the cost for completing the work program, including expenses, will cost \$200,000. The estimated cost for the Plan is illustrated below.

We emphasize that these estimates are preliminary and subject to refinement. Should the Steering Committee favor our basic approach to the assignment, we would work closely with the Steering Committee to finalize the work program, schedule, timetable and budget.

PHASE	ESTIMATED FEE	MONTHS	COMPLETED BY
Phase 1	\$54,778	3	End of July
Phase 2	\$58,737	3	End of October
Phase 3	\$55,148	2	End of December
HNTB expenses	\$22,100		
Subconsultants (3)	\$22,100		
TOTAL	\$200,000	8	

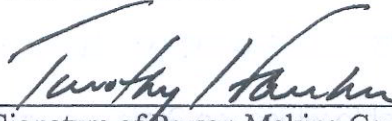


**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

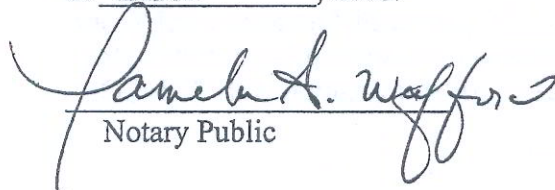
I, Timothy J. Faerber, being first duly sworn
certify and say that I am Vice President
(insert "sole owner," "partner," "president," or other proper title)

of HNTB Corporation, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either
Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-
rigging" or "bid-rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 12th Day
of March, 2008.



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

TAX CERTIFICATION

I, Timothy J. Faerber, having been first duly sworn
depose and state as follows:

I, Timothy J. Faerber, am the duly authorized
agent for HNTB Corporation, which
has submitted a proposal to the Village of Orland Park for
159th Corridor Proposal and I hereby certify
(Name of Project)

that HNTB Corporation is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in
accordance with procedures established by the appropriate
Revenue Act; or

b. it has entered into an agreement with the Department of
Revenue for payment of all taxes due and is currently in
compliance with that agreement.

By: Timothy J. Faerber

Title: Vice President

Subscribed and Sworn to
Before me this 12th
Day of March, 2008



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit \$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate

Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

\$1,000,000 - Per Claim \$2,000,000 - Aggregate

Claims Made Form, Indicate Retroactive Date & Deductible

- Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "Illinois Department of Transportation (IDOT) and The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis.
- The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face.
- Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village.
- Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide.
- Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 12th DAY OF March, 2008

Signature

Timothy J. Faerber, Vice President
Printed Name & Title

Authorized to execute agreements for:

HNTB Corporation

Name of Company

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2008

PRODUCER

Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

HNTB Corporation
11414 West Park Place, Suite 300
Milwaukee, WI 53224-3526

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Lexington Insurance Company
------------	-----------------------------

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX
		GARAGE LIABILITY ☐ ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE AGGREGATE \$ \$	\$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX \$ XXXXXXXXXXXXX
A		OTHER PROFESSIONAL LIABILITY	0096505	5/1/07	5/1/08	\$1,000,000 per claim & the annual aggregate for all projects	

[illegible]

CERTIFICATE HOLDER

SPECIMEN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~FORFEIT~~ FORFEIT TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~NOT~~ NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE CERTIFICATE HOLDER. THE INSURER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE

NONCOLLUSION AFFIDAVIT

IMPORTANT: This affidavit must be properly completed and submitted with all bids

STATE OF Illinois
COUNTY OF Cook

Timothy J. Faerber, being first duly sworn, deposes and says that he is
(Enter name of person making affidavit)

Vice President of
(Enter "Sole Owner", "A Partner", "President", or other proper title)

HNTB Corporation, the bidder submitting this proposal;
(Enter name of firm)

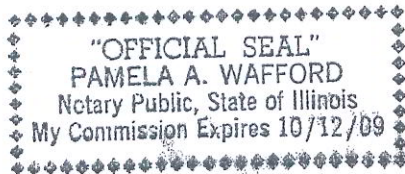
that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the _____ or of any bidder or anyone else interested in the proposed contract.

Timothy J. Faerber
(Signature of person making affidavit)

SUBSCRIBED AND SWORN TO BEFORE _____, this

12th day of March, 20 08

Pamela A. Wafford
Notary Public



Cost and Price Analysis - Professional Services Contracts

Form 4400-EXHIBIT C

Name and Address of
Offeror HNTB Corporation
111 N. Canal Suite 1250
Chicago, IL 60606

Title of Project
159th Street Corridor Plan

Detail Description		Estimated Hours	Rate/Hour	Total Estimate Cost (dollars)
1. Direct Labor (specify)				
	Phil Hanegraaf, AICP	114	79.76	9,092.64
	Diane Gormely-Barnes, AIA, AICP	340	45.44	15,449.60
	Julia Suprock	206	31.28	6,443.68
	Alexia Paul, RLA	114	42.80	4,879.20
	Jonathan Smith	504	19.28	9,717.12
	Donald Wittmer, PE	122	58.72	7,163.84
	Lora Supencheck	194	30.16	5,851.04
	Jodi Wolfe	76	28.72	2,182.72
Total Hours		1670		
Total Direct Labor				60,779.84
2. Burden		Burden Rate	X Base =	Burden (\$)
		152.28%	\$ 60,780	\$ 92,556
Total Burden				92,555.54
3. Direct Material				
	Reproduction / Plotting / Printing			7,231.08
Total Material				7231.08
4. Special Testing				
Total Special Testing				0.00
5. Special Equipment (Exhibit B)				0.00
6. Travel (direct charge)				
	a. Transportation		\$ 2,000.00	
	b. Per Diem or Subsistence		\$ -	
Total Travel				2000.00
7. Consultants (identify-purpose-rate)				
Total Consultants				0.00
8. Subcontracts (Exhibit A)				22,100.00
9. Other Direct Costs (Exhibit B)				0.00
10. Total Direct Cost and Burden				184,666.46
11. General and Administrative Expense		0.00%	60,779.84	0.00
12. Total Estimated Cost				184,666.46
13. Fixed Fee or Profit		10%	153,335.38	15,333.54
14. Total Estimated Cost and Fixed Fee				200,000.00

Table A
159th Street Corridor Plan
Level of Effort and Cost Summary

HNTB	Estimated Hours						Direct	Total
Person Name/ Title	Task 1 (A)	Task 2 (B)	Task 3 (C)	Task 4 (D)	Task 5 (E)	Total Hours F=(A+B+C+D+E)	Rate/Hours (G)	Estimated Cost (dollars)
Phil Hanegraaf	46	32	36			114	\$221.33	\$ 25,231.62
Diane Gormely-Barnes	100	122	118			340	\$126.10	\$ 42,874.00
Julia Suprock	90	58	58			206	\$86.80	\$ 17,880.80
Alexia Paul	32	52	30			114	\$118.77	\$ 13,539.78
Jonathan Smith	122	172	210			504	\$53.50	\$ 26,964.00
Donald Wittmer	48	44	30			122	\$162.95	\$ 19,879.90
Lora Supencheck	72	60	62			194	\$83.70	\$ 16,237.80
Jodi Wolfe	-	46	30			76	\$79.70	\$ 6,057.20
Total Hours	510	586	574	-	-	1,670		\$ 168,665.10

Total Labor Cost * \$ 168,665.10
Other Direct Costs \$ 9,234.90
Total Cost \$ 177,900.00

Goodman Williams Group	Estimated Hours						Direct	Total
Person Name/ Title	Task 1 (A)	Task 2 (B)	Task 3 (C)	Task 4 (D)	Task 5 (E)	Total Hours F=(A+B+C+D+E)	Rate/Hours (G)	Estimated Cost (dollars)
Linda Goodman	19	12				31	180.00	\$ 5,580.00
Associate	24					24	90.00	\$ 2,160.00
Total Hours	43	12	-	-	-	55		\$ 7,740.00

Total Labor Cost * \$ 7,740.00
Other Direct Costs \$ 260.00
Total Cost \$ 8,000.00

Cathy Maloney	Estimated Hours						Direct	Total
Person Name/ Title	Task 1 (A)	Task 2 (B)	Task 3 (C)	Task 4 (D)	Task 5 (E)	Total Hours F=(A+B+C+D+E)	Rate/Hours (G)	Estimated Cost (dollars)
Cathy Maloney	31	12				43	180.00	\$ 7,740.00
Total Hours	31	12	-	-	-	43		\$ 7,740.00

Total Labor Cost * \$ 7,740.00
Other Direct Costs \$ 260.00
Total Cost \$ 8,000.00

All Together Planning	Estimated Hours						Direct	Total
Person Name/ Title	Task 1 (A)	Task 2 (B)	Task 3 (C)	Task 4 (D)	Task 5 (E)	Total Hours F=(A+B+C+D+E)	Rate/Hours (G)	Estimated Cost (dollars)
Daniel Clark		40				40	100.00	\$ 4,000.00
Total Hours	-	40	-	-	-	40		\$ 4,000.00

Total Labor Cost * \$ 4,000.00
Other Direct Costs \$ 2,100.00
Total Cost \$ 6,100.00

Total Hours for All Firms 1,808
Total Cost for All Firms \$ 200,000.00

*Labor Costs include Burden, General and Administrative Expenses, and Fixed Fee.