



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND PATRICK ENGINEERING, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made January 24, 2022, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and PATRICK ENGINEERING, INC. (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with John Humphrey Drive at 143rd Street Intersection, Phase II Design Engineering Services (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:

☒ The Consultant's Proposal or Bid No. _____, and dated August 24, 2021; and/or

☒ Village of Orland Park RFQ/RFP/Purchase Order No. 21-045.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request For Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

- A. **Compensation:** The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

☐ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");

☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

☒ A not-to-exceed amount of \$875,000.00 ("Contract Price")

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$875,000.00. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this

961173-04-1-13

not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

B. Invoices: The Consultant agrees to and shall prepare and submit:

☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or

☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. 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 their 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 unsatisfactory Services of the Consultant; (ii) the failure by the Consultant 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 section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

E. Appropriation of Funds: 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 and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, 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. 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 Services.

961173-04-2-13

- F. 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, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
☒ Scope of Services as set forth in the Consultant's proposal dated August 24, 2021 (Exhibit A)
☐ Schedule of Fees (Exhibit B)
In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than January 31, 2022 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2023 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
B. 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. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested,

961173-04-3-13

delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Khurshid Hoda, Director of Engineering
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: (708) 403-6128
Facsimile: n/a
Email: khoda@orlandpark.org

To the Consultant:

Name: Jarrod Cebulski, Director of Transportation
Company: Patrick Engineering, Inc.
Address: 4970 Varsity Drive
City, State, Zip: Lisle, IL, 60532
Telephone: (630) 795-7468
Facsimile: (630) 795-7284
Email: jcebulski@patrickco.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an

961173-04-4-13

initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by

961173-04-5-13

the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
- (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

961173-04-6-13

(v) **Umbrella Policy:**

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- (vi) ☐ **Cyber Liability Coverage:** for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

C. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. **All Coverages:**

- (i) **No Waiver.** Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. **Verification of Coverage:** Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. **Subconsultants:** Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. **Assumption of Liability:** Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person

961173-04-7-13

and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
 - J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
 - K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
 - L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
 - M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
 - N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.
12. Indemnity:
- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and

961173-04-8-13

expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. 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.

961173-04-9-13

- B. 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 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.
- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Consultant certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any 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.
- G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

961173-04-10-13

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with

961173-04-11-13

the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if

961173-04-12-13

containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

~~EXHIBIT A~~
PATRICK SIGNED by Patrick Cassity
on 2022-01-11 18:40:46 GMT

By: _____
Name: Patrick Cassity
Its President and Authorized Agent

~~EXHIBIT B~~
VILLAGE SIGNED by George Koczvara
on 2022-01-13 12:23:31 GMT

By: _____
Name: George Koczvara, Title: Village Manager

ATTEST: _____

EXHIBIT A
[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated August 24, 2021
and/or in Village Proposal Number _____ dated _____

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

961173-04-13-13



EXHIBIT A Phase II



Technical Qualification

Proposal to provide
Phase II Design Engineering Services
for

John Humphrey Drive at 143rd Street

Submitted to

**Village of
Orland Park**

RFQ 21-045

August 24, 2021

Submitted by





August 24, 2021

Village of Orland Park – Clerk's Office
14700 Ravinia Avenue
Orland Park, IL 60462
Attn: S. Khurshid Hoda, CPP

Re: Phase II Design Engineering Services – John Humphrey Drive at 143rd Street

Dear Mr. Hoda:

The Village of Orland Park is advancing the John Humphrey Drive (JHD) at 143rd Street Improvement Project as part of their program of improvements along the 143rd Street Corridor. The Village has secured federal STP funds for Phase II engineering, which must be obligated by March 2022, or risk losing said funding. Therefore, it is critical that the selected consultant not only develop the final design but assist the Village secure the remaining funding. Over the last 10-years, Patrick staff has secured over \$200M in federal, state, and local funding for our clients. Patrick has also been assisting the Village in identifying and applying for additional funding opportunities for construction. Since Patrick completed the Phase I Study for this project, we are the most suited and qualified to continue working with the Village to address the two most critical challenges for bringing this project to fruition: 1.) identifying and securing additional funding and 2.) containing and reducing overall project costs. Our proposal herein describes our refined solution and specific approaches to achieve both of these goals for the Village to realize project success.

Patrick is the RIGHT firm for the JHD at 143rd Street Phase II project based on the following:

- We have the **FIRM EXPERIENCE** necessary, by way of dozens of similar federally funded roadway projects. We have value-engineered these projects to be good stewards of our client's limited funding (our cost-savings recommendations are described in our Project Approach - Section 6) and we have successfully secured funding by way of many state and federal programs including STP, ITEP, and Invest in Cook, among others.
- Our **TECHNICAL APPROACH** will be aggressive and leave no stone unturned. Given our previous experience completing the Phase I, we understand the keys for a successful Phase II process, including effectively navigating the IDOT federal process, driving and/or accelerating the project schedule, expediting the ROW and permitting process, coordinating with property owners, and maintaining maximum flexibility to react quickly to changes that occur along the way, so that this project is "shovel-ready" when funding is available.
- The **STAFF CAPABILITIES** of our team will add value to your project. We will deploy our A-Team of engineers and other professionals, including Lead Bridge Engineer **Yinghong Cao, PhD, PE, SE**, and Senior Geotechnical Engineer **Chu Ho, ScD**, and a highly experienced quality and constructability review team. Our subconsultants differentiate us in providing full service to the Village. Christopher Burke Engineering will be our key partner for drainage, signals, and lighting, and Right of Way Acquisitions, Inc. will provide land acquisition services.
- The **SPECIALIZED EXPERTISE** that we bring will help you achieve your goals for this project, including:
 - ✓ The successful completion of hundreds of projects with the IDOT D1 Bureau of Local Roads & Streets.
 - ✓ Specific design experience with dry land bridges, including our recent IL 132 (Grand Avenue) project.
 - ✓ Continuing to work with the Southwest Conference of Mayors (SCM) to maintain project eligibility for the maximum amount of federal funds possible, minimizing the local share to complete your project.
- Our **WORKLOAD CAPACITY** at present is very high for Phase II work having recently completed several major projects, so we are well-suited to devote ample resources to deliver this project within the timeframes required.

Patrick is the RIGHT team to provide these Phase II Services for the Village of Orland Park. Should you have any questions or require additional information, please contact me at (630) 795-7468 or jcebulski@patrickco.com.

Sincerely,

PATRICK ENGINEERING INC.

Jarrod Cebulski, PE
Director of Transportation

Company Experience

Both Patrick and CBEL have decades of experience performing projects for IDOT and for Local Agencies. Our Project Manager, **Jarrold Cebulski, PE**, spent the first 13 years of his career working at IDOT in District One. This inside knowledge into the processes and procedures of this agency gives us the insight to know what IDOT looks for in our deliverables so we get them approved the first time. Both our firms have excellent contacts with the staff at the IDOT District One Bureau of Local Roads, Bureau of Land Acquisition, and the Central Office in Springfield who will help us expedite your project to a speedy completion. All of this collective knowledge will allow us to develop your project to maintain federal eligibility for the current STP-L funds and for additional federal funds to be secured from other sources and programs.

IDOT PREQUALIFICATIONS

Airports: Design	P		Hydraulic Reports: Pump Stations	P	IB
Special Services: Hazardous Waste Simple + Advanced	P		Location Design Studies: New Construction/Major Reconstruction	P	IB
Structures: Highway Complex	P		Location Design Studies: Rehabilitation	P	IB
Structures: Highway Advanced Typical	P	IB	Location Design Studies: Reconstruction/Major Rehabilitation	P	IB
Structures: Highway Typical	P	IB	Special Services: Electrical Engineering	P	IB
Structures: Highway Simple	P	IB	Highways: Roads and Streets	P	IB
Special Studies: Traffic Studies	P	IB	Special Services: Subsurface Utility Engineering	P	
Transportation Studies: Railway Engineering	P		Highways: Freeways	P	IB
Special Services: Construction Inspection	P	IB	Special Services: Sanitary	P	IB
Hydraulic Reports: Waterways: Complex + Typical	P	IB	Special Studies: Feasibility	P	IB
Special Studies: Location Drainage	P	IB	Special Studies: Safety	P	IB
Geotechnical Services: Structure Geotechnical Reports (SGR)	P		Special Services: Surveying	P	IB
Geotechnical Services: Subsurface Explorations	P		Structures: Railroad	P	
Geotechnical Services: General Geotechnical Services	P		Environmental Reports: Environmental Assessment	P	IB
Special Plans: Lighting: Complex + Typical		IB	Environmental Reports: Environmental Impact Statement		IB
Traffic signals	P	IB	Special Plans: Pumping Stations		IB
Special Services: Mechanical		IB	Special Services: Landscape Architecture		IB
Special Studies: Signal Coordination & Timing (SCAT)		IB			



Agency Coordination



Multiphase Services



Dry Land Bridge



Cost Estimating



Funding Assistance

Patrick Engineering Inc.

ILLINOIS ROUTE 132, DEEP LAKE ROAD TO MUNN ROAD

Illinois Department of Transportation | Lake County, Illinois

Patrick Engineering was retained by the Illinois Department of Transportation District One to prepare Phase II contract plans, specifications, permit applications, and estimates of time and cost for the \$17 mil resurfacing, widening and reconstruction of Illinois Route 132 from Deep Lake Road to Munn Road, in the Villages of Lindenhurst and Lake Villa in Lake County. The scope of work for this 0.89 mile project included complete removal and reconstruction of a 938' long **dry land bridge** and the replacement of a reinforced concrete box at Hastings Creek. The roadway widening included left turn channelization and a median. The profile of IL 132 was raised approximately three feet to mitigate flooding within the project limits. Between Deep Lake Road and Munn Road, a shared-use path will be constructed on the north side of the road and sidewalk will be constructed on the south side. Due to poor soils in these locations the project will use light weight cellular fill (LWCF) to support the shared-use path and sidewalk. ADA curb ramps are proposed at all pedestrian routes within the project limits.

Patrick and its sub-consultants prepared structure plans, roadway plans, supplemental surveys, geotechnical investigation, all applicable permits, and all other necessary work to complete Phase II contract plans.

Similar Challenges and Solutions: This project included intersection improvements and the design of a dry land bridge replacement. Challenges included an evaluation of lesser cost alternatives for the dry land bridge. After a rigorous alternatives evaluation process, it was determined that the dry land bridge was the best option to control settlement in the poor soils environment, as other alternatives would result in a certain level of settlement and extensive future maintenance.

Reference: Matthew Rothenberg, Illinois Department of Transportation, 201 West Center Court, Schaumburg, IL 60196, 847-705-4230, Matthew.Rothenberg@Illinois.gov



Schedule: 2018-2023

Key Personnel Involved:

Jarrod Cebulski, Nick Schilling,
Adam Newman, Yinghong Cao

Budget: \$13 Million

Funding: Federal, State, and
Local



ALGONQUIN ROAD, ILLINOIS ROUTE 47 TO RANDALL ROAD

McHenry County Division of Transportation | Lake in the Hills, Illinois

Patrick prepared contract plans, specifications, and estimates for the proposed reconstruction and widening of Algonquin Road from IL 47 to Randall Road. The project length was approximately 5 miles. The roadway was widened from two lanes to five lanes with a raised grass barrier median. The project involved a geotechnical analysis to address an extensive pocket of unsuitable soils in the vicinity of Exner Marsh. Public presentations and coordination was required with the local stakeholders, including the municipalities, local businesses, and two golf courses. Other items included in the scope of services included: topographic and ROW surveys; development of ROW documents; replacement of the structure over Woods Creek; traffic signal designs; and roadway lighting design. The existing single span concrete slab bridge on closed abutments over Woods Creek was completely replaced with a wider single span steel beam bridge on integral abutments. Services included roadway engineering, structural engineering, drainage, traffic engineering, environmental investigation, geotechnical investigation and engineering, topographic survey, public presentations and coordination



Schedule: 2002-2009

Key Personnel Involved: Scott Lutz, Jarrod Cebulski, Steve Lynch

Budget: \$32,700,000

Funding: Federal and Local

Similar Challenges and Solutions: This project showcases Patrick's expertise in designing roadways in areas of poor organic soils. We utilized our geotechnical engineers to evaluate the various options to provide support for the new widened roadway. Ultimately, since the pocket of poor soils was not excessively deep, the optimal solution was to remove the poor soil material and replace it with light weight cellular fill.

Reference: Joseph Korpalski, McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, IL 60098, 815-334-4962, jrkorpalski@co.mchenry.il.us



OLYMPIC BOULEVARD/HOUBOLT ROAD

City of Joliet | Joliet, Illinois

Patrick is providing Phase II Engineering Services for the preparation of contract plans, specifications, and estimates for the improvement of Olympic Boulevard and Houbolt Road. The project will provide access to the new \$162M Rock Run Crossings super-regional mixed-use development. The project will also extend Olympic Boulevard west on a new alignment to access the proposed development via a new bridge over Rock Run Creek and high-quality wetlands. To mitigate wetland impacts Patrick proposes to "launch" the bridge. Because the bridge is assembled at "ground-level," this innovative construction technique reduces both the construction timeframe and cost, as compared to traditional construction. Additionally, Olympic Boulevard will be widened to three lanes and Houbolt Road will be reconstructed and expanded with additional through and turn lanes at intersections. A shared-use path will be constructed along Olympic Boulevard and Houbolt Road. The project includes utility coordination, permit applications, and land acquisition services.

Similar Challenges and Solutions: To provide for maximum flexibility for the City, Patrick is developing the contract plans to either be let as one comprehensive project, split up into three separate projects, or any combination of two plus one, based on funding



Schedule: 2021-Ongoing

Key Personnel Involved:
Jarrod Cebulski, Yinghong Cao,
Nick Schilling

Budget: \$20 Million

Funding: Federal and Local

availability. These include 1.) the new bridge, 2.) improvements along Olympic Boulevard, and 3.) reconstruction of Houbolt Road. Patrick utilized and In-progress Design Verification review (IDVR) process to streamline the plan review process.

Reference: Greg Ruddy, City of Joliet, 150 West Jefferson St, Joliet, IL 60432, (815) 724-4210, gruddy@joliet.gov

79TH STREET, MADISON STREET TO COUNTY LINE ROAD

Village of Burr Ridge | Burr Ridge, Illinois

Patrick provided a Phase I study, Phase II contract plan preparation, and Phase III construction engineering for the resurfacing, intersection improvements, guardrail replacement, ADA ramp improvements, and ditch grading improvements on 79th Street, a major collector road in the Village of Burr Ridge. These improvements utilized 75% STP federal funding, therefore the project was coordinated with the IDOT Bureau of Local Roads & Streets. By using a Performance-Based Practical Design (PBPD) approach, Patrick was able to right-size the improvements to lower project costs and improve value, without sacrificing safety or operational performance.

Similar Challenges and Solutions: Patrick developed plans and contract specifications in the required IDOT format and performed all required utility coordination in the area. A permit was secured from the Cook County Department of Transportation and Highways in order to replace County owned equipment within the project's limits. The final engineer's construction estimate for the project was within \$34K of the winning bid and below the Village's programmed budget for the project.

Reference: David Preissig, Village of Burr Ridge, 451 Commerce Street, Burr Ridge, IL 60527, dpreissig@burr-ridge.gov, 630.654.8181 x 6000



Schedule: 2016-2017

Key Personnel Involved:

Jarrold Cebulski, Nick Schilling,
Steve Lynch

Budget: \$452,000

Funding: LAFO



ILLINOIS ROUTE 53 OVER SPRINGBROOK CREEK

Illinois Department of Transportation | Itasca, Illinois

Patrick led the development of contract plans, specifications, and estimates for the replacement of the bridge carrying Illinois Route 53 over Springbrook Creek in Itasca. The project included the structural design for the new single-span structure over Springbrook Creek, the raising of IL 53 for approximately 1,500 feet in the vicinity of the bridge, an intersection improvement, and the installation of a new retaining wall. This project was in advance of a larger project to widen IL Route 53 in this area from two lanes to five (two in each direction with a center left turn lane), therefore, the full five-lane pavement design was provided throughout the limits of this project. Work included resolving environmental issues relating to wetlands and special waste, coordination of utility conflicts, a public meeting, preparation of permit applications, and providing a Stormwater Pollution Prevention Plan (SWPPP).

Similar Challenges and Solutions: Patrick's geotechnical investigation identified the presence of poor soils; therefore, our team of geotechnical experts designed a wick drain system to induce advance settlement for the approximately 4' of fill that was placed over the soil beneath the existing pavement and the virgin soil adjacent to the roadway. Our geotechnical analysis evaluated the rates of differential settlement to design the appropriate pre-loading strategy for the contractor to use to provide a stable base for the new concrete pavement.

Schedule: 2016-2017

Key Personnel Involved:

Jarrold Cebulski, Steve Lynch

Budget: \$3.6 Million

Funding: Federal, State, and
Local

MAIN STREET, MAPLE AVENUE TO HINMAN AVENUE

City of Evanston | Evanston, Illinois

Patrick Engineering prepared a Phase I Study and Phase II contract plans for the improvement of Main Street from Maple Avenue to Hinman Avenue, a distance of approximately 0.4 miles. The corridor traverses a downtown central business district and an historic district within the City of Evanston. The scope of the improvement includes upgrading the roadway and utility infrastructure, intersection improvements, improving the pedestrian and bicyclist environment, addressing ADA compliance requirements, and streetscaping. Structural support for vaulted sidewalks that exist within the corridor was also provided. The project was processed for federal eligibility and included **coordination** with the **IDOT Bureau of Local Roads** and the FHWA. A stakeholder involvement program that used the principles of Context Sensitive Solutions (CSS) was undertaken that included two Public Meetings and smaller group Advisory Committee Meetings to achieve consensus on the scope of the proposed project. Patrick is also coordinating the land acquisition of 17 temporary easements that are needed for the proposed improvement. **Patrick is also assisting the City in applying for various federal funding programs to help bring the project to fruition.**

Similar Challenges and Solutions: Patrick worked with the City to evaluate cost savings opportunities to develop an improvement that was within the City's budget. This included revising the project from reconstruction to resurfacing based on the results of a pavement and geotechnical study. We also assisted the City in securing Invest in Cook funding, MWRD funding for permeable pavers in the parking lanes, and IDOT Illinois Transportation Enhancement Program (ITEP) funding in the amount of \$2 mil.

Reference: Rajeev Dahal, City of Evanston, 2100 Ridge Avenue, Evanston, IL 60201, 847.448.8159, rdahal@cityofevanston.org



Key Personnel Involved:
Jarrod Cebulski, Nick Schilling,
Adam Newman, Yinghong Cao,
Steve Kroll

Budget: \$13 Million

Funding: ITEP, MWRD, Invest in Cook, and Local



WASHINGTON STREET, HAINESVILLE ROAD TO LAKE STREET

Lake County Division of Transportation | Lake County, Illinois

Patrick was retained by the Lake County Division of Transportation to perform a Phase I Study and Phase II Contract Plan Preparation for the improvement of Washington Street from Hainesville Road to Lake Street in the Villages of Grayslake, Hainesville, and Round Lake Park. The scope of work included the reconstruction and widening of Washington Street from a two-lane to a five-lane cross-section, along with an intersection improvement at Hainesville Road. The project was developed to be federally-eligible and was coordinated with the IDOT Bureau of Local Roads and Streets. The project included stakeholder coordination with agencies and the public. Patrick performed a full range of Phase II services, including utility coordination, permit applications, preparation of plats and legals, and coordinated land acquisition negotiation services.

Similar Challenges and Solutions: Patrick worked with the County to develop a comprehensive funding package that allowed the project to proceed to construction. This resulted in the project being split into two contracts. A western contract was locally funded and included the intersection improvement. The eastern contract included a range of federal and state funding sources and included a new bridge. The lettings of the two projects were closely coordinated and the result was a seamless project to the public and communities.

Reference: Kevin Carrier, Lake County Division of Transportation, 600 West Winchester Road, Libertyville, IL 60048, 847.377.7448, kcarrier@lakecountyil.gov

Schedule: 2011-2018

Key Personnel Involved:
Jarrod Cebulski, Nick Schilling,
Adam Newman, Eric Boelter

Budget: \$30 Million

Funding: Federal, State, and Local



Christopher B Burke Engineering

ILLINOIS ROUTE 53 AT MADISON STREET

Village of Lombard | Lombard, Illinois

CBBEL provided Phase I and Phase II Engineering for the proposed improvements at the T-intersection to improve access to the Village from the west. Improvements included: installation of traffic signals; widening to provide left and right turn lanes; lowering the roadway elevation on Madison Street approaching the intersection to improve sight distance; installing curb and gutters, storm sewers, and sidewalks on Madison Street between IL Route 53 and Finley Road; and providing bicycle accommodations with 8-foot paved shoulders on both sides of IL Route 53 within the project limits. The Phase I Study Design Approval was April 15, 2013. CBBEL completed Phase II Engineering including Contract Plans, Permits, and Land Acquisition in 2016. Construction was completed and the project opened for service in 2016. **Services Included:** Evaluated three watermain extension design alternatives and prepared preliminary cost estimates as part of the Phase I Study. Prepared topographic survey information within the project limits. Identified environmental impacts and appropriate mitigation strategies. Designed roadway geometrics including horizontal and vertical geometry, existing/proposed cross sections, and an assessment of additional right-of-way needs. Traffic maintenance/staging plans. Prepared an Intersection Design Study. Prepared a Location Drainage Study and Project Development Report. Prepared a Plat of Highways for the project's right-of-way takings and construction easements.



Schedule: 2011-2016

Key Personnel Involved:
Miroslaw Antas

Budget: \$3.6 Million

Funding: Local/Federal



Schedule: 2015-Ongoing

Key Personnel Involved:
Miroslaw Antas, Peter Knysz

Budget: \$3.7 Million

Funding: Federal, Cook County,
IL Tollway

88TH/CORK AVENUE INTERCHANGE AT I-294

Village of Justice | Justice, Illinois

CBBEL was selected to complete Phase I and Phase II engineering services for a proposed new interchange connecting I-294 (Tri-State Tollway) to arterial roadways (88th/Cork Avenue, 79th Street, Archer Road) within the Village of Justice in support of economic development opportunities for the Village and other nearby communities. CBBEL prepared the Project Development Report and the bid documents (plans, specifications and estimates) for the construction of a new partial diamond interchange at the 88th/Cork Ave. crossing of I-294. Both Phases of engineering required close coordination with IDOT, Illinois Tollway, and Cook County since the involved roadways are State, Tollway and County jurisdiction. Working with these agencies and other stakeholders, Phase I considered three interchange alternatives, with various combinations of I-294 exit and entrance ramps. The Phase I Study developed separate 2040 traffic projections for each alternative and considered the Illinois Tollway's designs for reconstructing I-294 through the Village of Justice. The Phase I design team completed all required engineering and environmental studies, narrowed down the alternatives through

agency coordination and public involvement, and presented the Preferred Alternate at a Public Meeting in December 2017. Phase I Design Approval was granted by IDOT and the FHWA in June, 2018. Phase II design began in early 2019 and reached Pre-Final PS&E level by September, 2020. The project includes \$1.8 million of right-of-way acquisition and reconstruction of 1.5 miles of 88th/Cork Ave., 79th Street, Archer Rd. and Oak Grove Ave. at an estimated construction cost of \$26.8 million. Portions of the work, including bridge substructure widening, most of the two new ramps, and a new sanitary sewer crossing of the Tollway, were shifted to the Tollway's I-294 Reconstruction contract and are already being built. The remainder of the Interchange improvements are scheduled to be let by Cook County in late Summer, 2022.

Reference: Matthew Zarebczan, Village of Justice, 7800 Archer Road, Justice, IL 60458, 708-458-2130, mzarebczan@villageofjustice.org

95TH STREET AT MUSEUM DRIVE IMPROVEMENTS

Village of Oak Lawn | Oak Lawn, Illinois

CBBEL designed a new signalized intersection of the Museum Drive extension at 95th Street, which included creating a cul-de-sac of the existing 50th Court and re-striping 95th Street due to the addition of a bi-directional left turn lane into and out of Museum Drive. The project involved extensive coordination with the ICC and Metra due to interconnection of the new signal with the nearby 95th Street/Norfolk Southern Railroad crossing. Additional improvements included complete lighting upgrades for Museum Drive, construction of a noise wall to protect the neighboring properties from unnecessary traffic sound, and widening of eastbound 95th Street for a new right turn lane into Museum Drive. Phase I Design Approval was received on October 10, 2018.

Phase I Services Included: Collecting, examining, reviewing, and evaluating data to be utilized in the Phase I Study. Preparation of topographic survey information within the project limits. Identification of environmental impacts, including potential contaminated soils and appropriate mitigation strategies. Preparation of preliminary roadway geometry including horizontal and vertical geometry, existing/proposed cross sections, and an assessment of additional right-of-way/easement needs for the project. Traffic maintenance/staging evaluation. Preparation of an Intersection Design Study. Stakeholder Coordination Meeting with IDOT, ICC, Metra and the Village of Oak Lawn. Preparation of a Location Drainage Study and Phase I Project Report.

Phase II Services Included: Full topographic survey containing all topographic features, utilities, rims, and inverts, approximate ROW and property lines. Extensive coordination with the ICC and Metra for new traffic signal tie-in to Metra's concurrent railroad timing improvements. Proposed ROW and easement plats and legals and close coordination with Santacruz Land Acquisitions. Production of engineering documents for IDOT letting. Development of traffic signal plans for the intersection of 95th Street and Museum Drive in accordance with the Intersection Design Study. Ornamental lighting design for the new Museum Drive in accordance with IDOT and Village lighting standards. Extensive utility coordination for various facility removal and/or relocation due to the proposed improvements.

Reference: Jeff Sebek, Village of Oak Lawn, 9446 S Raymond Ave, Oak Lawn, IL 60453, 708-499-7717



Schedule: 2016-2019

Key Personnel Involved:
Anthony DeRicco, Miroslaw
Antas

Budget: \$5.7 Million

Funding: Federal/Local

151ST STREET / WEST AVENUE ROUNDABOUT

Village of Orland Park | Orland Park, Illinois

This project featured construction of a Modern Roundabout at the intersection of 151st Street and West Avenue to replace the existing 4-way stop controlled intersection. The purpose of this improvement was to improve traffic flow, reduce the number and severity of accidents, and lower traffic noise and pollution. Another goal was to reduce construction and operational costs, since without a roundabout this intersection eventually would have to be equipped with a traffic signal. The single-lane roundabout operates under yield-on-entry traffic control and was designed to accommodate pedestrians better and with greater safety than the 4-way stop intersection it replaced. This project was combined with the Phase II plans that were completed earlier for the complete pavement reconstruction and widening of 151st Street from West Avenue to Ravinia Avenue. The project included a 3-lane section from West Avenue to El Cameno Real Drive, transitioning to a 5-lane section through the Ravinia Avenue intersection. The project tied into the LaGrange Road improvements constructed by IDOT and replaced the temporary traffic signals at the 151st Street /Ravinia Avenue intersection with a new traffic signal installation. The improvements also included new watermain, storm sewer, sidewalks and roadway lighting. The construction cost of the roundabout as a stand-alone contract would have been \$2,080,000. Combining it with the earlier 151st Street plans yielded construction efficiencies that resulted in a total project cost of \$5,800,000.



Schedule: 2015-2017

Budget: \$5.8 Million

Funding: STP/Federal

Reference: S. Khurshid Hoda, Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois, 60462-3167, 708-403-6128, khoda@orlandpark.org

Right of Way Acquisitions, Inc.

I-290/I-88 INTERCHANGE NEGOTIATIONS AND RELOCATION ADVISORY SERVICES

Illinois Tollway | Various Locations, Illinois

Acquisition/Negotiation Responsibilities include preparing offers, conveyance and related documents to be presented to parcel owners; explaining the need for the proposed highway improvement, plats, plans and appraisals of parcels to be acquired; payment procedures and responsibility of each party; reviewing title commitments to ensure clear title; and satisfying Agency goals and sellers concerns in an effort to avoid condemnation. Relocation Responsibilities include conducting property owner and tenant interviews, participating in the completion of relocation plans; performing replacement housing searches and calculations; provide relocation advisory services; prepare relocation claims and maintain relocation project files to ensure regulatory compliance. **Schedule:** 2018-2020 **Reference:** Derek Stancik, PE, PLS, 630.743.3320

IDOT WORK ORDER # 43.20 NG

Illinois Department of Transportation | Bartlett, Illinois

Acquisition/Negotiation Responsibilities include preparing offers, conveyance and related documents to be presented to parcel owners; explaining the need for the proposed highway improvement, plats, plans and appraisals of parcels to be acquired; payment procedures and responsibility of each party; reviewing title commitments to ensure clear title; and satisfying Agency goals and sellers concerns in an effort to avoid condemnation. **Schedule:** 2020 **Reference:** Mark Somers, 847.705.4290



"T" Engineering Service, Ltd.

ELGIN-O'HARE EXPRESSWAY WESTERN ACCESS

Illinois Tollway | Illinois

This project includes: 1) extending Illinois Route 390 to O'Hare and constructing or improving interchanges at Rohlwing Road (Illinois Route 53), I-290, Park Boulevard, Arlington Heights Road/Prospect Avenue, Wood Dale Road and Illinois Route 83; 2) constructing a new road connecting I-90 and I-294 west of O'Hare and interchanges at I-294, Green Street, Franklin Avenue, Irving Park Road, Illinois Route 390, Higgins Road (Illinois Route 72) and I-90; and 3) providing direct access to O'Hare property from York Road via a new ramp crossing over York Road and the Union Pacific Railroad and Canadian Pacific Railway. Appraisals were prepared on properties located in Franklin Park, Elmhurst, Elk Grove Village, Schiller Park, Berkeley, Northlake, and Bensenville. Property types were mostly small and large-scale industrial buildings, but also included single-family residences, auto repair facilities, an adult entertainment complex, public street right-of-ways, parks, billboards, retail showrooms, a recycling plant, an asphalt plant, and office buildings. **Size:** 50+ parcels **Schedule:** 2010-2016 **Reference:** Mr. Michael Harris, 847.705.4285

MILE LONG BRIDGE

Illinois Tollway | Hodgkins, Illinois

This project involves the building of a new bridge along a stretch of I-294 between 75th Street and La Grange Road. The existing bridge is 61 years old, and a new bridge is to be constructed to the east of the existing bridge. Appraisal assignments were generally industrial in nature and included a liquid transfer facility, a food processing plant, a truck yard, warehouses, public right-of-way, billboards, and a railroad. **Size:** 12 parcels **Schedule:** 2017-2019 **Reference:** Ms. Rachel Simner, 331.238.4985

IL ROUTE 83 AT ATKINSON ROAD

Illinois Department of Transportation | Grayslake, Illinois

This project involves realigning Route 83 to meet the new Atkinson Road extension and relocating the Route 83 / Route 137 intersection. Appraisal assignments included a boat sales building, a material storage facility, a car dealership, a gas station, multiple auto repair, fast food restaurant, two small strip centers, a large shopping center, a home supply retail store, and a bus depot. **Size:** 12 parcels **Schedule:** 2019 **Reference:** Mr. Michael Harris, 847.705.4285

ILLINOIS 7 (159TH STREET)

Illinois Department of Transportation | Homer Glen, Illinois

The proposed improvement involved widening of IL Route 7 (aka 159th Street) between I-355 and Will-Cook Road. The Project involved valuation analysis of commercial, industrial, and residential properties sought by the Department of Transportation. The properties appraised included retail buildings, auto repair, light industrial, and other uses. There were major damages on many of the properties including loss of parking, and cost to cure. **Size:** 40 +/- parcels **Schedule:** 2012-2013 **Reference:** Mr. Michael Harris, 847.705.4285

US 45 (LA GRANGE ROAD)

Illinois Department of Transportation | Orland Park & Tinley Park, Illinois

The proposed improvement involved widening US 45 (La Grange Road) from 131st to 179th Street through Orland Park and Tinley Park from a four-lane to six-lane arterial route. The Project involved valuation analysis of generally commercial properties (with some scattered single-family residences) sought by the Department of Transportation. The properties appraised included big box retail, strip centers, auto repair, a funeral home, motel, hotel, animal hospital, medical offices, banks, and large-scale shopping centers. There were major damages on many of the properties including loss of parking, and cost to cure. **Size:** 85 +/- parcels **Schedule:** 2010-2016 **Reference:** Mr. Michael Harris, 847.705.4285



Operating History

Patrick is a national engineering + design, construction, management services, and technology firm. Since 1979, we have been providing services to local, state, and federal government agencies; private and public utilities; and FORTUNE 500 companies. Patrick currently has **345 employees** and has worked in all 50 states. We have proven ourselves as a trusted partner and clients turn to us for the entire process of project delivery - from planning through construction to operation and maintenance. Patrick accomplishes this with a full suite of engineering disciplines, experienced construction managers, program management and project controls experts, and GIS and asset management technology specialists.

We serve clients in the transportation, utility + renewable, industrial infrastructure, and federal + institutional markets. We take pride knowing the projects we work on have a positive effect on the community, society, and the environment.

LOCAL VALUE

Patrick understands the meaning of the word "partnership." It means proven expertise, a positive outlook and a proactive approach. It means asking relevant questions and communicating in a timely manner to understand short-term needs and long-term objectives. It means recognizing the vision and validating the contributions of everyone on the team. Good partners understand the importance of collaboration and appreciate the responsibility of leadership. They keep working to get the job done, regardless of what it takes. At Patrick, we've embraced a partnering philosophy for more than 30 years. To facilitate this partnering relationship, Patrick locates its offices close to the offices of our clients so that we can clearly communicate and achieve faster solutions.

Choosing Patrick means working with local professionals who understand the regulations, communities and conditions of the states in which they perform work. Patrick's team of engineers have successfully partnered with an extensive list of local and regional clients on projects around the United States. Patrick has worked in all 50 states and is familiar with the tools and resources needed to add value to each project. Our commitment to our clients goes beyond each individual project and extends into the long lasting relationships we strive to maintain through our quality of work and a commitment to our client's specific needs. Our clients recognize this commitment, and that is why over 80% of Patrick's work comes from repeat business.

NATIONAL EXPERTISE

In addition to being a local partner, clients can benefit from Patrick's national experience and expertise. Patrick is a nationwide firm with more than 300 professionals located in multiple offices across the United States. The Engineering News Record (ENR) has included Patrick in its ENR Top 500 since 1993. We work with clients all across the U.S. and we understand national industry standards and practices.

Patrick generated revenue in excess of \$78.1 million in 2020. The financial statements have been audited for over thirty years by the same CPA firm. We have assets in excess of \$26.2 million. Other factors are as follows:

The Company has **not filed bankruptcy and is not delinquent** in making payments to any vendor or suppliers.

The **principal shareholders have not filed bankruptcy.**

No contract awarded to the Company has been **delayed or cancelled due to non-performance.**

No liens have been filed against the Company or the principal shareholders of the Company.

We are in solid financial condition and can complete this contract if awarded to us.

Hard copies of audited financials were delivered to the Village on August 20th.

Staff Qualifications

The team outlined in the organizational chart below is highly qualified for the work envisioned under the RFQ for the Village. Our Team includes transportation engineering professionals with extensive expertise in roadway engineering, drainage, structural, surveying, geotechnical, environmental, permitting, utility coordination, public involvement, landscape architecture and additional support specialties. Our team will collaborate collectively to provide feasible and economical solutions for the Project. The Team brings to this project the experience and expertise to successfully complete this project, along with a comprehensive understanding of the Village's needs.

Our proposed team will be led by **Project Manager, Jarrod Cebulski, PE** who has extensive experience in all phases from preliminary engineering, through final design, to construction oversight and will be the main point of contact for the Village. Jarrod is also highly skilled in project funding, by way of his relationships with IDOT and the local councils of government, funding application preparation expertise, and experience in assembling comprehensive funding packages for projects from a myriad of federal, state, and other sources. **Project Engineer, Mike Dumas, PE** has extensive experience with state, county, and municipal clients with a primary focus on Phase II Contract Plan Preparation projects and specializing in Value Engineering.

This project team will provide the Village with the clear and effective engineering services needed to successfully complete the John Humphrey Drive at 143rd Street Intersection Improvement and Dry Land Bridge Project. The following is an organizational chart depicting our proposed key project staff for the Phase II Engineering Services.

TEAM VALUE

We know the project better than anyone!



Constant/Continuous Communication

We know the stakeholders. We already have established relationships with the stakeholders from Phase I and will continue the successful coordination seamlessly into Phase II.

Schedule/Delivery Certainty

We have already assisted the Village with securing federal funding and continue to support you in active project management to maintain those funds. We will seek and apply for new sources of funding to help close the gap between the Village's available funding and the project cost.

Project Cost Reduction

We have value-engineered the project as a free service to the Village and we have identified seven viable cost reduction strategies that we will investigate further during Phase II to help the you make the most of your limited dollars to bring this project to completion!

Jarrold Cebulski, PE | Project Manager

Mr. Cebulski is a Project Director who specializes in Phase I and II and has experience working at IDOT on federally-funded highway improvement projects. Jarrod led the Phase I development of this project so he will ensure continuity into the Phase II PS&E development to ensure consistency.

- ✓ Experience in securing funding grants
- ✓ 30 years of experience with similar projects

Mike Dumas, PE | Project Engineer

Mr. Dumas has managed and coordinated transportation projects and worked on program management teams for large capital improvement programs for over 33 years. He was instrumental in reducing costs and securing three different funding sources for our Evanston Main Street project.

- ✓ Specializes in Phase II Design
- ✓ Experienced in Value Engineering

Steve Lynch, PE | Plan Development Engineer

Mr. Lynch has worked with Patrick for numerous municipalities, public agencies, contractors, and other consulting engineering firms. This diverse experience has allowed him to gain knowledge on a broad spectrum of potential challenges and the ability to resolve a wide range of project issues.

- ✓ Extensive experience in the transportation industry
- ✓ Highly experience in Phase II PS&E development

Nick Schilling, PE | Roadway QA

Nick's unique combination of a big-picture perspective and strict attention to detail allow him the ability to anticipate challenges and to provide comprehensive yet concise plan sets that result in competitive bids and very smooth construction processes.

- ✓ Managed numerous federal Phase II projects
- ✓ Experience with dry land bridge projects

Chris Erwin, PE, SE | Structural QA

Mr. Erwin has experience with the design and management of a wide variety of unique and complex structural projects involving structural assessment, analysis, field investigations, design, permitting, and cost estimating.

- ✓ Background in geotech and foundations
- ✓ Experienced with all funding types

Yinghong Cao, PhD, PE, SE | Lead Structural Engineer

Dr. Cao is a highly experienced structural engineer having spent time in research, design, and construction for major complex structures across the country and internationally. He has published several technical papers and presented at numerous conferences.

- ✓ In-depth understanding of complex structural systems
- ✓ Recent similar dry land bridge experience

Praaveenyan Vangara, EIT | Structures

Mr. Vangara (Praavi) has specific experience working on developing Phase I and II federally-funded bridge projects via the IDOT process. He is skilled in the use of a wide range of structural software tools and has completed projects for numerous local counties and municipalities.

- ✓ Experienced with bridge rehab and replacements
- ✓ Skilled in geotechnical foundation design

Eric Boelter | Plan Prep

Mr. Boelter has extensive experience in the Phase II design process and the compilation of complete sets of PS&E packages. He is knowledgeable of the federal requirements needed to navigate the IDOT process to maintain funding eligibility.

- ✓ Experienced in developing efficient cost-saving designs
- ✓ Excels in multi-disciplinary coordination

Adam Newman, PE | Maintenance of Traffic

Mr. Newman has prepared MOT Concept Plans and Final Designs for a wide range of projects from local collector routes to major interstates. He has experience with the development of plans for staged construction as well as full closures and detours.

- ✓ Experienced in all aspects of MOT design and coordination
- ✓ Highly detail-oriented

Subconsultants

Patrick has retained the following two firms as subconsultants for this project. In addition, **"T" Engineering Services** will perform real estate appraisals under the direction of Right of Way Acquisitions, Inc.

Christopher B Burke Engineering (CBBEL)

Lighting
Signals
Permitting
Drainage
Erosion Control

Patrick routinely teams with CBBEL and our respective staffs have a close working relationship. CBBEL worked on Phase I of this project with Patrick and their responsibilities on Phase II will be extensions of their roles during Phase I to ensure a high level of continuity.

CBBEL is a full-service consulting engineering and surveying firm that comprehensively meets the needs of our clients, whether in the public or private sector. Founded in 1986 by CEO Christopher B. Burke, our Illinois-based staff of 208 consists of experienced and responsive professionals who provide engineering, surveying and environmental services on a personal level. Committed to delivering consistently accurate, timely and cost-effective solutions to a wide range of engineering and environmental challenges, our team's expansive list of specializations provides professionalism and a depth of expertise that promote project success.

Since its founding in 1986, the size of our company has grown. We are proud to have served as lead engineer on a variety of major municipal and county undertakings, including the design, permitting and construction of numerous major transportation and local municipal roadway projects, multi-use paths, on-street and off-street bike lanes, roundabouts, bridges, flood control reservoirs, pump stations, embankments, storm sewers, large open channels, water mains and water systems. Our office prepares a significant number of high-quality stormwater management studies and permit applications, having obtained more than 2,000 US Army Corps of Engineers Section 404 permits, more than 500 Illinois Department of Natural Resources-Office of Water Resources floodway construction permits and 450 Federal Emergency Management Agency Letters of Map Amendment and Letters of Map Revision.

Whether you require consulting for an individual project or the full-service resources from one of our departments, you can rely on CBBEL to take the time to thoroughly understand your needs and partner with you to create innovative, cost-effective solutions. We have unique knowledge and experience with various funding programs available to our local agency clients, providing an added service not easily found in the engineering industry: from grant writing and design procedures to record keeping and funding reporting, CBBEL is your full-service firm.

Right of Way Acquisitions, Inc. (ROWA) is located in Chicago, IL, specializing in land acquisition consulting services for public agencies. Primary services include negotiations and relocation work as well as negotiation management support. ROWA is committed to excellence and takes pride in providing good faith negotiations to affected property owners under the Uniform Relocation Assistance & Real Property Acquisitions Policies Act of 1970. ROWA's mission is to provide clients with acquisition and relocation services and ensure compliance with applicable regulations and procedures and eliminate delays that would jeopardize schedules or increase project costs.

ROWA is owned by Digna Gomez. Ms. Gomez is an IDOT Approved Negotiator and Relocation Agent and a member of the International Right of Way Association (IRWA). Ms. Gomez is currently certified with the IRWA Right of Way Relocation Assistance Certification and is also an Illinois Real Estate Broker. She has been working as an Acquisition Agent for IDOT as well as the Illinois Tollway on assignments throughout the State of Illinois since 2005. In addition to providing right-of-way services, Ms. Gomez has also provided Negotiation Management support at IDOT's Bureau of Land Acquisition office in District 1 for the past 11 years. In this role, Ms. Gomez is responsible for overseeing title approval files that are submitted by District 1 Negotiators to the Department for title approval. Duties include submitting files to the Offices of Chief Counsel and the Attorney General, handling title and conveyance document issues raised by IDOT review attorneys, assuring files are processed for recording, title policies and payments to the property owners, maintaining channels of communications with Negotiators, Title Company and Attorneys in an effort to obtain title approval. Ms. Gomez has also assisted IDOT's Special Assistant Chief Counsel in reviewing settled parcel files to assure regulatory compliance.

Right of Way Acquisitions, Inc.

ROW Negotiations
Appraisal and Review Appraisal
Coordination

ROWA is a professional negotiations firm approved by IDOT, who brings local experience to this area for the successful completion of securing the needed ROW for this project.



Assessment of Project Challenges



Identified Challenge 1 | Challenges with the removal and replacement of existing Dryland Bridge and settlement from poor soils within the project limits. What are other feasible and economical options that may work for the bridge?

The existing dry land bridge beneath the south half (eastbound lanes) of 143rd Street is in good condition. It does not need to be replaced and only needs minor work to keep it in a state of good repair. In order to address differential settlement of the roadway, the dry land bridge will be expanded to the north to underpin the westbound lanes and the area of roadway widening to the north. Our team evaluated less expensive options such as aggregate columns, geofabric, and geofoam, however, these options do not provide sufficient support to prevent future settlement. The land bridge will not be extended beneath the sidewalk to the north and less expensive polystyrene fill will be used in this area. We have identified several economical design recommendations that can substantially reduce the cost of the dry land bridge, they include:

1. the use of pre-cast materials to shorten construction time,
2. increasing the spacing and thus utilizing fewer drilled shafts, which can be done by way of the use of larger bells at the bottom to provide the same level of bearing capacity, and
3. using pre-fabricated concrete box beams in lieu of the 2'-6" cast-in-place concrete pier caps.

These options can substantially reduce the overall cost of the land bridge and are discussed in greater detail in the Project Approach (Section 6).

Proposed Solution



Identified Challenge 2 | Design and coordination challenges with three different deliverables for intersection improvements and bridge removal and replacement.

The preparation of Phase II contract plans for three different deliverables is a key aspect of the success of this project. Given funding constraints, we must provide the maximum flexibility for the Village to be able to respond and secure any available funding source that we can, including those with "shovel-ready" requirements. Patrick will develop three sets of contract plans, specifications, and estimates, one for the bridge, one for the intersection, and one for both, to meet this requirement. One challenge with this approach is to control the level of effort (and hence, cost) put into this at stages where there is little benefit. Patrick is using this same strategy on our current Olympic Boulevard project for the City of Joliet. We are developing the project to be let as one, or as three separate component projects, based on the availability of ROW and permits. Our solution is an approach whereby at the early stages we only develop what is needed from an engineering standpoint to allow for meaningful reviews. As such, rather than a full preliminary plan set with details, specs, and quantities, we are developing an In-progress Design Verification Review (IDVR) set that allows our client to review the key aspects of the plans without expending the additional effort of a complete set of PS&E, to streamline and create efficiency in the process. Overlapping temporary work/materials, maintenance of traffic (MOT) phases, control, etc. will be reviewed and addressed at the Pre-Final Stage. We will use this same time and money-saving approach for your project. For your project, we recommend letting the bridge separately from the intersection to maximize the amount of outside funding that can be obtained. This is explained further in the Project Approach (Section 6).

Proposed Solution





Identified Challenge 3 | Challenges with availability of funds for bridge replacement and how they can assist the Village in securing funding.

The Village has a robust capital improvement program, with many projects competing for the same funding sources. Patrick helped the Village to secure \$640,000 of federal STP-L funds from the Southwest Conference of Mayors (SCM) in FY21 for Phase II Engineering. \$7,760,000, is also included in the STP-L Contingency Program for Construction and Construction Engineering. Patrick will work closely with the SCM to convert those funds from the contingency program to the active program, so they are available in time for construction. This will include submitting a new application for this program during the next call for projects in January 2022. Additionally, Patrick will also submit the project for the STP-Shared Fund. While this project is not eligible for STP-Bridge funds due to its designation as a dry land bridge as opposed to a standard bridge, another funding source we would recommend to help close the funding gap is the Invest in Cook Program. Patrick has had success in the past securing construction funds for our clients through this program. We will also be assisted by our subconsultant, CBBEL, who (in the first half of 2021) has helped secure over \$13.5M in grant funds for their local agency clients.

VALUE ADD: Patrick has a history of partnering with, and if requested, will engage Seneca, LLC, to provide grade writing services. Seneca is located in Washington D.C. and specializes in the areas where public and private sectors meet, such as government funded financed projects. **Seneca has successfully help transportation projects nationwide receive over \$2B in federal funds, including \$20M for the City of Joliet for the Olympic Boulevard/Rock Run River Project.**



Proposed Solution



Potential Challenge 1 | There are several utility conflicts with the proposed pavement widening for the intersection improvement that could cause potential construction delays.

Patrick understands the importance of continuous and aggressive utility coordination, which is required during the Phase II to achieve a successful Phase III. During Phase I, we identified Comcast, ComEd, AT&T, Nicor Gas, water main, and sanitary utilizes present in the project area. During the early stages of design, we will seek to avoid utility impacts, without compromising the intent and integrity of the project. Should some conflicts be unavoidable (for the private utilities) we will send utility companies our plans at the preliminary, pre-final, and final stages of completion. We will follow-up with each individual utility to ensure receipt by the appropriate individual for quick action. We will ensure the Village's expectations of the utility companies are clearly relayed so that there is no confusion regarding verification of existing facilities and initiating the preparation of their relocation plans and permit applications. Finally, we will schedule, facilitate, and attend all utility coordination meetings. We will come prepared with a list of all anticipated utility conflicts and clear, large-scale exhibits that are color-coded for each type of utility to make sure the meetings are productive and expectations clear. We will obtain the actual CAD files of their relocations and compare them with our project to ensure their new locations will not conflict with our project or the proposed locations of other utilities; ultimately, reducing the risk of costly utility related delays.



Proposed Solution



Potential Challenge 2 | Including environmental protection and aesthetics into the project while minimizing costs.

We know a desire of the Village is to improve the visual appeal of this area as part of this project, including the natural wetland area in the southeast quadrant of the intersection. We investigated features during the Phase I, including: an elevated boardwalk (in this area); wetland protection; as well as passive recreational/educational elements. Since we have already developed some of these items to a certain level of design, we would be able to pick them up easily and efficiently and further evaluate them for inclusion in the Phase II. Passive recreational/educational features could be incorporated at a minimal cost. We would work with Orland Park Open Lands to develop aesthetic features that can be included to enhance this area. Standard sidewalk was not proposed in the southeast quadrant because of the fill required in the wetlands. An elevated boardwalk was considered but was not included in the Phase I due to its added cost. We would seek funds in the next round of the ITEP program in 2022 for this added project feature and incorporate it back into the project if we are successful in securing this funding.

Proposed Solution



Potential Challenge 3 | Securing the needed permits and land acquisition in time for the construction letting.

There are three primary permits needed for this project for construction. They are an MWRD permit, a USACE 404 permit, and an NPDES permit. While all permits are somewhat dependent upon the responsiveness of the permitting agency, the critical path for permits will likely be the USACE 404 permit. While we already have a jurisdictional determination from the USACE for the wetlands (dated 9/19/16), because of the date of the original wetland delineations, they will likely need to be re-delineated, as they are over 5 years old. Our plan will be to initiate the new delineations immediately at the onset of Phase II (as long as it is within the valid period of April 15–October 15) so that we can engage the USACE as quickly as possible to update their records and be ready for our permit submittal. In this way, we will be able to secure all permits in time for the construction letting. There are a total of 12 parcels of proposed ROW/temp easements needed for the project. Initial coordination with each affected property owner was performed during Phase I. At the onset of Phase II, we will expedite the plats & legals and the appraisal process, so that we can present offers and negotiate with the property owners as soon as possible, to ensure that all needed parcels are secured in time for the ROW Clear date stipulated by IDOT for the target letting for the project. Patrick engineers will be ready to support the Village and professional negotiator during the process to address any issue or concern any property owner may have. Our focus will be on these time critical items throughout Phase II so that they will not cause delays in meeting the Village's timeframes for the project.

Proposed Solution



Related Bridge Design and Cost Estimating Experience

EXPERIENCE IN THE FEDERAL AID PROCESS

Patrick has extensive experience with expediting infrastructure projects through the federal aid process. It is essentially what our Transportation Highway Group does. We know what is required for the Phase II process each step of the way to retain federal eligibility by undertaking close coordination with the IDOT Bureau of Local Roads & Streets and the CMAP Councils of Mayors.

Our Team is overseen by our Project Manager, **Jarrold Cebulski, PE**. Jarrold previously worked at IDOT for 13.5 years. There he learned the federal process from the inside-out. During his tenure with Patrick, he has leveraged his knowledge, by steering dozens of Local Agency highway/bridge improvement projects (in District 1) through the IDOT federal process, including such projects as Woodward Avenue (Village of Woodridge), Narragansett Avenue (Cook County), and 75th Street over E. Branch of DuPage River (DuPage County), to name a few. Jarrold has a mastery of the Federal Project Development process that is second-to-none in the industry. Given his experience and numerous key industry (i.e., IDOT and FHWA) contacts he's able to expedite schedules, minimize risks, and proactively communicate to get answers quickly and efficiently.

PROVEN SUCCESS

MBTA Red Line/Orange Line Program

This project features our cost estimating expertise. Patrick has an internal Program Management Group within our Management Services Division. This group includes several highly experienced cost estimators. These experts develop costs using a **bottoms-up approach**, which means they look at **actual production rates, material costs, risk, project schedule/duration**, etc.; as opposed to the top-down approach used by engineers in our industry, which relies on pay items, quantities, and unit prices. This provides a real-world check of our Engineers Estimates of Construction Cost for our local agency highway and bridge projects and results in our estimates being much closer to the final bid prices than many of our peers. Below is an example of the level of accuracy this team achieved on the actual bid prices for the Red Line/Orange Line (RL/OL) group of projects. We can apply this experience to your project to help reduce risk and increase funding certainty.

Patrick Estimates for RL/OL prior to PS&E and Reconciliation	
Orange Line Test Track	\$5,468,007
Wellington Yard Expansion Tracks 33-38	\$20,435,943
Wellington Yard Rebuild	\$99,563,000
Wellington Maintenance Facility	\$79,754,762
Red Line Test Track	\$27,192,152
Cabot Yard Rebuild and Maint. Facility	\$201,370,000
TOTAL AGGREGATED COST	\$433,783,864
TOTAL of WINNING BIDS	\$434,235,777
Patrick Estimate Comparison (-0.1%)	-\$451,913

Patrick's unique differentiator is our internal construction group

This group allows Patrick to bring a perspective and understanding of construction and construction estimating that other design firms do not possess.

We use HCSS Heavy Bid software which is formatted specifically for infrastructure projects and is made for self-performing contractors. It integrates with most accounting software and with scheduling software such as Primavera.

Patrick is able to establish several different databases of information including equipment costs, labor rates, and material costs.

We develop and maintain these databases using our experience to establish rates and updating to current indices specific to the timing and location of projects.

The software also allows customization of the estimate to address items such as access issues, limits of operation, key risks, logistics of the project, and the project schedule.



Illinois Route 132, Deep Lake Road to Munn Road
Illinois Department of Transportation | Lake County, Illinois

This is our most recent dry land bridge design project. The Phase II contract plans were developed for the complete replacement of a 938' long dry land bridge supporting IL 132 (Grand Avenue) over an area of extremely poor organic soils. The project involved an alternatives analysis for the dry land bridge to compare lesser cost options and their anticipated performance, whereby it was ultimately decided by IDOT to select the dry land bridge option due to its factor of safety in controlling future settlement and reducing long-term maintenance costs. We then prepared final structural design plans for the new bridge. This project is currently in construction.

Schedule | 2018-2023

Budget | \$13 Million

Reference | Matthew Rothenberg, 847-705-4230, Matthew.Rothenberg@Illinois.gov

Funding | Federal and State

Key Personnel Involved | Jarrod Cebulski, Nick Schilling, Adam Newman, Yinghong Cao



BRIDGE 291.33 SANTA BARBARA REPLACEMENT PROJECT

Union Pacific Railroad | Narlon, California

Patrick was retained by Union Pacific to provide an Independent Cost Estimate (ICE) and Schedule for the Construction Manager/General Contractor (CM/GC) delivery of the in-kind Bridge Replacement Project in Narlon, CA. The project included replacing existing bridge superstructure spans and structural steel tower foundations; installation and removal of temporary work platforms (trestle bridges); installation and removal of temporary falsework and shoring

of the existing bridge spans; staging areas, material handling and laydown areas and crane pads; and relocation of existing utilities in conflict with new construction. Demolition and construction of work to be staged during nine 24-hour shutdown periods. Patrick's task is to develop the ICE at the 30, 60%, 90% and final design stages and developing an independent schedule of the work as part of negotiating a final bid price with the CM/GC.

Schedule | 2019-2020

Budget | \$18 Million

Reference | Micheal Freeman 402.544.5153, michaelpfreeman@up.com

Funding | Federal and Private

Key Personnel Involved | Robert DiGirolamo



75TH STREET OVER THE EAST BRANCH OF THE DUPAGE RIVER

DuPage County Division of Transportation | DuPage County, Illinois

Patrick prepared a Phase I Study and Phase II contract plans for the major rehabilitation of the bridge carrying 75th Street over the East Branch of the DuPage River (SN 022-3040). The new superstructure consisted of a three span 27" PPC deck beam with a 5-inch concrete overlay. The upper portion of each backwall and seat area at both abutments was removed

and reconstructed. The upper portion of both piers was also removed and reconstructed. Roadway improvements included raising the vertical profile, resurfacing ½-mile of roadway, reconstructing the center median, and providing new guardrail adjacent to the bridge. **The deck beams used in this project are similar to those we propose to use for the 143rd Street dry land bridge as a major cost-savings recommendation.**

Schedule | 2009-2011

Budget | \$1.6 Million

Reference | Christopher Snyder
(630) 407-620,
christopher.snyder@dupageco.org

Funding | Federal and Local

Key Personnel Involved | Jarrod Cebulski



CANAL STREET

Chicago Department of Transportation | Chicago, Illinois

This is the Phase-II final design engineering services of the reconstruction of the Canal Street Viaduct from Harrison Street to Taylor Street. The structure is a two-way slab structure with a deck width of 100 ft extending from ROW to ROW. The construction will be staged to minimize disruption to the adjacent properties access. The total length of the viaduct is approximately 1,600 ft. Patrick worked with CDOT to revise the Phase I TS&L to move the south abutment and reduce the overall viaduct length.

Schedule | 2020-2022

Budget | \$2.5M

Reference | Moira Kent
Moira.Kent@cityofchicago.org

Funding | Federal and Local

Key Personnel Involved | Steve Lynch,
Yinghong Cao



Illinois Route 53 over Springbrook Creek Illinois Department of Transportation | Itasca, Illinois

This project included Phase II PS&E for the replacement of the bridge carrying Illinois Route 53 over Springbrook Creek in Itasca. The project included the structural design for the new single-span structure over Springbrook Creek in conjunction with an adjacent intersection improvement. This project was an advanced breakout project of a larger project to widen IL Route 53 in this area from two lanes to five. It

required detailed MOT staging plans to sequence the bridge construction with the intersection. Geotechnical studies were also required for a substantial amount of fill to be placed on a previously unburdened soil mass.

Schedule | 2016-2017

Budget | \$3.6M

Reference | John Baczek
(847) 705-4104
John.baczek@illinois.gov

Funding | Federal and State

Key Personnel Involved | Jarrod Cebulski,
Steve Lynch

UNDERSTANDING OF THE PROJECT

Oviand Park
345' x 142' Area

Ex. 64' City Street

Ex. 64' City Street

Ex. City Street Bridge

High Quality Wetland

Site of Future Heavy East Transloading Development

Ex. Commercial Development

Unsettled Site Former Santa Clara Station

Legend

Google Earth

Capacity Issues

- ## Infrastructure Issues

- The improvement of this intersection will also set the stage for the future improvement of JHD from 143rd Street south to Mall Drive, which would include widening to provide a center median for left turns to improve safety. Based on our in-depth knowledge of the corridor and the stakeholders and our successful completion of the Phase I, **Patrick will adeptly navigate the federal Phase II process to make this project a reality for the Village.**

Patrick's specific approach to your project will accomplish several key criteria:

- THIS PROPOSAL IS CONSIDERED PROPRIETARY TO PATRICK ENGINEERING INC. AND CONTAINS VALUABLE CONFIDENTIAL DATA, TRADE SECRETS, AND COMMERCIALLY SENSITIVE INFORMATION INCLUDING INFORMATION RELATING TO ITS INTELLECTUAL PROPERTY. DISCLOSURE PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF PATRICK ENGINEERING INC.

Value Engineering

We understand how important this project is to the Village, as well as the funding constraints related to this type of project, particularly in terms of the lack of available funding sources for dry land bridges. Therefore, one way to close this funding gap is to reduce the construction cost of the project. Subsequent to the completion of Phase I the Patrick Team (at no cost to the Village) undertook a Value Engineering (VE) exercise to identify areas to reduce project costs. Below is a list of recommendations we believe can reduce project costs, and are further described in the following pages of our Project Approach:

- Recommendation #1 – Refine scope to widening and resurfacing instead of full reconstruction
- Recommendation #2 – Do not extend the dry land bridge beneath the sidewalk
- Recommendation #3 – Redesign the drilled shafts to reduce the total number
- Recommendation #4 – Eliminate some sections of enclosed storm sewer by way of ditches
- Recommendation #5 – Avoid relocations to Village-owned utilities
- Recommendation #6 – Use of combination traffic signal and lighting poles
- Recommendation #7 – Reduce ROW and temporary easements

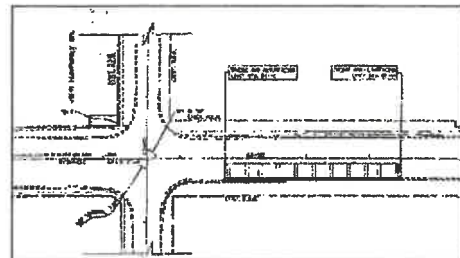
Roadway Scope Refinement

During Phase I, an intersection reconstruction scope of work was evaluated for the intersection improvement of additional auxiliary turn lanes. While complete reconstruction is a more substantial improvement providing better long-term durability, given the Village's limited funds and large number of competing capital improvement projects, a more economical scope of widening and resurfacing was investigated. Both scopes are viable, so as a conservative approach, the higher reconstruction cost was used in the submittal of various funding

applications and to leverage funding for the maximize benefit of the Village. As such, revising the project to a full widening and resurfacing scope of work for the intersection project can be carried forward as the recommended scope of improvement for the project to achieve a substantially savings in construction cost.

Structural

A major component of this project is the existing dry land bridge (SN 016-D010) supporting the EB lanes of 143rd Street over an area of poor highly compressible soils. The bridge was constructed in 2003. The existing structure is an eight-span, 211' long, 16" thick reinforced concrete slab. The substructure is comprised of bent caps supported by five 24" diameter drilled shafts to a 40' depth. The slab has a 3-1/4" thick asphalt surface. The structure carries two 12' wide eastbound traffic lanes with curb and gutter.



2003 Plans for the Dry Land Bridge on the East Leg



Looking West at the Dry Land Bridge

The existing eastbound dry land bridge will be extended to the west with the addition of two spans. The existing bituminous wearing surface and waterproofing membrane will be removed and replaced on the entire bridge slab. A new 251' long westbound dry land bridge will be constructed immediately adjacent to the eastbound structure. This bridge will be 54'-7" wide to accommodate two 12' thru lanes, two 11' left turn lanes, a 6' foot median and curb and gutter. New bridge approach slabs will be constructed at both ends of the land bridge. IDOT recommended that the dry and bridge extend even further north to support the proposed sidewalk on the north side of 143rd Street.

However, as a cost savings measure, Patrick is proposing that the bridge only be extended north as far as the north curb & gutter and not to the extent of the sidewalk. This is a reasonable measure, as the sidewalk is separated from the road by a grass parkway and is more tolerant to minor settlement than the roadway pavement. Patrick has completed all geotechnical investigations and reporting during the Phase I, so we are highly confident in our proposed recommendations for the bridge foundation and soil treatments.

Cost Savings
Recommendation #2



Patrick has experience designing dry land bridges with our recent being Phase II for IDOT's IL 132 (Grand Avenue) project in Lake County. This project involved the replacement of an existing 938' long dry land bridge. This recent project experience will benefit the Village because as part of that project, we evaluated several different cost savings measures that we can apply to your project.

Cost Savings
Recommendation #3



The use of aggregate columns or geofabric would reduce costs but would not control settlement satisfactorily. A major cost-savings factor is our plan to reduce the number of drilled shafts from the Phase I, by increasing the bell size at the bottom of the shafts, allowing us to increase the spacing between the bells. Since a significant cost of the bridge is in the materials, this will have a substantial impact on the reduction of the cost of the project. Additionally, we propose to use precast concrete box beams instead of the 2'-6" cast-in-place concrete pier caps. Because precast elements are fabricated using assembly line

techniques and are not subject to weather conditions, precast concrete typically results in a cost saving of 20-25%.

Drainage

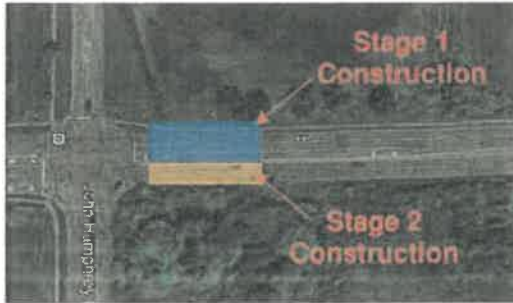
In the proposed project design, portions of the existing drainage system will be retained, and portions will be replaced with larger diameter pipe. There are four outlets within the project area and these outlets are considered suitable for reuse. The existing drainage system at the existing land bridge will remain in place with extensions to accommodate the widening. Stormwater detention is not required since the added impervious area is less than 1 acre (0.85 acre), however, some replacement storage volume is required due to a nominal amount of fill (0.04 AC-FT) proposed in the existing depressional area associated with the Humphrey Drive Wetlands area. This will be provided in a roadside ditch fronting a Village-owned parcel along the east side of the south leg of JHD. While the Phase I drainage plan has been developed in a very cost-effective manner, our VE process has identified opportunities to reduce the project cost in the drainage design. Therefore, we have identified areas where we can eliminate sections of the enclosed storm sewer and utilize curb openings to drain the runoff directly into the roadside ditches, such as along the east leg of 143rd Street. Our subconsultant Christopher B. Burke Engineering, Ltd. (CBBEL) prepared the Phase I Drainage Study, therefore, for consistency and efficiency, they will develop the drainage design plans in Phase II.



Humphrey Drive Wetlands in SE Quadrant

Cost Savings
Recommendation #4





Maintenance of Traffic

Safe and proper Maintenance of Traffic (MOT) is extremely important since JHD and 143rd Street has a mix of commercial and residential land uses and this intersection is frequently used to access the major Orland Square Mall to the south. The improvement of JHD and 143rd Street will be accomplished with temporary pavement and staged construction to keep one lane in each direction open at all times. From an MOT perspective, this project can be constructed all as one, or it can easily be separated into separate construction contracts for the bridge and intersection. For the dry land bridge

construction, traffic will be shifted to the south on the existing dry land bridge, while the expanded portion of the dry lane bridge is constructed beneath the westbound lanes. For the intersection work, during the pre-stage, temporary pavement will be installed on the west side of JHD and on the north side of 143rd Street. No road closures or detours are needed. The existing traffic signals will need to be replaced due to the addition of the proposed turn lanes, therefore temporary signals during staged construction will be needed based on the lane configuration of the stage. We will work to time the construction start so that the entire project can be completed in one season, without the need to extend over the winter.

Utilities

One of the biggest obstacles for contractors and reasons given for construction delays is utilities. During Phase I, we coordinated with Comcast, ComEd, AT&T, Nicor Gas, water main, and sanitary. The Patrick Team understands the importance of continuous and aggressive utility coordination and we will work closely with each utility to develop strategies to avoid and minimize impacts to their facilities without compromising the intent and integrity of the roadway project. Our approach will identify unique solutions to work around utility facilities to reduce the number of conflicts. Specifically, we will strive to avoid relocating the water main (south side of west leg and north side of east leg) and the sanitary sewer (along the west and north legs) as these relocations would be at Village cost. For non-Village utilities, we will obtain the actual CAD files of the utilities' relocation plans and compare them with our project to ensure their new locations will not conflict with our project or the proposed locations of other utilities. Fewer utility conflicts will result in reduced project cost, reduced risk, and better certainty during construction, ultimately saving the Village money.

Cost Savings

Recommendation #5



Traffic Signals and Lighting

The JHD and 143rd Street signal is owned by the Village. This location will require temporary traffic signals during construction staging. New permanent traffic signal equipment will be provided at the intersection to accommodate the additional turn lanes, as well as interconnection to the west to tie into the recently improved US Route 45 (LaGrange Road) at 143rd Street intersection. Roadway lighting will be provided at the proposed JHD and 143rd Street intersection, as required. A cost savings measure will be the inclusion of combination poles at the intersection, which will reduce the total number of poles required, hence reducing project cost.

Cost Savings

Recommendation #6



Land Acquisition

ROW acquisition is required for the JHD project. Permanent acquisition of approximately 24,870 SF is required from a total of 8 parcels in addition to approximately 1,010 SF from 4 parcels of temporary easements. Patrick will obtain updated survey to re-model the areas of land acquisition to reduce these amounts to the extent possible. Reduction in the proposed amount of ROW needed will reduce the cost of the project. Once refined, we will prepare the plats and legals and Right of Way Acquisitions, Inc. will support the team for appraisals and

negotiations services. Our plan will be to work with each individual property owner to make sure they understand the ROW process, their rights, and what they can expect during construction of the project. We have facilitated land acquisition on numerous federally funded Local Agency projects and know how to work with IDOT through every step. Right-of-Way Acquisitions was recently assigned to two Village-owned parcels on IL Route 7 for negotiations, so they have recent experience in performing ROW acquisition for the Village of Orland Park.

Cost Savings
Recommendation #7



Our team has provided engineering design and permitting services for hundreds of bridge projects across the country, as well as here in Illinois. Patrick's PM, Jarrod Cebulski knows the importance of coordination and will lead the team away from delays caused by poor communication. As the Permitting Task Lead, Ilene Dailey, will proactively work with the permitting agencies to minimize comments and



revisions to ultimately reduce review time.

Environmental and Permitting

The project requires several permits as outlined below:

Permit Type	Reason for Permit
MWRD Permit	Reconstruct outfalls at the Humphrey Drive Wetlands
IDRN-OWR Permit	Not required – No designated floodplain or floodway
IEPA Permits	Potential watermain or sanitary sewer relocation
USACE 404 Regional Permit	0.134 acres of impact to four wetlands
NPDES Permit	> 1 acre of soil disturbance

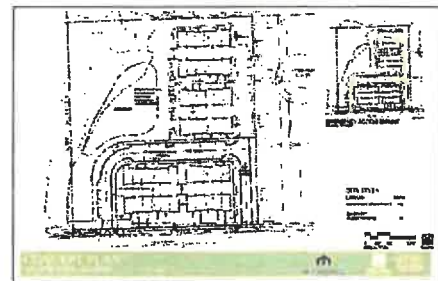
The Patrick/CBBEL Team is familiar with the submittal and permitting requirements for all of the above needed permits. These permit applications will be completed as early as possible so that the resource agencies have as much time as possible to review and grant the permit. Proper forms and a SWPPP will be included in the contract documents.

Our Team will update any environmental items that have expired during the course of the project. The wetlands will need to be redelineated, as the wetland report was from July 8, 2016 and is over 5 years old.

The special waste PESA identified eleven sites with potential REC's, so a PSI is required and will be prepared by Patrick during Phase II.

Adjacent Developments

Patrick has assisted the Village in coordinating with the developer in the northeast quadrant of the intersection. The site will be developed as townhomes called Metro East (see exhibit to right). The site will have two access points to 143rd Street east of JHD. We also coordinated the joint use of the frontage of the property for the new ROW line, sidewalk, sales, and grades. We agreed upon a layout of an 8' parkway, 6' sidewalk, and 2' for utility poles. This area is within a turn lane taper along 143rd Street further complicating the coordination. Drainage work has also been coordinated. Patrick's experience coordinating with this developer and engineer will bring value during Phase II due to our knowledge and understanding of the details that have already been agreed upon.



Plan Development

Our team will prepare three separate sets of plans, specifications, and time and cost estimates for the JHD at 143rd Street improvements, as follows:

- Entire project including the intersection improvements and the dry land bridge expansion
- Intersection improvements only
- Dry land bridge expansion only

All three PS&E packages will be developed as bid-ready and suitable for construction. We will prepare these plan sets to be as simple and concise as possible, while at the same time including enough detail to guide the contractor with no uncertainty.

For this project, we anticipate the following levels of completion: **Preliminary Design Phase (60%), Pre-Final Design Phase (90%), and Final Design Phase (100%)**. The key elements are as follows:

Preliminary Plans (60%)

- Conduct a field review to verify existing conditions and identify any additional pick-up needs
- Meet with affected utility owners to review their locations and potential impacts
- Prepare preliminary plans
- Develop preliminary construction cost estimate and construction schedule
- Perform QA/QC compliance audit
- Submit preliminary plans, contract specifications, and cost estimate to the Village

Pre-Final Plans (90%)

- Incorporate and/or address all comments made during the preliminary plan review
- Further develop the design
- Schedule a plan-in-hand field review
- Meet with affected utility owners to finalize their relocation plans
- Refine construction cost estimate and construction schedule
- Perform QA/QC compliance audit
- Submit pre-final plans, contract specifications, and cost estimate to the Village and IDOT

Final Plans (100%)

- Ensure that pre-final comments have all been incorporated and addressed
- Submit final plans, contract specifications, estimate of time, cost estimate, drainage calculations, and quantity calculation book

Our Team will prepare and update the Estimate of Probable Construction Cost so that it is kept up-to-date throughout the Phase II process.

Funding and Coordination with IDOT and the Southwest Municipal Conference

Our Project Manager, **Jarrold Cebulski**, worked closely with the Village, and the SCM during Phase I to craft an innovative funding plan for the JHD project. We secured Phase II funds via the CMAP STP-Local Program at 80%/20%. Federal funding for construction is included in the STP-L Contingency Program. In 2021, Patrick submitted an STP-Shared Fund application for right-of-way, construction, and construction engineering funding. Patrick continues to perform active project management for the Village per CMAP requirements by submitting project updates every quarter to the SCM Planning Liaison. Patrick will continue to handle this coordination with these agencies for the Village during Phase II to ensure full project funding is secured and maintained for a construction target in 2023. Attendance at IDOT District One and SCM meetings to provide project updates, discuss project details, and coordinate project decisions is expected.

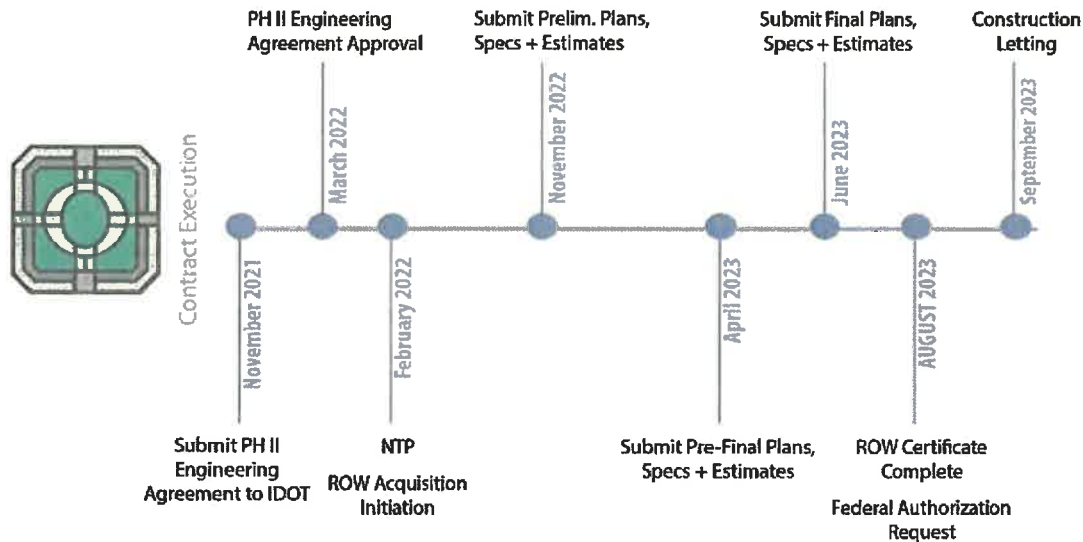
We have an excellent relationship with the IDOT BLRS, which will be critical in the expeditious coordination to secure project approvals. We worked closely with Kevin Stallworth during Phase I. Jarrod's 13 years at IDOT provides him with the understanding of the agency's requirements and extensive contacts within IDOT, to be able to advocate on the Village's behalf to achieve the desired outcome from the Department. His experience will be invaluable to efficiently navigate this project through this process to a timely construction letting.

Letting and Bidding

Once the project has been advertised and bids are received, Patrick will be available to perform the bid analysis and provide the contractor recommendation. We will attend the pre-construction conference at IDOT and fully

stand behind our design by providing answers to RFIs and meeting in the field with the contractor to resolve any plan-related issues during construction.

Projected Schedule and Proposed Milestones



HOW THE PATRICK TEAM WILL ASSIST THE VILLAGE WITH THE COMPLETION OF DESIGN DOCUMENTS IF CONSTRUCTION FUNDS ARE NOT AVAILABLE:

Patrick will proceed with the development of design plans, while we are working on funding applications to secure the needed funds for construction. To provide the greatest level of flexibility to the Village, we will develop three separate sets of contract plans and documents; 1.) bridge only, 2.) intersection only, and 3.) combined bridge and intersection. It is our recommendation that the project proceed as two separate contracts, and this is why: A highly viable source of funding for this project is STP-Local (STP-L) funds through the SCM. Based on recent coordination with Vicky Smith, Executive Director of the SCM, the next call for projects for the STP-L Program will be January 2022 and they have a limit of \$1.5M per project. If we split the project into two, we could feasibly secure \$1.5M for the bridge project and \$1.5M for the intersection project. Even if we secure a larger source of funding, such as the STP-Shared Fund, this funding should be able to be split among the two construction contracts. Of course, our team will still develop the combined set of contract plans for both project components, should it become advantageous to implement the project in that manner.





Patrick will achieve the Village's project goals by way of our communication, quality, and project experience. Early and continuous communication is how we do business and is what will make your project a success. Our commitment to quality starts on day one and is critical to a successful design process. Our firm's vast experience with Phase II Plans for Local Agencies, coupled with our knowledge and history from leading the Phase I process, makes Patrick the best choice to give the Village confidence that all issues will be addressed, and every detail will be handled in the contract plans to be prepared to bring your JHD project to fruition. We have done this before, and we are eager to bring these skills to your project.

Key Personnel Resumes

Patrick Engineering has no contract commitments that will affect our ability to complete this work on schedule. Patrick brings a team that has the expertise and manpower to complete this project in a timely manner. We understand the sense of urgency that this project requires and are prepared to allocate appropriate staffing levels to expedite the design and construction of this project.

the right team with the right capacity BECAUSE:

1	The Patrick/CBBEL Team are trusted partners with the depth of resources to accelerate delivery for the Village of Orland Park, to get this project to construction as quickly as possible.
2	Our Team has overlapping services/prequalifications and can handle all engineering aspects of this project efficiently and with a high degree of quality.
3	Both our firms have decades of experience working with Local Agencies in Northeastern Illinois and developing federal transportation projects in coordination with the IDOT Bureau of Local Roads & Streets.
4	Patrick and CBBEL successfully completed the Phase I Study for the John Humphrey Drive at 143 rd Street intersection and dry land bridge project, so we have firsthand knowledge of all the issues that need to be carried into Phase II.
5	Both firms have staff who spent years working at IDOT (Jarrod Cebulski with Patrick and Michael Matkovis with CBBEL), which means we have excellent relationships with IDOT staff and can advocate on the Village's behalf with this important agency.
6	Given the extensive Local Agency experience of both Patrick and CBBEL, we each have a long track record of successfully identifying and securing state and federal funds for the communities we work with and the projects that we deliver.

The Patrick/CBBEL Team is the right selection for this project. We are both fully committed to do what it takes to bring your project to a successful award-winning completion for the constituents of the Village of Orland Park.



Jarrod Cebulski, PE Project Manager | Patrick Engineering Inc.

Education

B.S., Civil Engineering, University of Illinois at Chicago, 1991

Expertise

Phase I-II, Traffic and Geometric Studies, Environmental Studies, Funding, Stakeholder Coordination, Multi-Modal Design, Context Sensitive Solutions, Contract Plan Preparation, Specifications, Cost Estimates, and QA/QC

Registration

Licensed Professional Engineer: IL, WI, IN, MI, CO, OH, IA

Mr. Cebulski has 30 years of experience in transportation design of all phases from feasibility studies and preliminary engineering, through final design, to construction oversight. Jarrod spent 13 years of his career at the Illinois Department of Transportation District One. He serves as project Director for many of Patrick's largest highway projects and specializes in navigating the IDOT federal process for project development. Since coming to Patrick, he has amassed 17 years of experience in developing and coordinating Phase II Design Engineering on similar projects with the IDOT Bureau of Local Roads and Streets.

PROFESSIONAL EXPERIENCE

Main Street, Maple Ave. to Hinman Ave., City of Evanston, *Evanston, Illinois*

Project Director for a Phase I Study and Phase II Contract Plans for this roadway improvement project. The corridor traverses a downtown central business district. The scope of the improvement includes upgrading the roadway and utility infrastructure, improving the pedestrian and bicyclist environment, addressing ADA compliance requirements, and streetscaping. The project was processed for federal eligibility and included two Public Meetings and smaller group Advisory Committee Meetings. Patrick assisted the City with funding applications and secured an Invest in Cook grant to help fund the project.

79th Street, Madison Street to County Line Road, Village of Burr Ridge, *Burr Ridge, Illinois*

Project Director for the Phase I, II and III engineering for the resurfacing of 79th Street. The proposed improvements included milling and resurfacing of the existing pavement. The project also included the replacement of deteriorated curb and sidewalk, guardrail replacement, and drainage, traffic signal detector loop installation, and traffic control during construction. Patrick expertly coordinated the project with the Cook County Department of Transportation and Highways to secure a permit for traffic signal work on their system.

John Humphrey Drive at 143rd Street, Village of Orland Park, *Orland Park, Illinois*

Project Manager for a Phase I Study for the Village of Orland Park for the improvement of the John Humphrey Drive at 143rd Street intersection. The study was processed through the Illinois Department of Transportation Bureau of Local Roads & Streets for federal eligibility. This project is a precursor to a future planned study for the improvement of John Humphrey Drive from 143rd Street south to Mall Drive, a main entrance to Orland Square Mall. This intersection improvement includes additional auxiliary turning lanes, improved signalization, and pedestrian improvements. The improvement transitions into recent improvements at the 143rd Street at LaGrange Road intersection. The study also evaluated improvements to an existing dry land bridge along 143rd Street just east of John Humphrey Drive that will be impacted by the proposed improvement. The Phase I Study includes highway capacity studies, an Intersection Design Study, crash analyses, geometric development, environmental evaluation, structural studies, drainage studies, and the preparation of a Bridge Condition Report and Project Development Report.

Woodward Avenue, Internationale Parkway to the I-55 Bridge, Village of Woodridge, *Woodridge, Illinois*

Project Manager for the Phase I, II and III engineering for the resurfacing of Woodward Avenue from Internationale Parkway to the I-55 Bridge. The improvements included resurfacing and ADA improvements for a multi-use path. This project utilized STP federal funding, and therefore was processed through the IDOT Bureau of Local Roads & Streets. Due to added railroad work and involvement in State owned ROW near I-55, Patrick navigated this coordination and kept the project on schedule.



Illinois Route 120, Lake County Division of Transportation, Lake County, Illinois

Project Director for the Phase I Study and Phase II Contract Plan Preparation. Work included widening and resurfacing to provide a center bi-directional left turn lane to improve safety and traffic operations along the commercial corridor, addition of sidewalks on both sides of the roadway, and extensive right-of-way updates. This project was locally funded and was processed via a permit with the Illinois Department of Transportation. Specific responsibilities included overall project management and direction, coordination with IDOT and local agencies, leading the stakeholder involvement program, and quality control of all project deliverables.

Washington Street from Hainesville Road to Lake Street, Lake County Division of Transportation, Lake County, IL

Project Manager for a Phase I Study and Phase II Contract Plans for the improvement of Washington Street from Hainesville Road to Lake Street. The scope of work included the reconstruction and widening of Washington Street from a two-lane to a five-lane cross-section. The project utilized federal funding. Patrick worked with the County to develop a creative funding package for two separate construction contracts.

Springingsuth and Wiley Roads Resurfacing Project, Village of Schaumburg, Schaumburg, Illinois

Project Manager for the Phase II contract plan preparation for the full-depth patching and resurfacing, as well as ADA ramp improvements for an existing multi-use path, of two major collector roads. This project utilized 80% STP federal funding, and therefore was processed through the IDOT Bureau of Local Roads & Streets. This project was completed on a very expedited schedule. During the course of the work, both projects were combined into a single plan set, with IDOT's approval. Two areas along Wiley Road were revised to full reconstruction to address pavement deterioration and upgrade a section of asphalt pavement to concrete. Geometric improvements were also incorporated at the Wiley/Tower intersection to improve turning radii for trucks. Enhancements were included in the plans, including aesthetic brick patterned crossing markings of Springingsuth Road at the primary entrance to the Schaumburg Boomers Baseball Stadium.

Kenilworth Avenue, Green Bay Road to Sheridan Road, Village of Kenilworth, Kenilworth, Illinois

Project Manager for a Phase I Study and Phase II Contract Plans for the Village of Kenilworth for the improvement of Kenilworth Avenue from Green Bay Road to Sheridan Road. The project included resurfacing the roadway, curb & gutter repair, and sidewalk and ADA improvements. The project utilized federal funding and was coordinated with the IDOT Bureau of Local Roads & Streets. The project includes geometric improvements for a mini-roundabout design at the intersection of Richmond Road near the west end of the project near the Village Hall and Metra Station. The existing Richmond Road intersection has a decorative circular feature in its center and the improvements will encourage safe consistent usage.

Kirk Road, Illinois Route 56 to Cherry Lane, Kane County Division of Transportation, Kane County, Illinois

Project Manager for the Phase I Study and Phase II Contract Plans for this roadway improvement project, a distance of approximately 4.8 miles. This project used federal Highway Safety Improvement Program (HSIP) funding for systemic improvements to the corridor. The scope of the work included traffic signal improvements at four intersections by increasing signal head conspicuity (placing one signal head per center of each lane), installation of dynamic speed display signs, the addition of centerline rumble strips, wider reflective pavement markings for increased visibility, ADA sidewalk ramp improvements, and high-friction pavement surface treatment at the intersection with Cherry Lane. Patrick also coordinated this project with the Illinois Department of Transportation (IDOT) Bureau of Local Roads & Streets (BLRS) to ensure continued eligibility of the project for federal HSIP funding.

Illinois Route 47 at Waubensee Drive/Old Oaks Drive, Waubensee Community College, Kane County, Illinois

Project Director for the Phase I Engineering Study, Phase II Contract Plan Preparation, and Phase III Construction for the safety improvement at this intersection. The scope of work included the installation of a traffic signal, additional left-turning lanes, drainage improvements, and the re-alignment of Old Oaks Drive to mitigate a history of fatal crashes at this location. This project was coordinated through the IDOT Bureau of Local Roads and Streets and included an Intersection Design Study, highway capacity studies, drainage design, wetlands, and local coordination. Phase II included preliminary, pre-final, and final plan submittals, permit applications, land acquisition support, cost estimates, and coordination during Phase III construction.





Mike Dumas Project Engineer | Patrick Engineering Inc.

Education

B.S., Civil Engineering, University of Illinois-Chicago, 1995

Registration

Licensed Professional Engineer: IL

Expertise

Phase II design work, including management, design, coordination, scheduling, plan reviews, and quality auditing.

Mr. Dumas has experience in project management, program management, design consulting, intergovernmental agreements and quality management systems. He has managed and coordinated transportation projects and worked on program management teams for large capital improvement programs.

PROFESSIONAL EXPERIENCE

Main Street, Maple Avenue to Hinman Avenue, City of Evanston, Evanston, Illinois

Project Manager for the Phase II contract plan preparation for the improvement of Main Street. The corridor traverses a downtown central business district and an historic district within the City of Evanston. The scope of the improvement includes upgrading the roadway and utility infrastructure, improving the pedestrian and bicyclist environment, addressing ADA compliance requirements, and streetscaping. Vaulted sidewalks exist within the corridor and are being investigated. The project includes coordination with the CTA and Union Pacific Railroad regarding rail overpasses near the east end of the project. The project is being processed for federal eligibility.

Bridge Design Coordinator Services, Chicago Department of Transportation, Chicago, Illinois

Project Manager responsible for performing bridge design coordinator services for multiple Phase I and II projects from project inception to project closeout. This work included cost and schedule management, plan on hand field review meetings, preparation of applicable local, state and federal permits, leading progress meetings, utility coordination, detailed review of Phase I and Phase II documents including BCR, PDR, PESA, TS&L, and contract specifications and plans, coordination with adjacent property owners and community outreach, coordination with Coast Guard and U.S. Army Corps of Engineers, Design coordination during construction phase, and project closeout.

Wentworth Avenue Roadway Improvement from Glenwood-Lansing Road to Ridge Road, Cook County Department of Transportation and Highways, Lansing, Illinois

Project Manager for the Phase II contract plan preparation for the widening and reconstruction of 1.5 miles of a rural county roadway in a suburban setting. The project included the widening of two 12-foot lanes to three 11-foot lanes which included a bi-directional middle turn lane, curb and gutter, 10-foot multiuse path and an improved drainage system. The project utilized federal funds and was coordinated with the IDOT Bureau of Local Roads & Streets. Work performed on the project included a traffic study, new horizontal and vertical alignments, detailed detour and traffic control plan, railroad coordination and the design of a new drainage system.

Illinois Route 161 Reconstruction from Parkview Road to Moonglow Road, Illinois Department of Transportation – District 8, Centralia, Illinois

Project Manager for the Phase II contract plan preparation for the reconstruction and widening of Illinois Route 161. Project improvements included widening from a 2-lane section to a 4-lane section with a bi-directional middle turn lane, curb and gutter, 10-foot bike path, sidewalk, storm sewers, box culverts and a traffic signal.

Francis Road over I-80, Illinois Department of Transportation, Will County, Illinois

Project Manager responsible for the oversight, management, and deliverables review for the preparation of the Phase I Study for the improvement of the bridge carrying Francis Road over I-80 (099-0205). The existing structure is over 55 years old and has a sufficiency rating of 17. The scope of work of the project is to replace the two-lane

structure with a wider one to provide for wider shoulders. The project includes preparation of a Bridge Condition Report, Project Report, Traffic Management Analysis, and Location Drainage Study.

Illinois Route 64 Reconstruction from Illinois Route 59 to 38th Avenue, DuPage County Division of Transportation, West Chicago and St. Charles, Illinois

Project Manager for the Phase II contract plan preparation for the widening and reconstruction of the roadway. The project improvements included widening from a 4-lane section to a 6-lane section with a divided landscaped median, bridge reconstruction, MSE retaining walls, roadway lighting including lights adjacent to DuPage County Airport meeting FAA standards, and traffic signals with an interconnect. The project utilized federal funds and was coordinated with the IDOT Bureau of Local Roads & Streets.

South Lake Shore Drive Reconstruction – Jackson Park Section, Chicago Department of Transportation, Chicago, Illinois

Lead Project Civil Engineer for the \$68 million reconstruction of Lake Shore Drive in Chicago. The Phase II project was funded by Illinois First, as well as federal funding, and included the preparation of construction documents for five separate contracts to be built over three years. The work consisted of 2.8 miles of 4- to 5-traffic lanes, seven intersections with interconnects, five new underpasses, new roadway lighting, and reconstruction of the historic Animal Bridge. The project also included the reconstruction of three parking lots. All of the construction was in historic Jackson Park and included enhancements in character with the park such as a boardwalk, extensive landscaping, and architectural precast treatment of bridges and walls.

Great Western Trail Extension, Leroy Oakes to Randall Road, Forest Preserve District of Kane County, St. Charles, Illinois

Project Manager for the Phase II contract plans for the extension of the Great Western Trail from the Leroy Oakes Forest Preserve to Randall Road. This new multi-use trail extension will be located along an abandoned Union Pacific Railroad (UPRR) corridor for a length of approximately 3,700'. The trail will be bituminous and have a width of 10'. The project is using federal ITEP funds and is being coordinated with the IDOT Bureau of Local Roads & Streets. The project includes permits from the US Army Corps of Engineers, a Kane County Stormwater Permit, and a Kane County Division of Transportation permit for work within the Randall Road ROW. Land acquisition services are also needed to obtain the needed property from the UPRR.

U.S. Route 6/159th Street over I-57, Illinois Department of Transportation, Cook County, Illinois

Project Manager responsible for the oversight, management, and deliverables review for the preparation of the Phase I Study for the improvement of the bridge carrying U.S. Route 6 over I-57 (SN 016-1013). The existing structure is over 50 years old and has a sufficiency rating of 48. The scope of work of the project is to rehabilitate and widen the four-lane structure to extend its useful service life and accommodate pedestrian and bicycle facilities on the structure. The project includes preparation of a Bridge Condition Report, Project Report, Traffic Management Analysis, and Location Drainage Study.

John Humphrey Drive at 143rd Street [2016-Ongoing], Village of Orland Park, Orland Park, Illinois

Project Engineer for a Phase I Study for the Village of Orland Park for the improvement of the John Humphrey Drive at 143rd Street intersection. The study was processed through the Illinois Department of Transportation Bureau of Local Roads & Streets for federal eligibility. This project is a precursor to a future planned study for the improvement of John Humphrey Drive from 143rd Street south to Mall Drive, a main entrance to Orland Square Mall. This intersection improvement includes additional auxiliary turning lanes, improved signalization, and pedestrian improvements. The improvement transitions into recent improvements at the 143rd Street at LaGrange Road intersection. The study also evaluated improvements to an existing dry land bridge along 143rd Street just east of John Humphrey Drive that will be impacted by the proposed improvement. The Phase I Study includes highway capacity studies, an Intersection Design Study, crash analyses, geometric development, environmental evaluation, structural studies, drainage studies, and the preparation of a Bridge Condition Report and Project Development Report.





Nicholas Schilling, PE Roadway QA | Patrick Engineering Inc.

Education

B.S, Civil Engineering, Bradley University, 2000

Registration

Licensed Professional Engineer: IL, CA

Envision Sustainability Professional (ENV SP)

Expertise

Traffic and Geometric Studies, Urban Design, Roundabout Design, Maintenance of Traffic, Cost Containment, Scheduling, Specifications, Stakeholder Coordination, Engineering Management

Mr. Schilling has over 20 years of experience in the design, development, and management of urban, corridor type reconstruction projects. His responsibilities plan all aspects of project management, planning, preparation of design drawings and specifications, cost estimating, environmental permitting, and stakeholder coordination.

PROFESSIONAL EXPERIENCE

Illinois Route 120, Lake County Division of Transportation, *Lake County, Illinois*

Technical Advisor for the Phase II Contract Plan Preparation for Illinois Route 120 from Knight Avenue to IL 131 (Green Bay Road) in Park City and Waukegan. Work included widening and resurfacing to provide a center bi-directional left turn lane to improve safety and traffic operations along the commercial corridor and addition of sidewalks on both sides of the roadway. This project is locally funded and is being processed via a permit with the Illinois Department of Transportation. Specific responsibilities included technical review and coordination with the design team.

IL Route 132 (Grand Avenue) Roadway Widening and Resurfacing, Dry Land Bridge and Box Culvert Replacement – Deep Lake Road to Munn Road, Illinois Department of Transportation, *Lake County, Illinois*

Project Manager for Phase II contract plans, specifications, permit applications, and estimates of time and cost for the \$13 mil reconstruction of Illinois Route 132 from Deep Lake Road to Munn Road, in the Villages of Lindenhurst and Lake Villa in Lake County. The roadway widening will include left turn channelization and a median. Between Deep Lake Road and Munn Road, a shared-use path will be constructed on the north side of the road and sidewalk will be constructed on the south side of the road with ADA curb ramps. The project also includes the complete replacement of a 938' long dry land bridge.

Medinah Road Reconstruction, DuPage County Division of Transportation, *DuPage County, Illinois*

Staff engineer for the Phase I & II engineering for the reconstruction and widening of a two-mile portion of Medinah Road from Lake Street to Irving Park Road. The project included the widening of a two-lane, ditched road to a three-lane road with curb and gutter, and a new drainage system. The project also included a new retaining wall and eight-foot-wide bike path on one side.

Algonquin Road, McHenry County Division of Transportation, *McHenry County, Illinois*

Roadway engineer for proposed reconstruction of five miles of Algonquin Road from two lanes to five lanes. Developed the preliminary geometrics for the roadway.

Illinois Route 22 Reconstruction, Illinois Department of Transportation, *Village of Lincolnshire/Lake County, IL*

Lead project engineer for the roadway reconstruction, bridge rehabilitation, lighting, and traffic signals for the reconstruction of Illinois Route 22. The reconstructed road included new pavement, curb, and gutter, retaining walls, decorative medians and a new drainage system. The project also included a new bridge and a bike path. The project received a 2005 ACEC Merit Award.

Village of Lincolnshire Elm/Oxford to Oakwood Sidepath, Village of Lincolnshire, *Lake County, Illinois*

Roadway engineer involved with the development of an 8-foot sidepath on the north side of Illinois Route 22 from Elm Road/Oxford Drive to Oakwood Lane. The necessary right-of-way and grading easements were identified to accommodate the sidepath. Prepared the contract plans, specification, developed a cost estimate, and submitted the necessary permit to the Illinois Department of Transportation.



Chris Erwin, PE, SE Structural QA | Patrick Engineering Inc.



Education

M.S., 2004, Marquette University
B.S., Civil Engineering, 2002, Marquette University

Registration

Licensed Professional Engineer: CO, FL, IA, IL, IN, KY, MI, MN, OH, SC, UT, WI
Licensed Structural Engineer: IL

Expertise

All aspects of design work, including structural assessments, field investigation, remediation of existing buildings, permitting, and cost estimating.

Mr. Erwin has experience in the design and management of structural projects. Design experience includes a wide array of structure types including high rise, long span, industrial, and commercial. He has an extensive knowledge of complex steel and concrete structural design and has performed extensive FEM analyses.

PROFESSIONAL EXPERIENCE

Elmhurst Metra Station, Johns Manville, Rockdale, Illinois

Bridge inspection and rating for an existing structure providing only access to the Rockdale facility. Developed replacement options for consideration by the client, including engineering estimate of probable cost.

Bridge Inspection over I & M Canal, Johns Manville, Rockdale, Illinois

Bridge inspection and rating for an existing structure providing only access to the Rockdale facility. Developed replacement options for consideration by the client, including engineering estimate of probable cost.

CN over Washington Street, Lake County, Grayslake, Illinois

Structural Engineer for review of design plans and shop drawings for the railroad / highway grade separation project at Washington Street in Grayslake, Illinois.

West Lake Street, City of Chicago Bureau of Bridges and Transit, Chicago, Illinois

Structural Engineer for the proposed column relocations for the CTA structure over Ogden Avenue and column relocation plans for the CTA structure over Damen Avenue. Project provided reinforcing schemes for the 100-year-old girders at Damen Avenue and a 225-foot truss to span Ogden Avenue with sequencing to allow for construction without stopping service for the green line.

South Tri-State Tollway Reconstruction, Illinois Tollway, Hazel Crest, Illinois

Structural Engineer for the Master Plan, design and preparation of contract plans and documents for the widening and reconstruction of 1.3 miles of mainline pavement and shoulders, two mainline bridges, two cross road bridges, three box culverts, and twelve retaining walls. Developed Performance Specifications for Bridges and Retaining walls to allow contractors to develop bridge and retaining wall designs based on the type, size and location plans provided in the contract documents.

Arsenal Road over the BNSF Railroad and Jackson Creek, Will County Department of Highways, Will County, Illinois

Structural Engineer for the design review and shop drawing review for the reconstruction of 2.5 miles of Arsenal Road from a two- to a four-lane facility and the construction of a new bridge spanning both the Burlington Northern Santa Fe Railroad and Jackson Creek. The bridge was a three-span continuous steel plate girder superstructure on tall concrete abutments and drilled shaft bent piers. The project was part of the highway improvements to accommodate the increase of truck traffic from the Joliet Arsenal Intermodal facility.



Steve Lynch Plan Preparation | Patrick Engineering Inc.

Education

Bachelor of Engineering (B.E.), Civil Engineering, Vanderbilt University, 2001

Registration

Licensed Professional Engineer: IL, MI

Expertise

Plans and specifications; preparation and submittal of permit applications with IDNR, ACOE, City of Chicago, and IDOT; and project related public involvement coordination with elected officials, utility owners and other project stakeholders.

Mr. Lynch's experience has encompassed design for site/civil, building structures, drainage, transportation (Roadway, Rail and Aviation) projects and construction management. Steve spent a year working for Patrick's general contractor, Albin Carlson, as a site superintendent for a major roadway/stormwater management project in suburban Cook County. This experience reinforced the importance of evaluating potential construction logistics and challenges during the design phase in order to successfully complete projects efficiently and on-time.

PROFESSIONAL EXPERIENCE

Burr Ridge Parkway Resurfacing, County Line Road to Bridewell Drive, Village of Burr Ridge, Burr Ridge, Illinois
Project Manager for the abbreviated Phase I Study and Phase II contract plans. Federal funds were used for construction necessitating coordination with the IDOT Bureau of Local Roads. The work also included a special waste PESA, survey, and a lighting assessment. An intersection safety and capacity analysis were also included, as well as a concept study for a pedestrian overpass across I-55. Primary responsibilities included the preparation of the Phase I plans depicting the improvements were prepared and the Phase II Contract Plans for the resurfacing improvements detailed in the scope of work.

Madison Street Viaduct, City of Chicago Department of Transportation, Chicago, Illinois

Project Manager for the Phase II Design of the reconstruction of the Madison Street viaduct over the Chicago Union Station Tracks. The project included geotechnical investigation to determine the capacity of the existing caissons, roadway and ADA sidewalk design, sub and super structural design, traffic signal design, roadway lighting, utility coordination, maintenance of traffic coordination with the adjacent Wacker Drive reconstruction project, and coordination with project stakeholders including Amtrak and Union Station. Design time was highly expedited to meet construction window coordinate with adjacent planned projects.

Illinois Route 22 at Interstate 94 Reconstruction, Illinois Department of Transportation, Lincolnshire, Illinois

Project Engineer responsible for completing unfinished Phase II drainage plans that had been shelved for 3 years. The project was the reconstruction of Illinois Route 22 at I-94 from Hewitt Drive to Lakeside Drive. Work consisted of revising trunk sewer layout to avoid conflicts, design of a storm water treatment system to meet local storm water ordinances, updating all detention calculations to meet current requirements, redesign and recalculation of compensatory storage requirements, utility coordination and updating specifications and quantities.

Center Street Reconstruction and Widening, Cook County Highway Department, Harvey, Illinois

Project Engineer. The project was for the complete reconstruction of the existing two-lane roadway to a three lane roadway with a bi-directional center turn lane. The project required coordination with the local municipalities, Canadian National (CN) Railroad, private and public utilities, and adjacent property owners. The proposed roadway is a concrete pavement with a combined closed and open drainage system through the project limits. Responsibilities: Concept design and contract Plan preparation including roadway and drainage plans, rail coordination, permitting, and cost estimating.

Eric Boelter, PE Plan Preparation | Patrick Engineering Inc.

Education

B.S., Civil Engineering, University of Illinois at Chicago, 2008

Registration

Licensed Professional Engineer: IL

Expertise

His experience includes traffic impact studies, traffic signal timing and operations, intersection design studies, highway capacity analysis, airport landside transportation planning, geometric roadway design and analysis, and construction inspection.

PROFESSIONAL EXPERIENCE

IL Route 132 (Grand Avenue) Roadway Widening and Resurfacing, Dry Land Bridge and Box Culvert Replacement – Deep Lake Road to Munn Road, Illinois Department of Transportation, Lake County, Illinois

Technical Reviewer for Phase II contract plans, specifications, permit applications, and estimates of time and cost for the \$13 mil reconstruction of Illinois Route 132 from Deep Lake Road to Munn Road, in the Villages of Lindenhurst and Lake Villa in Lake County. The scope of work for this 0.89 mile project includes complete removal and reconstruction of a dry land bridge and the replacement of a reinforced concrete box at Hastings Creek. The opening and length of the reinforced concrete box culvert will be increased to improve flow conveyance and accommodate the widening of IL 132. The roadway widening will include left turn channelization and a median. The profile of IL 132 will be raised approximately 3 feet to mitigate flooding within the project limits. Between Deep Lake Road and Munn Road, a shared-use path will be constructed on the north side of the road and sidewalk will be constructed on the south side of the road. ADA curb ramps are proposed at all pedestrian routes within the project limits. Resurfacing and curb replacement of IL 132 is proposed west of Deep Lake Road to the estimated project limits at Sheehan Drive.

Illinois Route 120, Lake County Division of Transportation, Lake County, Illinois

Project Engineer responsible for the Phase I geometrics and Phase II contract plan preparation for Illinois Route 120 from Knight Avenue to IL 131 (Green Bay Road) in Park City and Waukegan. Work included widening and resurfacing to provide a center bi-directional left turn lane to improve safety and traffic operations along the commercial corridor, addition of sidewalks on both sides of the roadway, and extensive right-of-way updates. This project was locally funded and was processed via a permit with the Illinois Department of Transportation.

Plank Road at IL 47, Kane County Division of Transportation, Illinois

Project Engineer for the Phase II development of contract plans and cost estimating for the improvement of the intersection of Plank Road with Illinois Route 47. The project included pavement widening and resurfacing for the addition of left turn lanes on Plank Road and right turn lanes on Illinois Route 47.

Rakow Road from Ackman Road to Illinois Route 31, McHenry County Division of Transportation, Illinois

Project Engineer for the preparation of Phase II contract plans for this 3-mile arterial highway from Ackman Road to Illinois Route 31. Work included the addition of mainline lanes in each direction as well as turn lanes at six signalized intersections, and a major realignment of the roadway.

Illinois Route 22 Emergency Access Improvements, Village of Lincolnshire, Lincolnshire, Illinois

Project Engineer for the design of a second access drive to serve as an emergency access for the Lincolnshire Village Hall and Police Station complex. Access to the site is currently provided via one driveway to Old Half Day Road and this second access will be off of IL 22, which is a heavily travelled roadway under the jurisdiction of IDOT. As such, an IDOT permit is required for this work. The project is evaluating traffic impacts, design challenges (turning movements, steep grade between the existing parking lot turnaround and the State highway), drainage (new culvert, floodplain impacts, and compensatory storage), and environmental concerns (wetlands and trees). A Lake County Stormwater Management permit is also needed for this project.



Adam Newman, PE Maintenance of Traffic | Patrick Engineering Inc.

Education

B.S., Civil Engineering, Purdue University, 2014

Registration

Licensed Professional Engineer: IL

Expertise

Mr. Newman is responsible for completing project studies, plan preparation, field visits, highway design calculations, cost estimates, and quantity calculations for Phase I and Feasibility studies, Phase II Design and contract plans, and Phase III Construction Supervision. Responsibilities have ranged from technical design, to plan preparation, to construction inspection, and most recently roadway modeling and design.

PROFESSIONAL EXPERIENCE

Main Street Reconstruction, Maple Avenue to Hinman Avenue, City of Evanston, Evanston, Illinois

Staff Engineer for Phase II Engineering Services for the reconstruction and streetscaping of Main Street. The scope of the project includes complete reconstruction of the pavement structure and sidewalks on Main Street, replacement of a water main, reconstruction of a traffic signal at Sherman Avenue, modernizing a traffic signal at Chicago Avenue, addition of midblock crossings and a speed table in between Sherman Avenue and Custer Avenue, adding permeable pavers to the street parking, lighting improvements, ADA improvements at all of the sidewalks, and beautification improvements such as new trees, benches, litter and recycling receptacles, and new signage. Responsibilities include plan preparation of plan and profile, removals, erosion control, drainage, maintenance of traffic, intersection details, signing, pavement markings, typical sections, ADA ramps, and alignment and ties. Responsibilities also include quantity calculations, creating cost estimates, and coordinating with each subconsultant.

IL Route 132 (Grand Avenue) Roadway Widening and Resurfacing, Dry Land Bridge and Box Culvert Replacement – Deep Lake Road to Munn Road, Illinois Department of Transportation, Lake County, Illinois

Staff Engineer for Phase II plan preparation, maintenance of traffic plans, and utility conflict analysis for the \$13 mil reconstruction of Illinois Route 132. The scope of work for this 0.89 mile project includes complete removal and reconstruction of a dry land bridge and the replacement of a reinforced concrete box at Hastings Creek. The opening and length of the reinforced concrete box culvert will be increased to improve flow conveyance and accommodate the widening of IL 132. The roadway widening will include left turn channelization and a median. The profile of IL 132 will be raised approximately 3 feet to mitigate flooding within the project limits. Between Deep Lake Road and Munn Road, a shared-use path will be constructed on the north side of the road and sidewalk will be constructed on the south side of the road. ADA curb ramps are proposed at all pedestrian routes within the project limits. Resurfacing and curb replacement of IL 132 is proposed west of Deep Lake Road to the estimated project limits at Sheehan Drive.

Illinois Route 120, Lake County Division of Transportation, Lake County, Illinois

Staff Engineer for the Phase II Contract Plan Preparation for Illinois Route 120 from Knight Avenue to IL 131 (Green Bay Road) in Park City and Waukegan. Work includes widening and resurfacing to provide a center bi-directional left turn lane to improve safety and traffic operations along the commercial corridor, addition of sidewalks on both sides of the roadway, and extensive right-of-way updates. This project is locally funded and is being processed via a permit with the Illinois Department of Transportation. Specific responsibilities included preparing maintenance of traffic plans, detour plans, pay item quantity calculations, and quantity checking.

Illinois Tollway - Roadway and Bridge Rehabilitation – Veterans Memorial Tollway, M.P. 22.3 (Butterfield Road) to M.P. 29.8 (Army Trail Road), Illinois Tollway, DuPage County, Illinois

Staff Engineer responsible for plan preparation and maintenance of traffic plans for the \$51 mil roadway and bridge rehabilitation and widening along a seven mile stretch of the Veterans Memorial Tollway (I-355).



Yinghong Cao, PhD, PE, SE Lead Structural Engineer | Patrick Engineering Inc.

Education

Ph.D., Structural Engineering, Tongji University, China, 1999
M.S., Structural Engineering, Southwest Jiaotong University, China, 1996
B.S., Civil Engineering, Southwest Jiaotong University, China, 1993

Registration

Licensed Professional Engineer: IL, WI, IA, IN, MI, WA
Licensed Structural Engineer: IL, WA

Expertise

His expertise includes complex bridge analysis, structural dynamics, wind engineering, seismic design, rail-structural interaction, and structural health monitoring. He has designed/analyzed bridges all cross the US, including high-speed rail bridges, tied-arch bridges, cable-stayed bridges, and other highway/railway bridges. He developed two computer programs to perform structural dynamic analysis and rai-structure interaction for railway bridges.

PROFESSIONAL EXPERIENCE

Illinois Route 132 Dry Land Bridge (Grand Ave), Illinois Department of Transportation, *Lake County, Illinois*

Lead Bridge Engineer. This is a replacement dry land bridge on the uncapable ground soil. The bridge is 938 ft long with 42 spans varying from 20 ft to 25 ft. Deep Metal Shell (MS) piles are used to support the bridge. Responsibilities are leading the final production of the design, managing, and checking the drawings, calculations.

Canal Street Viaduct – Harrison St to Taylor St, Chicago Department of Transportation, *Cook County, Illinois*

Provided conceptual investigation and design review for the replacement of the Canal Street Viaduct between two city blocks, abutment relocation, streetscape improvements, full-depth access road replacement, pavement resurfacing, and coordination with adjacent property owners including the USPS, Amtrak, and private businesses. Construction is slated to begin in 2023, coordination with project stakeholders, design teams, and the client are to be continued for the duration of the project.

CREATE P3 / GS19 75th Street Corridor Improvement Project [2020-Ongoing], CSX Transportation, *Chicago, Illinois*

Lead Bridge Engineer. This is the largest project in the CREATE program located in the Chicago neighborhoods of Ashburn, Englewood, Auburn Gresham and West Chatham along two passenger and four freight rail lines. The structural work is to elevate the plain intersection near 75th St with a bridge of 38 spans and two other bridges over 69th St and 71st St. The main bridge includes 2 flyover crossing spans, 3 straddle bents and 33 approach spans. The 69th St and 71st St bridges are single-span deck girder bridges. Responsibilities include leading the design of the 69th St Bridge and providing peer review to the design of the main bridge.

JEF-7 Bridge Rehabilitation, Ohio Department of Transportation, *Jefferson County, Ohio*

Lead Bridge Engineer. This is a seven-span highway bridge that was built in 1965 and 1994. The bridge has tall slender piers with high skew of 55 degrees. Some rocker bearings are significantly tilted and deteriorated. The plan was to investigate the feasibility of rehabilitation through bearing replacement. Responsibility was leading the advanced structural analyses investigating the causes of structural problems and structural behavior during bearing replacement. The analyses were based on complex 3D plate models in LARSA 4D. Performed analyses included staged construction, dead load, live load, thermal load and bearing jacking activities.

Burlington Bridge Overlay Replacement, Iowa Department of Transportation, *Burlington, Iowa*

Lead Investigator. The US 34 Burlington Bridge was opened to traffic in 1993. The main river crossing unit is a cable-stayed bridge with a 660-ft main span, composite steel superstructure supported by a reinforced concrete tower. The project was to investigate the feasibility, constructability, staging and sequencing for replacement of the overlay and the barrier rails on the cable stayed spans while maintaining traffic with reduced lanes. Responsibilities included investigating the structural behavior during construction using LARSA-4D, proposing construction staging sequence and providing design drawings.



Praaveenyan Vangara, EIT Structures | Patrick Engineering Inc.

Education

M.S., Civil Engineering, specializing in Structural Engineering, Georgia Institute of Technology, Atlanta, USA, 2017

B.Tech., Civil Engineering, Indian Institute of Technology, Madras, India, 2016

Expertise

Mr. Vangara has experience in planning, designing, evaluating, inspecting and load rating various reconstruction and rehabilitation bridge projects (steel, prestressed, RC) in Illinois. He coordinated with various municipalities, counties and IDOT on multiple bridge projects. He worked on design and analysis of many structural systems and he is well versed in the bridge design, hydraulics and load rating software such as AASHTOWare BrR, RISA, DCALC, CSiBridge, Pile Buck SPW911, HEC-RAS, customized Mathcad and spreadsheets.

PROFESSIONAL EXPERIENCE

Geneva Road over W Branch of DuPage River, DuPage County Division of Transportation, *DuPage County, Illinois*
Project Engineer for preliminary design of a bridge replacement project. The project involves replacement of a 2-span PPC deck beam bridge over closed abutments. The project includes a grade raise of more than 7 ft. and increase in footing depth by several feet. Responsibilities include preliminary superstructure and substructure layout, preliminary structural design and development of Type, Size and Location drawing.

Alpine Road over Forest Hills Road, Winnebago County Highway Department, *Winnebago County, Illinois*
Structural Engineer for preliminary and final design engineering for the removal and replacement of the existing concrete deck of a four span (52' -6" ; 70' -8" ; 70' -8" ; 50' -0") steel beam bridge, skewed 48 degrees right ahead, along with grade raise of about 2.5' to provide adequate vertical clearance for the underpass traffic under staged construction. Phase-I responsibilities included site inspection, environmental coordination, permitting with IDOT, bridge condition report, preliminary bridge design report, project development report, utility coordination and preliminary bridge design. Phase-II responsibilities included partially composite steel superstructure design, FEM analysis to verify lateral stresses, bearing design, substructure structural evaluation, Segmental Block Wall layout, development of structural contract plans and estimates, and coordination with IDOT District 2.

F.A.S. Rte. 38 (Harrison Road) over Sugar River, Illinois Department Of Transportation, *Winnebago County, Illinois*
Structural Engineer for inspecting and performing load rating for a single span (1@150') steel truss bridge originally constructed in the year 1922 and rehabilitated in 1960. Responsibilities included field inspection with deterioration log, load rating of the bridge, damaged members and gusset plates, and bridge condition report preparation.

Rehabilitation of Five Bridge & Culvert structures, Will County Division of Transportation, *Will County, Illinois*
Structural Engineer for a rehabilitation project that involved repairs/rehabilitation of 5 bridge/culvert structures. Phase-I responsibilities included environmental coordination, hydrologic and hydraulic calculations, designing scour protection, hydraulic reports and utility coordination. Phase-II responsibilities involved designing a skewed anchor-tie back system, permanent sheet piling, checking a slab bridge design, preparing rehabilitation plans, specifications and estimates.

Goodenow Road over Plum Creek, Will County Division of Transportation, *Will County, Illinois*
Design Engineer for the wingwalls of a triple barrel box culvert. Due to the conflicts with underground utilities, typical concrete cantilever wingwalls were modified to soldier pile wingwalls. Responsibilities included soldier pile layout to miss the utilities, designing soldier pile wingwalls and shop drawing review.

Cedar Road over Spring Creek, Will County Division of Transportation, *Will County, Illinois*
Structural Engineer for the preliminary re-design engineering of a bridge replacement project. The proposed structure is a single span PPC-I beam bridge on integral abutments. The bridge width was reduced to account for the Right-Of-Way issues. Phase-I responsibilities included preliminary design checks for a new superstructure layout, stage construction layout, environmental coordination and rechecking hydraulic adequacy. Phase-II responsibilities included preparing prefinal plans, specifications and estimates.



Steve Kroll, PG Special Waste | Patrick Engineering Inc.

Education

M.S., Geology, Northern Illinois University, 2004; B.S., Environmental Science, Bradley University, 1999

Registration

Licensed Professional Geologist: IL, IN, WI

Expertise

Mr. Kroll is responsible for the planning and implementation of hydrogeological and environmental investigations, review and analysis of geological and environmental data, and managing multiple environmental and geological projects.

PROFESSIONAL EXPERIENCE

Site Remediation Program (SRP) Investigation and Reporting, City of West Chicago, West Chicago, Illinois

Managed the investigation and reporting for parcel of land enrolled in the Illinois Site Remediation Program that the City wished to develop for both municipal and commercial use. The site was impacted by several different classes of contaminants including VOCs, SVOC's and heavy metals as well as radium. Tasks completed included several rounds of field investigations, data analysis and modeling, design of remediation strategies, and reporting. Future tasks will include additional design and implementation of remedial strategies and confirmation sampling and reporting.

Illinois Route 120 from Knight Road to Illinois Route 131, Lake County Division of Transportation, Lake County, Illinois

Project Geologist for preparation of the special waste Preliminary Environmental Site Assessment (PESA) during Phase I engineering and the Preliminary Site Assessment (PSI) during Phase II engineering. The proposed improvement included the reconstruction and widening of Route 120 to provide a central turn lane for both directions.

Site Remediation Program (SRP) Remediation, Illinois Tollway Authority, Itasca, Illinois

Conducted field oversight for the environmental remediation of a parcel of land that will be used for stormwater retention as part of the Elgin-O'Hare Expressway. The site had several underground storage tanks and buried solid waste from historical uses. Tasks completed included confirmation sampling, determination of soil disposal options, and coordinating activities between the environmental consultants and the contractor.

Preliminary Environmental Site Assessments (PESAs), Various Clients, Illinois

Managed the investigation and reporting for several PESA's at various locations in Illinois in support of large transportation projects. Tasks included planning and coordination of investigation activities, review of environmental documents, site reconnaissance, and development of PESA reports.

Main Street Evanston, City of Evanston, Cook County, Illinois

Project Geologist for preparation of the special waste Preliminary Environmental Site Assessment (PESA) during Phase I engineering and the Preliminary Site Assessment (PSI) during Phase II engineering as well as a subsurface investigation for potential vaulted sidewalks. The PESA identified several potentially impacted properties that were further investigated during the PSI. The results of the PSI were used to prepare a soil disposal plan that met IDOT requirements. The proposed improvements included resurfacing of the roadway and sidewalks as well as streetscaping.

Kirk Road from Cherry Lane to Illinois Route 56, Kane County Division of Transportation, Kane County, Illinois

Project Geologist for preparation of the special waste Preliminary Environmental Site Assessment (PESA) during Phase I engineering and the Preliminary Site Assessment (PSI) during Phase II engineering. The proposed improvement included the reconstruction of several intersections to improve safety.

Anthony DeRicco, PE, LEED AP, LC Lighting | Christopher B. Burke Engineering

Education

Bachelor of Science, 1990 Electrical Engineering University of Illinois at Chicago

Registration

Professional Engineer, IL, 062.057484, 2004; Professional Engineer, WI, 42880-6, 2013; LEED Accredited Professional

Expertise

Responsibilities include assessing initial design criteria, evaluating design scenarios, creating photometric design submittals, creating exhibits, designing and constructing complete CAD drawings, generator sizing, developing cost estimates, shop drawing review, QA/QC review and construction observation.

PROFESSIONAL EXPERIENCE

Broadway Street Reconstruction and Streetscape, Coal City, Illinois

Project Engineer. Project included approximately 3,400' of roadway widening and streetscape improvements. Project consisted of removal of existing lighting and installation of 42 new decorative type light poles and 1 new lighting controller. New light poles were 35' tall with 172W decorative teardrop type LED luminaires and GFCI receptacles. Also included design of conduits/handholes for future fiber optic cable and CCTV cameras. Project was let by IDOT. Duties included photometric calculations, electrical design, creation of contract drawings and specifications, summary of quantities, engineer's cost estimate, new electric service coordination, shop drawing review and construction observation.

Roadway and Bridge Reconstruction (I-294) Mile Long Bridge, Willow Springs/Hodgkins/Countryside, Illinois

Project Manager. Project included approximately 11,000' of interstate widening (5000' of which were on a bridge). Project consisted of removal 81 light poles, 114 temporary wood light poles, 131 proposed light poles, 24 underpass luminaires, 3 lighting controllers and waterway navigation lighting. Also included was coordination with pole manufacture for design of 21 custom temporary 60' steel poles attached to bridge pier caps. Project was permitted thru IDOT and the US Coast Guard. Project was Tollway let. Duties included master plan design options, photometric calculations, electrical design, creation of contract drawings and specifications, summary of quantities, engineer's cost estimate, and new electric service coordination.

Stage 1D-Harrison and Main Streets, Algonquin, Illinois

Project Engineer. Project included approximately 2300' of roadway lighting improvements. Project consisted of removal of existing lighting and installation of 49 new decorative type roadway and pedestrian lighting units and one new lighting controller. Roadway lighting units were 25' and 30' tall with decorative LED type luminaires and GFCI receptacles. Pedestrian lighting units were 14' tall with decorative acorn LED type luminaires and GFCI receptacles. There were three roadway cross sections and one roundabout that required photometric calculations. Project was IDOT let. Duties included photometric calculations, electrical design, creation of contract drawings and specifications, summary of quantities, engineer's cost estimate, and new electric service coordination.

IL Route 59 and Black Road, Shorewood, Illinois

Project Manager. Project included approx. 10,300' of roadway lighting along IL 59 (from Ridge Rd north to Village limits) and along Black Road (from Parkshore Dr to Shock Dr). Project consisted of 129 new decorative roadway type light poles and 2 new lighting controllers and modifications to an existing controller. Scope included IDOT permitting, photometric calculations, electrical design, creation of contract document, drawings and specifications, summary of quantities, engineers cost estimate, new electric service coordination, utility relocation coordination, evaluated design alternatives using LED luminaires, revisions to Village's pole standard, bidding assistance and construction observation.

Frank Nemes, PE, PTOE Signals | Christopher B. Burke Engineering

Education

Master of Science, 2000 Computer Science, Illinois Institute of Technology; Bachelor of Science, 1994 Civil Engineering Marquette University

Registration

Professional Engineer, IL, 062.052813, 1999; Professional Traffic Operations Engineer

Expertise

Traffic Engineer involved in projects concerned with traffic signals, Signal Coordination and Timing (SCAT), and traffic operations analysis. Responsibilities include preparation of intersection design studies, traffic signal design, railroad sequences, isolated intersection capacity analysis and development of Time-of-Day (TOD) and Traffic Responsive Program (TRP) closed loop system signal timings utilizing both Eagle/Tactics and Econolite/Aries controller software.

PROFESSIONAL EXPERIENCE

Signal Coordination and Timing (SCAT), Illinois Department of Transportation, *Various Locations, Illinois*
Districts 2-5: PTB 124-028; PTB 162-035; PTB 130-014; PTB 172-029; PTB 138-026; PTB 184-037; PTB 142-027; PTB 192-023
Districts 2-5: PTB 134-014; PTB 150-046; PTB 158-038

Phase I Study, Illinois Department of Transportation, *District 1, Illinois*
Traffic operations analysis of IL Rt 60 (Half Day Rd) and I-94. Traffic modeling using Synchro, Sim Traffic and HCS for alternatives analysis and operational evaluation.

Design Services, Illinois Department of Transportation, *District 1, Illinois*
Grounding research and design. Developed specifications and design standards for grounding systems at signalized intersections.

Illinois Department of Transportation, District 1, Illinois
Sequence of Operation, Railroad Sequence of Operation and Emergency Vehicle Sequence of Operation for various intersections in Cook, DuPage, Lake and Will Counties. Developed new format for railroad sequence of operation.

Signal Coordination and Timing (SCAT), Cook County Department of Transportation and Highways, *Illinois*
Project included two intersections on Park Blvd from Devon Ave to Pierce Rd.; five intersections on Old Orchard Rd from Woods Dr to Laverne Ave.; nine intersections on Lake Cook Rd and three intersections on IL Rt 83.; four intersections on Meacham Rd from Nerge Rd to Home Depot/Texas St.; 21 intersections on Lake Cook Rd from Portwine Rd to US Rt 41 ramps; 17 intersections along Schaumburg Rd from Martingale Rd to Knollwood Dr, funded through CMAQ program; 6 intersections on Arlington Heights Rd from Devon Ave to Oakton St, funded through CMAQ program and 3 intersections on 127th St from Timberline Drive to I-355 ramps.

Signal Coordination and Timing (SCAT), McHenry County Division of Transportation, *Illinois*
Project included Traffic Signal Timing Assistance and Review; 18 intersections along Randall Rd/Rakow Rd, Algonquin Rd, Virginia Rd and Pyott Rd. and 3 intersections on Randall Rd from Huntington Dr/Bunker Hill Dr to Acorn Ln.

Cedar Road and Haven Avenue, New Lenox
Project Manager and Project Engineer. Phase I project to construct oval type roundabout through the existing two stop controlled intersections on Haven Avenue at Cedar Road. Responsibilities included crash analysis, capacity analysis, warrant analysis and FHWA crash prediction.

Deerfield Rd to I-94 Southbound Ramp, Lake County Department of Transportation, *Illinois*
Project Engineer. Phase I project to reconstruct Deerfield Road from Milwaukee Avenue (US 45/IL 21) to Saunders/Riverwoods Road to address existing and future capacity, mobility, safety, and operational deficiencies associated with this section of Deerfield Road. Responsibilities included 2040 volume development and CMAP concurrence, crash analysis, capacity analysis, QA/QC Synchro model and calibration of SimTraffic model.



Digna Gomez Land Acquisition | Right of Way Acquisitions, Inc.

Education

A. A. Applied Science, Paralegal Studies, Northwestern Business College, Chicago, IL, 2002

Licenses/Certifications

Illinois Real Estate Broker, Certified Paralegal, IDOT Approved Negotiator, IDOT Approved Relocation Agent, IRWA Relocation Assistance Certification, IRWA Negotiation Certification, Candidate, Certified Illinois Notary Public, SARPA Scholarship Award

Expertise

IDOT approved Negotiator Expert who manages title and condemnation files by maintaining channels of communication between the Department and the Negotiators in an effort to obtain approval from both the Office of Chief Counsel and the Attorney General's office. Digna oversees quality assurance and control by ensuring that property acquisitions and negotiations with property owners are in compliance with applicable regulations and the Land Acquisition Policies and Procedures Manual. She also manages warrant requests, recording of conveyance documents; title policy requests and payment to property owners. As IDOT's Negotiation Management Assistant, Digna was responsible for processing and obtaining approvals on the Wood Street project, which consisted of 273 parcels. This job required a high demand since limited time was given to receive federal funding.

PROFESSIONAL EXPERIENCE

Various Projects, Illinois Department of Transportation

Job# R-91-035-09 / IL 59 - N. Aurora Rd. to New York St. (22 Partial Take Acquisitions, Permanent & Temporary Construction Easements)

Job# R-91-001-15 / US 14 @ CN Railroad (5 Full Take Acquisitions)

Job# R-91-012-10 / I-80 @ US 30 (6 Permanent & Temporary Construction Easements involving parcels owned by Public Agencies including Forest Preserve District, ComEd & Metra)

Job# R-91-069-00 / IL 53 from Elgin O'Hare to Army Trail Road (23 Partial Take Acquisitions)

Job# R-91-067-01 / IL 59 from IL 126 to Caton Farm Rd (16 Temporary Easement Renewals)

Various Projects, Illinois Tollway

Job: Elgin - O'Hare Expressway

(62 Partial Take Acquisitions, Permanent & Temporary Construction Easements)

Job: I-294/I-57 Interchange (15 Full Take Acquisitions)

Negotiation/Acquisition Support, Illinois Department of Transportation, Bureau of Land Acquisition, District 1 Office

IDOT approved Negotiator Expert who manages title and condemnation files by maintaining channels of communication between the Department and the Negotiators in an effort to obtain approval from both the Office of Chief Counsel and the Attorney General's office. Digna administers quality assurance and control by ensuring property acquisitions and negotiations with property owners are in compliance with applicable regulations and the Land Acquisition Policies and Procedures Manual. She also manages warrant requests, recording of conveyance documents, title policy requests and payment to property owners. As IDOT's Negotiation Management Specialist, Digna was responsible for processing and obtaining approvals on the Wood Street project, which consisted of 273 parcels. This job required a high demand since limited time was given to receive federal funding.

Relocation Agent, Chicago-O'Hare International Airport, O'Hare Modernization Project, O. R. Colan Associates, Chicago, Illinois

Conducted property owner and tenant interviews; performed replacement housing searches and calculations; provided relocation advisory services; and prepared relocation claims. Maintained acquisition and relocation project files to ensure FAA agency compliance and to provide data base support. Ordered and received title commitments and researched title discrepancies; maintained surveys, environmental reports, appraisals, and review appraisals; coordinated regulatory notices; and researched Township Assessor's Office for property assessments. Served as an information manager for the office; scheduled meetings and appointments; organized and maintained paper and electronic files; and provided project information to clients, property owners & stakeholders.



Keith T. Tadrowski Appraiser | "T" Engineering Services

Education

Bachelor's of Science in Electrical Engineering, University of Notre Dame, South Bend, Indiana; Masters in Fine Arts, from New York University, Tisch School of the Arts, New York, New York; Specialized education includes course with the Appraisal Institute: 1A1, Real Estate Appraisal Principles; 120, Appraisal Procedures; 410 USPAP, Part A (USPAP); 210 Residential Case Study; 310 Basic Income Capitalization; 320 General Applications

Registration

State Certified General Real Estate Appraiser, State of Illinois No. 153.0001238; IDOT Approved Fee Appraiser & Review Appraiser

Expertise

Mr. Tadrowski has been a Real Estate Appraiser, Analyst, and Consultant since 1989. "T" Engineering Services, which was formed in 1970, is organized to perform a comprehensive list of services including real estate appraisal, appraisal review, expert witness court testimony, and cost to cure estimate. Mr. Tadrowski has been on the Illinois Department of Transportation Approved Appraiser list since 1996, and concentrates on the appraisal of proposed right-of-way for State, County, and Municipal clients.

PROFESSIONAL EXPERIENCE

Elgin-O'Hare Expressway Western Access, Illinois Tollway, Illinois

This project includes: 1) extending Illinois Route 390 to O'Hare and constructing or improving interchanges at Illinois Route 53, I-290, Park Boulevard, Arlington Heights Road/Prospect Avenue, Wood Dale Road and Illinois Route 83; 2) constructing a new road connecting I-90 and I-294 west of O'Hare and interchanges at I-294, Green Street, Franklin Avenue, Irving Park Road, Illinois Route 390, Higgins Road and I-90; and 3) providing direct access to O'Hare property from York Road via a new ramp crossing over York Road and the Union Pacific Railroad and Canadian Pacific Railway. Appraisals were prepared on properties located in Franklin Park, Elmhurst, Elk Grove Village, Schiller Park, Berkeley, Northlake, and Bensenville. Property types were mostly small and large-scale industrial buildings, but also included single-family residences, auto repair facilities, an adult entertainment complex, public street right-of-ways, parks, billboards, retail showrooms, a recycling plant, an asphalt plant, and office buildings

Mile Long Bridge, Illinois Tollway, Hodgkins, Illinois

This project involves the building of a new bridge along a stretch of I-294 between 75th Street and La Grange Road. The existing bridge is 61 years old, and a new bridge is to be constructed to the east of the existing bridge. Appraisal assignments were generally industrial in nature and included a liquid transfer facility, a food processing plant, a truck yard, warehouses, public right-of-way, billboards, and a railroad.

IL Route 83 at Atkinson Road, Illinois Department of Transportation, Grayslake, Illinois

This project involves realigning Route 83 to meet the new Atkinson Road extension and relocating the Route 83 / Route 137 intersection. Appraisal assignments included a boat sales building, a material storage facility, a car dealership, a gas station, multiple auto repair, fast food restaurant, two small strip centers, a large shopping center, a home supply retail store, and a bus depot.

Illinois 7 (159th Street), Illinois Department of Transportation, Homer Glen, Illinois

The proposed improvement involved widening of IL Route 7 (aka 159th Street) between I-355 and Will-Cook Road. The Project involved valuation analysis of commercial, industrial, and residential properties sought by the Department of Transportation. The properties appraised included retail buildings, auto repair, light industrial, and other uses. There were major damages on many of the properties including loss of parking, and cost to cure.

US 45 (La Grange Road), Illinois Department of Transportation, Orland Park & Tinley Park, Illinois

The proposed improvement involved widening US 45 (La Grange Road) from 131st to 179th Street through Orland Park and Tinley Park from a four-lane to six-lane arterial route. The Project involved valuation analysis of generally commercial properties (with some scattered single-family residences) sought by the Department of Transportation. The properties appraised included big box retail, strip centers, auto repair, a funeral home, motel, hotel, animal hospital, medical offices, banks, and large-scale shopping centers. There were major damages on many of the properties including loss of parking, and cost to cure.

Mirosław Antas, PE Drainage | Christopher B. Burke Engineering

Education

Master of Science, 2006 Civil Engineering|University of Illinois at Chicago; Bachelor of Science, 2003 Civil Engineering; University of Illinois at Chicago

Registration

Professional Engineer, IL, 062.060781, 2008

Expertise

Civil Engineer experienced in drainage design. In addition to his experience at CBBEL, Miro took part in a 2-year training program at USACE Chicago District which included a series of rotation assignments within the various engineering functional areas. Current responsibilities include creation of Location Drainage Study, hydraulic reports, storm sewer design, existing drainage plan, proposed drainage plan and profile using MicroStation and GeoPak, quantity calculation, preparing cost estimate, and project budget tracking. Preparation of several Phase I and Phase II contract plans. Drainage calculations include the use of several computer applications for culvert sizing, inlet spacing, storm sewer design, and ditch capacity.

PROFESSIONAL EXPERIENCE

Elgin O'Hare Western Access (I-490) and Tri-State Tollway (I-294) between North Ave and Wolf Rd, DuPage and Cook Counties, Illinois

Project Lead Engineer for Phase II drainage plans. Project includes approx. 3.2 miles of expressway and interchanges in 2 watersheds. Completed an Existing Drainage Plan and Proposed Drainage Plan. Design of proposed storm sewer system, roadway ditches, crossroads culverts and integration of BMP features. Calculated detention and compensatory storage requirements, preparation of several technical memorandums, cost estimate and quantity calculations for each of the 8 contracts within project limits. Attended all project coordination meetings with local municipalities and the client. Responsible for all project submittals.

Municipal Project Engineering and Management, Wilmette, Illinois

Project Manager for assisting Village with engineering permit reviews for compliance with local regulations, issuing permits, on-site construction inspections on private development sites and addressing residential concerns.

Aptakisic Road, Buffalo Grove and Lake Zurich, Lake County, Illinois

Preparation of drainage study for a 1.5-mile roadway widening between IL 83 and Buffalo Grove Rd. Development of existing and proposed drainage plans. Design of crossroad culverts, roadway ditches, proposed storm sewer system and detention ponds. Prepared 3 water information tables for major crossings.

US Route 14, Barrington, Lake County, Illinois

Preparation of Phase I LDS for roadway widening and underpass between IL 59 and Valencia Ave. Development of existing and proposed drainage plans. Design of oversized storm sewer system, conveyance sewers and detention ponds. Attended coordination meetings and public hearing.

Elgin O'Hare Western Access, IDOT/Illinois Tollway, DuPage and Cook Counties, Illinois

Project Manager. Preparation of drainage study for entire corridor, which was broken down into several projects. Study includes approx. 52 miles of expressway and interchanges over 8 watersheds, including Elgin O'Hare Expressway/Thorndale Ave, I-90 and I-294. Analyzed/integrated survey data with record drawings, drainage atlases and topographic mapping to determine existing drainage patterns and divides to develop Existing Drainage Plan. Design of proposed storm sewer system, roadway ditches, crossroad culverts and integration of BMP features. Calculated detention and compensatory storage requirements for over 50 ponds, determined site locations and ROW analysis for drainage purposes. Responsible for over 1,150 drainage plan sheets for multiple project submittals. Technical memo, cost estimate and quantity calculations were provided for each project. Attended all project coordination meetings with local municipalities, state and federal agencies. Responsible for all project submittals and budget tracking.



Scott Lutz, PLS Survey/Plats | Patrick Engineering Inc.

Education

B.S., Civil Engineering, Purdue University, 1997; B.S., Land Surveying Engineering, Purdue University, 1997

Registration

Professional Land Surveyor: IL, MI, WI, CO

Expertise

Review of Global Positioning Systems (GPS) static and RTK campaigns as well as data reduction and adjustments. Mr. Lutz directs and oversees activities for topographic, bathymetric, boundary, and ALTA surveys. He is also versed in High Definition Surveys (LIDAR) and oversees field and office work. He is also the prime project manager for all Height Modernization projects.

PROFESSIONAL EXPERIENCE

Ogle County IL Route 2, IDOT Project # R-92-002-18, IDOT, District 2, Oregon, Illinois

Acted as the overall lead surveyor for locating all lot and block corners of each side of IL 2 from Fair Street to the extension of South 6th Street. The corridor is approximately 7,050 feet long. This effort will be in support in the creation of Plat of Highways and easement descriptions to facilitate ADA handicap ramps at the intersection returns. Scope of work tasks involved in this project were: Survey Control Work: tie into existing control, Boundary Recon and Survey, Plat of Highway Sheets, Legal Descriptions, and a total of 37 easements were created at various intersections.

IL 120 Improvements, Lake County Highway Department, Lake County, Illinois

Directed field crews and provided survey scope coordination for topographic survey along a two-third mile corridor of IL 120 and a half-mile corridor of Green Bay Road. Survey included cross-section data at 50-foot intervals along the entire corridor. Processed GPS observations and level data and processed control adjustments to establish State Plane coordinates for project control. Performed data import and mapping in Microstation V8 basemap. Created and edited TIN files to produce 1-foot contour data. Supervised production of plats of survey for 20 parcels affected by 34 easement takes using IDOT and LCDOT standards.

Washington Street, Lake County Division of Transportation, Lake County, Illinois

Directed crews performing a complete survey within, and 40 feet beyond, the existing 2 miles Right-of-Way of Washington Street corridor and its major side streets and along 1.5 miles of the Canadian National Railroad corridor. Reviewed GPS data reduction and control network analysis. Reviewed the basemap in Microstation Version 8 format, including all surveyed topographic and planimetric data to aid in design of roadway improvements, drainage studies, and a grade separation crossing for the railroad. Utilized ArcMap for quality assurance to show survey coverage over an aerial photograph background.

Rakow Road, McHenry County Division of Transportation, McHenry County, Illinois

Performed GPS adjustments for necessary ground control targets for the aerial photography acquisition and control for terrestrial survey. Directed field crews performing comprehensive survey within existing and proposed Right-of-Way limits, including both planimetric and topographic data. Reviewed the basemap in Microstation Version 7 and later Version 8 including all collected field data to be used for subsequent engineering design. Planned field verification for quality assurance. Directed the merging of terrestrial data with TIN from aerial mapping in the Phase 1 project. Utilized ArcMap for quality assurance to show survey coverage over an aerial photograph background.

Fullerton Avenue Bridge Survey, Addison Township Highway Department, Addison, Illinois

Coordinated field crews and provided survey scope management. Processed GPS data from field collection. Processed and managed all project control coordinates. Performed quality checks on data, basemap, and TIN file.

Paul Keating Construction Advisor | Patrick Engineering Inc.

Education

B.A., Business Finance, Eastern Illinois University, 1982

Registration

Licensed Contractor in Florida, Georgia, Louisiana, North Carolina, South Carolina, Tennessee

Expertise

all aspects of construction including estimating, project management, self-perform work, safety, client and employee development, and team organization. He has a proven track record of obtaining results through creativity and discipline.

PROFESSIONAL EXPERIENCE

Intake Channel and Lost Creek Rail Bridges, Midwest Generation EME, LLC, *Pekin, Illinois*

Construction & Project Manager for the Lost Creek Rail Bridge that included a 350' precast railroad bridge on drilled piers over the intake channel and a 120' precast bridge on steel pile over Lost Creek. Responsible for project scheduling, coordination of engineering assignments and communication with client, procurement of equipment and materials, project phasing, project safety, and project documentation. Project Cost: \$1.5M

CSX 14 Bridge Replacement, CSX Transportation Inc., *Tuscola, Illinois*

Project Executive for a \$10M bridge replacement project in Central Illinois. The project included replacing 14 open-deck timber bridges, each spanning approximately 30 to 80 feet, with new precast concrete bridge structures. Seven of the bridges were previously designed and were constructed by Patrick, while the remaining seven were completed by Patrick on a design-build basis. Mr. Keating's responsibilities included oversight of design services (geotechnical, hydraulic, structural, track, and survey) and construction services (construction management and contracting, material procurement, scheduling, estimating, safety, and coordination with CSX labor forces). The project included an aggressive schedule which required all 14 bridges to be completed within 10 months, and Patrick replaced the last bridge two weeks ahead of schedule.

New Track Construction, CSX Transportation, Inc., *Smithboro, Illinois*

This project included the design and construction of a new siding track and connection linking the CSX with an adjacent railroad. Approximately 12,000 feet of new rail was installed to provide capacity for storage of a unit train. The project also included relocation of a township roadway and public crossing to allow vehicle traffic to pass when a unit train is parked onsite. Patrick coordinated all design and construction activities with CSX, the Illinois Department of Transportation, and the local township roadway commissioner. Patrick completed the project in two phases in order to expedite the schedule and meet CSX's operational needs. Mr. Keating's responsibilities included oversight of all design and construction services.

Rail Facilities, Canadian National Railways, *Warren, Michigan*

Project Executive for a design build \$2.6M expansion of rail unloading facilities to unload Methylene Diphenyl Diisocyanate (MDI), polyol, caustics, and HCLN's Warren rail yard. Patrick developed an initial concept design with CN, and completing the full design, permitting, and constructing the facility. The project also includes the procurement of (2) mobile pumping platforms to transfer the MDI product.

Rail Construction and Facilities, Canadian National Railways, *Memphis, Tennessee*

Project Manager for the design and construction of a \$1.5M Design-Build transload facility to load (MDI) from railcars into tanker trucks. The project included relocation of an existing track, installation of a new boiler, construction of a new steam and condensate system, and associated civil and electrical improvements. The project also included the procurement of (2) mobile pumping platforms to transfer the MDI product. Patrick developed an initial concept design with CN, completed the full design, secured permits, and constructed the facility.

Karl Wilson, PE Constructability | Patrick Engineering Inc.

Education

Bachelor of Science, Civil Engineering, University of Toledo, 1989

Registration

Licensed Professional Engineer: IL, OH, IN

Expertise

Civil engineering and construction management on various transportation and utility projects for state and local governments. Mr. Wilson is highly skilled in project management and business communications.

PROFESSIONAL EXPERIENCE

Windsor Drive Bridge Replacement over Illinois Tollway Connector Ramps M&N Between I-88 & I-294, Contract I-18-4352, Illinois Tollway, DuPage County, Illinois

Project Manager responsible for contract administration; management of project staff; management of budget and schedule for construction management services. The project included the removal and replacement of the Windsor Drive Bridge with a new wider bridge structure. The new bridge provided four lanes on Windsor Drive along with a 10' wide landscaped median and sidewalks in both directions. The existing four span bridge is replaced by a two-span structure.

Roadway and Bridge Reconstruction – Roselle Road Mile Post 65.57 (I-90), Illinois Tollway, Schaumburg, Illinois

Construction Manager responsible for contract administration; management of project staff; management of budget and schedule. As a prime consultant, provided Construction Management (CM) services in the role of Resident Engineer. Reconstruction of Roselle Road Bridge and ramps. The work included removal, realignment, and reconstruction of the Roselle Road pavement. Removal and reconstruction of the Ramp B and Ramp C pavements. Structure replacement of Bridge No. 517 carrying Roselle Road over I-90.

108th Street City of West Allis; Hank Aaron State Trail, Wisconsin Department of Transportation, Milwaukee Area, Wisconsin

As Project Manager, provided supervision over surveyors for survey control and layout. Responsible for contract administration; management of project staff; management of budget and schedule. Survey layout for the complete replacement of W. Brown Street Bridge and Approaches.

City-Wide Roadway & Bridge Improvements, Chicago Department of Transportation, Chicago, Illinois

Project Manager responsible for contract administration; management of project staff; management of budget and schedule. As a sub consultant, provided Construction Management (CM) services. Phase III engineering services as a subconsultant to prime on project Construction Inspection for bridge deck and substructure repairs.

Various Construction Program Management for Phase III Projects, PTB 178-010, Illinois Department of Transportation District One, Kane County, Illinois

Project Manager responsible for contract administration; management of project staff; management of budget and schedule. As a sub consultant, provided Construction Management (CM) services. Phase III engineering services as a subconsultant to V3 on various projects in Kane County for the improvement of US 30/IL 56 from County Line to I-88. The work included pavement widening and resurfacing of existing pavement. Also worked on the sidewalk improvements contract at various locations in Kane County which included sidewalk removal and replacement with upgrades for ADA standards. In addition, provided staff to review invoices and other audit documentation elements.

69th Street Improvements, Chicago Department of Transportation, Chicago, Illinois

As a prime consultant, provided Construction Management (CM) services in the role of Resident Engineer. A \$3 million roadway project. Major construction included lowering the roadway at two railroad viaducts. IDOT documentation.



Peter Knysz, CWS, CPESC Permitting | Christopher B. Burke Engineering

Education

Master of Science, 1999 Biology, Northern Illinois University; Bachelor of Arts, 1995 Biology, North Central College

Certifications

Certified Professional in Erosion and Sediment Control; Certified Wetland Specialist, Lake County, C-070; Designated Erosion Control Inspector (DECI), Lake County; NHI Course #142051 National Highway Institute; TNM Computer Modeling National Highway Institute; Midwest Ecological Prescription Burn Crew Member Training

Expertise

Coordinates with contractors, clients, engineers and local, state and federal agencies regarding Clean Water Act issues (Sections 401, 402, and 404) and environmental regulations. Has experience in the National Environmental Policy Act (NEPA), Endangered Species Act, and consultation pertaining to threatened and endangered species. Responsible for performing soil erosion and sediment control site visits and preparing reports. Prepares Section 404 Permit Applications and requests for Section 401 Water Quality Certification (including Antidegradation Rules). Assists clients with resolving alleged permit violations (including Section 404 and NPDES).

PROFESSIONAL EXPERIENCE

Illinois Tollway Trees Initiative, System-wide, Illinois

CBBEL Lead for the preparation of three tree planting contract plans associated with a System-wide Landscape Masterplan (LMP) for the Illinois Tollway. CBBEL coordinated with Illinois Tollway staff and the Morton Arboretum to prepare the LMP, contract plans, and special provisions. The LMP was developed to meet an immediate need to identify suitable planting locations within the Illinois Tollway right-of-way (ROW) for an accelerated implementation schedule to plant 58,000 trees. Preparation of the LMP took into consideration the following primary criteria which guided the recommendations for planting locations: Safety, Accessibility and Maintenance, Connectivity, and Sustainability. Tree and shrub planting locations were selected to complement the Illinois Tollway's existing aesthetic palette.

Elgin O'Hare – Western Access, IDOT, Illinois Tollway, Cook and DuPage Counties, Illinois

CBBEL Lead for preparation of EIS, environmental fieldwork, data collection, impact assessment, and GIS database development (as subconsultant) for 127 square mile study area. Specific responsibilities included preparation of scope of services, methodology, data collection, preliminary environmental fieldwork/coordination (wetlands, water resources, upland habitat, and aquatics), agency coordination, and quality assurance and quality control pertaining to environmental resources.

Illiana Corridor (I-55 to I-65), IDOT & INDOT, Will and Kankakee Counties and Lake County, IN

CBBEL Lead for preparation of Water Resources section of Tier One and Tier Two EIS, environmental fieldwork, data collection, and impact assessment (as subconsultant) for approx. 950 square mile study area. Specific responsibilities included technical writing for Tier One and Tier Two EIS; preparation of scope of services, budget, methodology, data collection, environmental fieldwork/coordination (for Indiana water resources: streams, lakes/ponds, habitat assessments, fish, mussels, and aquatic macroinvertebrates), agency coordination, and quality assurance and quality control.

US Route 45 (IL 132 to IL 173) & Millburn Bypass, Lindenhurst and Old Mill Creek

Senior Environmental Resources Specialist responsible for preparation of Environmental Survey Request, EA, and Wetland Impact Evaluation, coordination with LCFPD and US Fish and Wildlife Service, attendance at Community Advisory Group meetings and Public Meetings. Project consisted of preparation of Phase I Engineering and Environmental studies to secure Phase I Design Approval for a US Route 45 bypass around the Millburn Historic District, a National Register Historic Place. Based on coordination with IDOT and FHWA, this project required the completion of an EA to address logical termini issues. Federal (SAFETEA-LU) funding required assessment of the purpose and need for improvements to US Route 45 by the 2040 regional planning horizon, the need for a bypass and a full range of potential alternatives, and a public involvement program consistent with CSS principles. Scope included preparation of a CDR and LDS for the bypass area (1.5 miles), and an EA from IL Route 132 to IL Route 173 (5.5 miles).

Chu E. Ho, Sc.D. Geotechnical Engineer | Patrick Engineering Inc.

Education

Sc.D., Geotechnical Engineering, Massachusetts Institute of Technology, 2005

M.Sc./D.I.C., Engineering Rock Mechanics, Imperial College London, 1985

B.Eng. Hons., Civil Engineering, National University of Singapore, 1984

Registration

NCEES New York PE Exam (Passed)

Expertise

Dr. Chu Ho is a geotechnical specialist with significant expertise in foundation and geotechnical construction in difficult ground conditions. His key contribution is in providing technical leadership for delivering innovative geotechnical designs that incorporate constructability and sustainability in urban infrastructure development. He has been involved in the design and construction of underground transit structures and deep basements, tunnels and shafts, foundations for bridges and buildings, structural underpinning, land reclamation, ground improvement, slope stabilization and rock excavations, and has provided specialist forensic advice to insurance companies, as well as private and public clients. His background in both consulting and contracting practice gives him a unique perspective in dealing with both the technical as well as the broader economic aspects of projects.

PROFESSIONAL EXPERIENCE

Lower Hudson Transit Link Phase B, New York State Department of Transportation, *New York, New York*

Lead Geotechnical Engineer on Owner's Design Consultant Team (Arup) for the design of highway widening for new acceleration lane located on existing steep embankment side slopes. Responsibilities included implementation of soil investigation and design of Geosynthetic Reinforced Soil System (GRSS) Walls to support new highway lanes.

East End Crossing Project, *Louisville, Kentucky*

Technical Reviewer (Arup) for bid design of a design-build 7.4-mile long highway alignment. The project consisted of a 0.5-mile long cable stayed bridge over the Ohio River, an approximately 2,500-foot long mined tunnel, and over 20 one- to two-span highway overcrossings. Design elements included shallow and deep foundations supported on shale and karstic limestone, deep rock cuts, high embankments, and Mechanically Stabilized Earth walls.

Nouvelle Autoroute 30, *Montreal, Quebec*

Technical Reviewer on Public-Private Partnership's (PPP) Design Consultant Team (Arup) for 138 base grouted drilled shafts 2m in diameter with 4m long rock sockets 1.85m in diameter for 1.6 miles of high-level bridge over Beauharnois Canal and 1400 high capacity drilled-grouted micropiles with 6 to 9m long rock sockets 150mm in diameter with 65mm diameter threaded central bar for 1.2 miles of low-level bridge over St. Lawrence River. Challenges included pile installation in deep glacial deposits of soft sensitive Champlain Clay overlying very strong Quartzite Sandstone bedrock.

Central Expressway (CTE) Interchange, Public Works Department, *Singapore*

Senior Geotechnical Engineer on Owner's Design Consultant Team (Arup) for design of foundations for cut-and-cover tunnels for underground highway interchange. Design involved interaction analysis for stress and displacement between the buried box structures and transitions between roadway alignments.

Chin Swee Road Interchange, Public Works Department, *Singapore*

Lead Geotechnical Engineer on Owner's Design Consultant Team (Arup) for design and installation of retaining walls for bridge abutment and slip roads, bored piles, roadside drainage culverts and road alignments for major public works highway interchange.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2022

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

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

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173		CONTACT NAME: Deanna Ayoub PHONE (A/C, No, Ext): (847) 598-8752 FAX (A/C, No): (847) 440-9123 E-MAIL ADDRESS: dayoub@assuranceagency.com		
INSURED Patrick Engineering Inc. 4970 Varsity Drive Lisle IL 60532		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Continental Insurance Company		35289
		INSURER B : Continental Casualty Co		20443
		INSURER C : Transportation Insurance Compa		20494
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 645357972**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	6045960848	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	6045916249	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS \$ 10,000			6045916266	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC645916252	4/1/2021	4/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased & Rented Equipment			6045960848	4/1/2021	4/1/2022	Blanket Limit: \$2,000,000
B	Professional Liability			1054731	4/1/2021	4/1/2022	Per Claim \$1,000,000 Aggregate \$2,000,000

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

RE: the John Humphrey Drive at 143rd Street Intersection

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability, Auto Liability, Professional Liability and Excess/Umbrella Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project:

1.) Village of Orland Park, its related entities and each of their respective officers, directors, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park 14700 Ravinia Avenue Orland Park IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Assurance, a Marsh & McLennan Agency LLC company		NAMED INSURED Patrick Engineering Inc. 4970 Varsity Drive Lisle IL 60532
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

Umbrella Follows Form

30 Day Notice of Cancellation

**CNA PARAMOUNT****Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

- | |
|--|
| 1. Additional Insureds |
| 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance |
| 3. Additional Insured – Extended Coverage |
| 4. Boats |
| 5. Bodily Injury – Expanded Definition |
| 6. Broad Knowledge of Occurrence/ Notice of Occurrence |
| 7. Broad Named Insured |
| 8. Contractual Liability – Railroads |
| 9. Estates, Legal Representatives and Spouses |
| 10. Expected Or Intended Injury – Exception for Reasonable Force |
| 11. General Aggregate Limits of Insurance – Per Location |
| 12. In Rem Actions |
| 13. Incidental Health Care Malpractice Coverage |
| 14. Joint Ventures/Partnership/Limited Liability Companies |
| 15. Legal Liability – Damage To Premises |
| 16. Liquor Liability |
| 17. Medical Payments |
| 18. Non-owned Aircraft Coverage |
| 19. Non-owned Watercraft |
| 20. Personal And Advertising Injury – Discrimination or Humiliation |
| 21. Personal And Advertising Injury - Contractual Liability |
| 22. Property Damage – Elevators |
| 23. Retired Partners, Members, Directors And Employees |
| 24. Supplementary Payments |
| 25. Unintentional Failure To Disclose Hazards |
| 26. Waiver of Subrogation – Blanket |
| 27. Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs |

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Page 1 of 18

The Continental Insurance Co.

Insured Name: PATRICK ENGINEERING INC.

Policy No: 6045960848

Endorsement No: 8

Effective Date: 04/01/2021

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

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

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

- B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

- i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****17. MEDICAL PAYMENTS**

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:
Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B -Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
 - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. 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; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: 

Policy No: WC 6045916252

Policy Effective Date: 04/01/2021

Policy Page: 33 of 46



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 9, 2021

Patrick R. Sullivan
Village Clerk
14700 South Ravinia Ave.
Orland Park, Illinois 60462

Subject: Section 1440 Notice to Proceed
Village: Orland Park
Section: 16-00078-00-CH
Project: 4PYG(881)
Job: D-91-264-18
TIP: 06-16-0009

Dear Mr. Sullivan

Pursuant to Section 1440 of the FAST Act we hereby approve the above stated project to proceed prior to federal authorization and execution of the joint funding agreement. You may proceed with the following stipulations:

Initial Requirements:

- Consultant selection must comply with federal Qualifications-Based Selection (QBS) requirements. See Chapter 5-5.06 of the Bureau of Local Roads and Streets Manual and attached QBS check sheet.
- Verification of proper QBS procedures is required and shall include the following documentation:
 - completed QBS check sheet
 - copy of the public notice
 - criterion and weighting for evaluation
 - composition of the selection committee
 - listing and rating of the top three firms
 - selection justification
- All National Environmental Policy Act of 1969 (NEPA) requirements shall be adhered to. Projects shall follow normal BLRS Phase I procedures.
- Phase II engineering activities may not commence until Phase I is complete.
- All design requirements shall follow BLRS policy.
- Failure to comply with Federal requirements will nullify Federal participation in the engineering contract.

Prior to requesting reimbursement:

Joint funding agreements must be executed, and Engineering Agreements approved prior to requesting reimbursement.

Backup information required with reimbursement request shall be in accordance with Chapter 5-10 of the Bureau of Local Roads and Streets Manual. Items must include but not limited to:

- Copies of all cancelled checks paid for the project,
- List and itemization of all direct costs and unit rates for each direct cost item,
- List of employees by classification, time spent by each employee on the project, and the hourly rate of each employee.

Please direct questions to your district Bureau of Local Roads and Streets office.

Sincerely,

A handwritten signature in black ink, reading "Gregory S. Lupton". The signature is fluid and cursive, with the first name "Gregory" and last name "Lupton" clearly legible.

Gregory S. Lupton, P.E.
Local Project Implementation Engineer

cc: Joel Van Essen, Public Works Director
Jose Rios Attn: Charles Riddle - District 1
Attn: Project Control

Federal Qualification Based Selection (QBS) Checklist

As a condition of this approval the LPA must comply with federal QBS requirements outlined in Chapter 5-5 of the Bureau of Local Roads and Streets Manual when selecting a consultant. Below is a check sheet that the LPA will be required to certify with the submission of the engineering agreement for department approval.

The department reserves the right to verify that the QBS process was properly followed. Failure to follow the process will nullify federal funding for work covered under this Section 1440 approval.

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No			
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? ☐ Yes ☐ No If no, IDOT's approval date: _____			
3.	Was the scope of services for this project clearly defined? ☐ Yes ☐ No			
4.	Was public notice given for this project? ☐ Yes ☐ No Due date of submittal: _____ Method(s) used for advertisement and dates of advertisement: _____			
5.	Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No			
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No			
7.	Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No			
	Criteria for this project	Weighting	Criteria for this project	Weighting
	_____	_____%	_____	_____%
	_____	_____%	_____	_____%
	_____	_____%	_____	_____%
	_____	_____%	_____	_____%
8.	Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No Selection committee (titles) for this project: _____ Top three consultants selected for this project in order: 1) _____ 2) _____ 3) _____ If less than 3 responses were received, IDOT's approval date: _____			
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No			
10.	Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No			
11.	Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.			
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No			
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No			



Local Public Agency Engineering Services Agreement

[E-mail](#)[Print With Instructions](#)[Reset Form](#)Using Federal Funds? ☒ Yes ☐ No

Agreement For

Federal PE

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency

Village of Orland Park

County

Cook

Section Number

16-00078-00-CH

Job Number

D-91-264-18

Project Number

D-91-264-18

Contact Name

Khurshid Hoda

Phone Number

708.403.6128

Email

khoda@orlandpark.org

SECTION PROVISIONS

Local Street/Road Name

John Humphrey Drive

Key Route

FAU 2520

Length

N/A

Structure Number

016-D010

Location Termini

at 143rd Street

[Add Location](#)[Remove Location](#)

Project Description

Intersection improvements and dry land bridge expansion

Engineering Funding

☒ Federal ☐ MFT/TBP ☐ State ☒ Other

Village

Anticipated Construction Funding

☒ Federal ☐ MFT/TBP ☐ State ☒ Other

Village

AGREEMENT FOR

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

CONSULTANT

Consultant (Firm) Name

Patrick Engineering Inc.

Contact Name

Jarrod Cebulski

Phone Number

(630) 795-7468

Email

jcebulski@patrickco.com

Address

4970 Varsity Drive

City

Lisle

State

IL

Zip Code

60532

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

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

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

Regional Engineer
Transportation

Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of

Resident Construction Supervisor
In Responsible Charge

Authorized representative of the LPA in immediate charge of the engineering details of the

Contractor

A full time LPA employee authorized to administer inherently governmental PROJECT activities
Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

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

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

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

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

3. To pay the ENGINEER:

(a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.

2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

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

6. This AGREEMENT shall continue in full force and effect until the obligations created herein shall be fully performed and accepted.

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Patrick Engineering Inc.	36-3008281	\$642,561.00
Subconsultants		
- Christopher Burke Engineering, Ltd.	36-3468939	\$185,359.00
- ROW Acquisitions, Inc.	71-1047130	\$47,000.00
-		
-		
-		
Subconsultant Total		\$232,359.00
Prime Consultant Total		\$642,561.00
Total for all work		\$874,920.00
Add Subconsultants		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

Title

By (Signature & Date)

Title

Village of Orland Park

Cook

16-00078-00-CH

FOR FEDERAL PARTICIPATION PROJECTS**EXHIBIT A
SCOPE OF SERVICES**

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

GENERAL UNDERSTANDING AND PROJECT SCOPE

The Village of Orland Park (Owner) proposes to improve the intersection of John Humphrey Drive (JHD) at 143rd Street. Federal funds will be used; therefore, coordination is required with the IDOT Bureau of Local Roads & Streets. In general, the scope of work includes the following features:

A. Widening and resurfacing the intersection of John Humphrey Drive at 143d Street to add auxiliary turn lanes on all four legs, including EB and WB dual left turn lanes and NB and SB right turn lanes.

B. The limits of the project are from Sta. 58+37 to Sta. 76+59 along 143rd Street and from Sta. 492+54 to Sta. 505+45 along JHD.

C. Filling in gaps in the existing sidewalk system including along the east side of the north leg and providing a landing in the southeast quadrant.

D. Developing drainage plans for the wider roadway to connect into the existing drainage system.

E. Traffic signal modernization and lighting improvements.

F. Repairs to and expansion of a dry land bridge (SN 016-D010) on the east leg of the intersection from Sta. 64+70 to Sta. 67+52.

G. Topographic (pick-up only) and boundary survey, plats, legal descriptions, right-of-way appraisals and negotiation services for ten (10) parcels.

H. Geotechnical investigations and analysis for the roadway widening and realignment.

I. Permitting for the proposed improvements, as defined later within this document.

J. Utility coordination for those impacted facilities relating to these improvements.

K. Evaluation of construction cost reduction strategies including:

- Refining the project scope to widening and resurfacing
- Reducing the number of drilled shafts for the dry land bridge foundation
- Replacing storm sewer with open ditch sections
- Avoiding relocations of Village-owned utilities
- The use of combination traffic signal and lighting poles
- Reduction in proposed ROW and temporary easements

STANDARDS, PACKAGING, AND SUBMITTAL DEVELOPMENT

Patrick (Consultant) and its subconsultant team shall prepare its deliverables in conformance, where applicable, within the framework of IDOT policies and procedures and local agency requirements, and applicable manuals and schedules in force at the time of this agreement including but not limited to:

1. IDOT CAD standards
2. IDOT Bureau of Design and Environmental (BDE) Manual
3. IDOT Bureau of Local Roads & Streets (BLRS) Manual
4. IDOT Drainage Manual
5. IDOT Bridge Manual
6. IDOT Geotechnical Manual
7. IDOT Survey Manual
8. IDOT Land Acquisition Policies and Procedure Manual
9. IDOT District 1 General Guidelines for Lighting Design
10. Manual on Uniform Traffic Control Devices (MUTCD)
11. American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets
12. American National Standards Institute – Illuminating Engineering Society of North America (ANSI-IESNA) RP-8-18 American National Standard Practice for Roadway Lighting
13. Cook County Storm Water Management Plan
14. Village of Orland Park Ordinances

CONTRACT PLANS

Patrick will develop the complete project to the Pre-Final (95% complete) level. At that point, it will be

determined if the project will be constructed as a single project or as two separate projects (one bridge contract and one intersection contract). Based on that determination, Patrick will take the plans to Final (100%) level and prepare the Phase II bid packages for either the single combined project or two separate projects (bridge and intersection). Any packages advanced to construction are intended to follow the IDOT-letting process, and it is expected that if multiple projects are pursued, they would be let and completed consecutively, such that construction would not be concurrent.

OPINION OF PROBABLE CONSTRUCTION COSTS

The opinion of probable costs for construction shall be prepared according to the current practices of IDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary. The unit prices to be used shall be in accordance with the methods used by IDOT.

1.0 TOPOGRAPHIC SURVEY

A ground topographic survey was completed during Phase I. Therefore, only supplemental pick-up field survey will be needed during Phase II. This is anticipated to be what is required to provide the basis for the Phase II Design and will include additional topographic and utility survey for areas proposed to be improved that extend beyond the limits of the Phase I survey.

2.0 GEOTECHNICAL AND ENVIRONMENTAL SERVICES

Patrick shall perform geotechnical investigations in accordance with IDOT Geotechnical Manual procedures. The investigation will consist of roadway borings where the roadway will be widened by at least 6-feet and structure borings to obtain additional information for the design of the deep foundation system to support the dry land bridge. The investigation will consist of:

- Three (3) deep borings along the north side of the planned dry land bridge. Two (2) borings will be drilled to a depth of 75-feet and one (1) boring will be drilled to 100-feet. The 75-foot borings are needed to evaluate possible straight-shaft piers or piles, and the 100-foot boring is needed to determine seismic classification as well as to verify the vertical extent of the dense silt encountered at the termination depth of the previous borings. One (1) of the borings will be drilled through the existing pavement to verify the presence and thickness of the EPS. Two (2) of the borings will be converted to open standpipe type piezometers (with flush-mount protectors) to determine the depth to groundwater near the planned bridge.

- Four (4) borings will be taken in the four quadrants of the intersection of 143rd Street and JHD. The borings will be drilled to 25-feet depth to determine the thickness of peat in the areas of planned pavement widening and for use in approach slab design.

- Three (3) borings will be taken for pavement widening. These borings will be drilled to a depth of 10-feet, or deeper, if peat is encountered at that depth.

- Laboratory testing will include Moisture Content (100 max.), Atterberg Limits (22 max.), Grain Size (20 max.), Unconfined Compressive Strength of cohesive samples (14 max.), consolidation of peat or low strength clay (3 max.), specific gravity (3 max.), and density (29 max.).

- A longitudinal subsurface soil profile will be provided along the proposed roadway alignment outside the land bridge. A Roadway Geotechnical Report (RGR) will be prepared.

- A cross-sectional profile of the soil stratification (along the north side of 143rd Street) will be produced for the land bridge.

- The Structure Geotechnical Report with Supplemental Memorandum (SGR) from Phase I will be updated.

The Phase I Preliminary Environmental Site Assessment (PESA) identified 10 sites as Recognized Environmental Conditions (REC's). A special waste Preliminary Site Investigation (PSI) will be completed based on the results of the PESA. To support the PSI, 23 additional soil borings will be taken along the portions of the alignment adjoining the sites containing REC's and soil samples for environmental analyses (specific analyses will be based on the nature of the REC) will be collected. Patrick will complete a PSI Report based on the results of the soil borings and environmental analyses.

3.0 ROADWAY DESIGN

Patrick shall prepare roadway construction plans (including all base sheets), design calculations, specifications, and opinions of probable cost for the improvements as described above and in conformance with the IDOT-approved Phase I Project Development Report (PDR) for this project. Either one (1) or two (2) sets of contract documents will be prepared, either a.) one (1) for the dry land bridge work and one (1) for the intersection improvement, or b.) one (1) for the overall combined contract including the intersection and bridge work. The roadway plans shall include the development for the following plans, specifications, opinion of probable construction costs, and appropriate forms as listed below:

Dry Land Bridge Contract:

- Cover Sheet
- Index of Sheets, General Notes, and List of Standards

Summary of Quantities

- Typical Sections
- Alignment & Ties
- Plan and Profile Sheet
- Pavement Marking and Signing Plans
- Landscaping Plans
- Structural Plans
- Cross-Sections (at bridge location only)
- Miscellaneous Details
- IDOT Standard Details
- IDOT EOPC BDE Form 213
- IDOT Estimate of Time BDE Form 220a

Intersection Contract:

- Cover Sheet
- Index of Sheets, General Notes, and List of Standards
- Summary of Quantities
- Quantity Schedules
- Typical Sections
- Alignment & Ties
- Removal Plans
- Roadway Plan and Profile Sheets
- ADA Curb Ramp Details
- Pavement Marking and Signing Plans
- Traffic Signal Plans
- Lighting Plans
- Landscaping Plans
- Cross-Sections (every 100 feet along mainline and side streets, including driveways)
- Miscellaneous Details
- IDOT Standard Details
- IDOT EOPC BDE Form 213
- IDOT Estimate of Time BDE Form 220a

Combined Contract (Bridge and Intersection):

- Cover Sheet
- Index of Sheets, General Notes, and List of Standards
- Summary of Quantities
- Quantity Schedules
- Typical Sections
- Alignment & Ties
- Removal Plans
- Roadway Plan and Profile Sheets
- ADA Curb Ramp Details
- Pavement Marking and Signing Plans
- Traffic Signal Plans
- Lighting Plans
- Landscaping Plans
- Structural Plans
- Cross-Sections (every 100 feet along mainline and side streets, including driveways)
- Miscellaneous Details
- IDOT Standard Details
- IDOT EOPC BDE Form 213
- IDOT Estimate of Time BDE Form 220a

PAVEMENT DESIGN

Patrick shall develop the recommended pavement design and supporting documentation and calculations.

4.0 CONSTRUCTION STAGING AND MAINTENANCE OF TRAFFIC

The Phase I documentation recommends the use of staged construction under traffic (e.g., lane shifts, temporary pavement, and reduced lane widths) for construction. Plans, specifications, and quantities as listed below, dedicated to the maintenance of traffic, shall be developed for this corridor:



- Typical Sections (per phase)

- Plan Sheets (per phase) (with temporary signing, marking, pavement, etc.)

- General Notes for Construction Staging

- Special MOT Details (temporary pavement, temporary signals, intersection details (by phase), etc., as required), temporary drainage

Patrick will either prepare the MOT plans for two separate projects (one bridge and one intersection) or one combined project (intersection and bridge), depending on how the project will be built. The anticipated staged construction scheme for the Intersection Improvement contract is as follows:

- Stage 1:

- oConstruct temporary pavement along the north side of 143rd Street.

- oMaintain traffic through the intersection by shifting traffic to the west side of John Humphrey Drive and the north side of 143rd Street on the newly constructed temporary pavement.

- oThis allows Contractor to construct the east curb and gutter and NB lanes of John Humphrey Drive and the south curb and gutter and EB lanes of 143rd Street.

- Stage 2:

- oShift John Humphrey Drive traffic to the east side of John Humphrey Drive and 143rd traffic the south side of 143rd Street to maintain traffic through the intersection.

- oConstruct the west curb and gutter and SB lanes of John Humphrey Drive and north curb and gutter and WB lanes of 143rd Street.

- Stage 3:

- oConstruct remaining medians and sidewalk along both 143rd Street and John Humphrey Drive under traffic using temporary lane shifts as required.

The anticipated staged construction scheme for the Dry Land Bridge contract is as follows:

- Stage 1:

- oShift traffic to the north side of 143rd Street, maintaining one (1) lane of traffic in each direction.

- oPerform the repair work on the existing dry land bridge.

- Stage 2:

- oShift traffic to the south side of 143rd Street.

- oBuild the dry land bridge expansion.

The anticipated staged construction scheme for the combined Improvement contract is as follows:

- Stage 1:

- oShift traffic to the north side of 143rd Street, maintaining one (1) lane of traffic in each direction.

- oPerform the repair work on the existing dry land bridge.

- Stage 2:

- oShift traffic to the south side of 143rd Street.

- oBuild the dry land bridge expansion.

- Stage 3:

- oConstruct temporary pavement along the north side of 143rd Street.

- oMaintain traffic through the intersection by shifting traffic to the west side of John Humphrey Drive and the north side of 143rd Street on the newly constructed temporary pavement.

- oThis allows Contractor to construct the east curb and gutter and NB lanes of John Humphrey Drive and the south curb and gutter and EB lanes of 143rd Street.

- Stage 4:

- oShift John Humphrey Drive traffic to the east side of John Humphrey Drive and 143rd traffic the south side of 143rd Street to maintain traffic through the intersection.

- oConstruct the west curb and gutter and SB lanes of John Humphrey Drive and north curb and gutter and WB lanes of 143rd Street.

- Stage 5:

- oConstruct remaining medians and sidewalk along both 143rd Street and John Humphrey Drive under traffic using temporary lane shifts as required.

This construction sequencing approaches above assume that any contracts are let separately as described above in Contract Packaging.

5.0DRAINAGE SYSTEM DESIGN / EROSION AND SEDIMENT CONTROL

DRAINAGE SYSTEM DESIGN

The Roadway Drainage task includes development of construction plans and profiles, detailed calculation book,

summary of quantities, and project specifications. There is no FEMA regulatory floodplain or floodway within the project limits and no major waterway crossings.

In general, all stormwater within the project limits in the Mill Creek watershed is ultimately tributary to the Cal-Sag Channel. Several sub-outlets exist along John Humphrey Drive, where storm sewers leave the project right-of-way flowing generally east. The existing drainage system consists of primarily closed storm sewer systems.

Plan development includes review of drainage concepts and proposed design intent, review data from inspections of existing facilities and available as-builts, preparation of analyses to modify the existing drainage system and/or construct a new drainage system. Drainage design and calculations including hydraulic analysis, inlet spacing, storm sewer, ditch design and compensatory storage sizing.

The proposed drainage improvement will include a removal and replacement of existing storm sewers within the project limits as listed below. All existing storm sewer segments to remain will be inspected for condition assessment.

The 54" RCP sewer under 143rd Street flows south to north and serves as a regional storm sewer system for approximately 115 acres of tributary area. Roadway widening and intersection improvements will require all new drainage structures at the new curb and gutter locations. Care will be taken at all identified sensitive outlet locations and identified areas of flooding. Stormwater detention will not be required as the increase in impervious area is under the required threshold. Temporary drainage will be included on the Erosion and Sediment Control Plans.

EROSION AND SEDIMENT CONTROL

This task will include the preparation of construction plans, specifications and estimates for all anticipated best management practices (BMP) implemented in the design of the project. Erosion and Sediment Control plans will be coordinated with the proposed drainage plans to identify and manage all potential sources of stormwater discharge. Perform the Water Quality analysis and evaluate the use of Water Quality BMP's at drainage outfalls.

Evaluate alternatives for volume control and water quality Best Management Practices in accordance with the WMO and USACE Regional Permit 3 requirements (if necessary). All drainage structures will be equipped with a 2-foot deep sump below the outlet elevation to allow the settling of debris, along with analyzing feasibility of open-bottom catch basins for groundwater recharge. Any temporary drainage between MOT stages will be included in this section.

6.0 TRAFFIC SIGNALS AND LIGHTING PLANS

TRAFFIC SIGNAL PLANS

Plans, details, specifications, and schedule of quantities to accommodate both the permanent and staged construction of the 143rd Street and John Humphrey Drive signalized intersection. The staged construction and temporary traffic signal improvements anticipate two (2) stages of construction. Deliverables shall also include:

- LED street name signs, grounding details, vehicle detection, and electric service requirements
- Pedestrian signals and pedestrian actuations, where appropriate
- Emergency vehicle pre-emption details (including evaluation of whether existing equipment can be reused)
- Temporary and permanent signal interconnect plans, details, and specifications related to:

o Maintaining a temporary interconnect schematic to maintain traffic signal coordination westbound to 95th Avenue along 143rd Street during the phased construction, and

o Permanent traffic signal interconnect plan sheets and an interconnect schematic using 24 F SM/12 F MM for the proposed traffic signal installation and the entire IDOT twenty-six (26) intersection closed loop system 3H

LIGHTING PLANS

Lighting plans, details, specifications, and schedules of quantities shall be prepared for the proposed intersection improvement and all approaches, including crosswalks within the project limits. Plans, details, specifications, and schedules of quantities will be prepared for the permanent condition as well as the two (2) phases of interim construction. To support these services, we will for all phases and the permanent condition:

- Perform the necessary photometrics analysis to verify adequate lighting levels
- Coordinate with the electric utility to determine locations for any new electric service points, if needed

7.0 PERMITTING

Updated Wetland Field Reconnaissance and Report: An updated field investigation of the project site will be completed to verify the current limits of wetlands and Waters of the U.S. present. The updated delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers (USACE). Any changes to the wetland limits will be field staked and delineated using a sub-meter accuracy handheld GPS unit. The results of the current Waters of the U.S./wetland field reconnaissance will be summarized in an updated letter report for use in wetland permitting.

Threatened and Endangered Species Consultation: Threatened and endangered species clearances obtained +

during Phase I will be updated via coordination with IDOT.

Regional Permit Application Preparation and Submittals: Due to wetland impacts, the required exhibits, specifications, data and project information will be compiled and assembled in permit application packages to the USACE, the Illinois Environmental Protection Agency (IEPA), and USFWS, if required. We will coordinate development of the documents with you and other project team members. This task may require meeting with the USACE, IEPA, USFWS, IDNR, and potentially other federal, state and local agencies to coordinate permitting activities.

This task will also include preparation of a submittal to the Will/South Cook County Soil and Water Conservation District to obtain an approval of the Soil Erosion and Sediment Control plan as required by the USACE.

This permitting scope is based on submittal of a Regional Permit application. If the project cannot meet the conditions of a Regional Permit, an Individual Permit will be required. Preparation of an Individual Permit application will require a supplemental proposal to cover the cost of additional required tasks.

Storm Water Pollution Prevention Plan Preparation and Notice of Intent: We will prepare Storm Water Pollution Prevention Plan (SWPPP) BDE Form 2342 in accordance with Part IV of the General NPDES Permit No. ILR10.

We will also prepare and submit a Notice of Intent (NOI) to the Illinois Environmental Protection Agency (IEPA). This task assumes that this project will include two separate contract packages. A SWPPP and NOI will be prepared for each contract package. The Soil Erosion & Sediment Control Plan will be prepared under a different task.

8.0 RIGHT-OF-WAY (ROW) AND PLAT OF HIGHWAYS

ROW coordination will be required with the IDOT Bureau of Land Acquisition (BLA) during the preparation of the plats of highways and the land acquisition phase and will follow IDOT procedures and requirements. For each of the ten (10) parcels that are assumed (as identified in the Phase I Project Development Report) to be impacted by this project, Patrick will provide the following services for each of the parcels, as needed:

RIGHT-OF-WAY ENGINEERING

Patrick shall prepare or cause to be prepared title research, legal descriptions, route survey plats and/or right-of-way parcel plats, acquisition instruments, and other materials to be used in the acquisition of right-of-way.

APPRAISALS

Patrick shall perform or cause to be performed real estate appraisals and prepare appraisal reports through the services of an IDOT pre-qualified appraiser.

APPRAISAL REVIEW

Patrick agrees to furnish the Village all comparables used in the report, attached to each report, consisting of sufficient sales data in the vicinity of the project of such recent date that a pattern of values may be established. Each comparable property will be identified by photograph and shall be located on electronic map attached to each report that is be furnished to the Village.

NEGOTIATION AND ACQUISITION SERVICES

Negotiation services will be performed by Patrick for the parcels to acquire. Patrick shall make every reasonable effort to acquire assigned parcels expeditiously through negotiators pre-qualified by IDOT.

9.0 UTILITY COORDINATION

Patrick shall coordinate with the utility companies identified during the Phase I (including Comcast, Com-Ed, AT&T, and Nicor, as well as Village watermain and sanitary sewer) who own or utilize infrastructure located within the corridor to identify potential conflicts with the proposed infrastructure improvements. Coordination shall consist of an initial meeting with the identified utility companies, in which the identified conflict is discussed and a follow-up meeting in which the conflict resolution plan and schedule are agreed to by Village and the Utility. Patrick representatives shall work with the respective utility companies to provide input regarding any relocation plans that they propose to mitigate their conflicts. Patrick shall maintain a matrix of utility companies within the corridor, their representative's contact information, and maintain a record of correspondence with those companies to keep them informed of the proposed improvement. Six (6) individual meetings with the suspected, affected utilities have been included to facilitate the coordination effort.

This section contains time necessary to incorporate updated existing utility information and layout of any relocated utilities provided by the utility companies into the CADD base files. The removal of utility structures will be shown on Removal Plans while abandonment/removal and installation of proposed utility lines will be shown on the Drainage and Utility plans.

10.0 STRUCTURAL

The structural work within this section includes:

- Rehabilitation of the existing Dry Land Bridge (SN 016-D010) on 143rd Street
- Extension of the existing Dry Land Bridge to the west

Building a new Dry Land Bridge on the north side of Ford Street to carry new V&B frame

The scope of work includes design calculations, plans, specifications, and opinion of probable construction cost.

The proposed work includes the following:

A. Plan Development Outline (PDO)

B. Dry Land Bridge Plan Sheets

- General Plan and Elevation

- Foundation Plan

- Stage Construction Details

- Temporary Concrete Barrier for Stage Construction

- Top of Slab Elevations (2 sheets)

- Top of Approach Slab Elevations

- Superstructure – West End

- Superstructure – Interior

- Superstructure – East End

- Superstructure Details

- Bridge Approach Slab Details (3 sheets)

- Preformed Joint Strip Seal

- Structure Removal Details

- CIP Bent Details (2 sheets)

- Optional Precast Bent Details (2 sheets)

- Drilled Shaft (Pile) Details

- Bar Splicer and Mechanical Splicers Details

- Soil Boring Logs (4 sheets)

C. AASHTOWare Load Rating

D. Specifications

E. Structural calculations

F. Quantity calculations

G. Estimates

- Estimate of Time (final submittal only)

- Engineers Opinion of Probable Construction Cost (each submittal)

11.0 PROJECT MANAGEMENT, COORDINATION, AND CONTRACT ADMINISTRATION

Patrick shall provide project management, coordination, and contract administration for the current expected duration of the project, as specified as the milestone "PS&E to Springfield." Coordination efforts will include the following:

- Meetings with the Village of Orland Park

- Meetings with IDOT

- Meetings with permitting agencies

- Meetings with property owners

- Meetings with adjacent developers

Patrick shall provide contract administration for the internal Patrick Team members, correspondence and document control administration, safety, communications, and an overall project management plan, including the development and regular monitoring of the project budget, staffing allocation, project schedule, and preparation of monthly progress reports and invoices.

Patrick shall assist the Village with the identification and application for additional funding for up to five (5) different funding grant opportunities for a duration of up to two (2) years after this design project is complete.

Patrick will also assist the Village in preparing the RFQ for Phase III Engineering Services.

12.0 QUALITY

An ISO9001-compliant Quality Assurance and Quality Control (QA/QC) plan shall be implemented for the project. The Quality Plan shall outline internal processes and procedures Patrick shall take for each milestone deliverable to ensure that the appropriate checks have been performed, comments have been addressed and resolved, and certify that the processes have been followed. The Quality Manager shall make these certifications for all deliverables identified within this project scope.

13.0 PHASE III COORDINATION

Post-contract coordination for the project shall include tasks in following areas of support. After acceptance of the bidding documents by the Village, Patrick shall:

- Attend one (1) Pre-Bid Conference meeting.

- Issue addenda as appropriate to clarify, correct, or change the bidding documents.



- If bidding documents require, evaluate and determine acceptability of "of equals" and substitute material and equipment proposed by bidders.
- During construction, Patrick shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Plans.
- Patrick shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

EXCLUSIONS

The following items are not included as part of this agreement:

- A.Public Meetings or Hearings
- B.Noise Wall Plans
- C.Pump Station Plans
- D.Preparation of Request for Exception to Compliance with the Work Zone Safety and Mobility Rule (BSE WZ 2) and the required attachments
- E.Speed Studies
- F.Signal Warrant Studies
- G.Highway Capacity Analyses
- H.Sight Distance Studies
- I.Subsurface Utility Exploration (SUE)
- J.Local Utility Design and/or Plans
- K.Construction Layout and/or Construction Observation

Local Public Agency

County

Section Number

Village of Orland Park

Cook

16-00078-00-CH

**EXHIBIT B
PROJECT SCHEDULE**

It is estimated that the Phase II engineering duration will be approximately twenty-four (24) months from Notice to Proceed (NTP), anticipated to occur in October 2021. Below is a high-level milestone project schedule:

Milestone Submittal Date

Pick-up and Boundary Survey / Geotech Investigations 3/22

Preliminary Contract Plans and Specifications (60%) 8/22

Pre-Final Contract Plans and Specifications (95%) 3/23

Final Contract Plans and Specifications (100%) 5/23

PS&E to Springfield 6/23

Letting 9/23

Local Public Agency

County

Section Number

Village of Orland Park

Cook

16-00078-00-CH

Exhibit C
Direct Costs Check Sheet

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

Item	Allowable	Quantit	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
☐ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
☒ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	57	\$65.00	\$3,705.00
☐ Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00
☐ Tolls	Actual cost			\$0.00
☐ Parking	Actual cost			\$0.00
☐ Overtime	Premium portion (Submit supporting documentation)			\$0.00
☐ Shift Differential	Actual cost (Based on firm's policy)			\$0.00
☐ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00
☐ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00
☐ Project Specific Insurance	Actual Cost			\$0.00
☐ Monuments (Permanent)	Actual Cost			\$0.00
☐ Photo Processing	Actual Cost			\$0.00
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
☐ CADD	Actual cost (Max \$15/hour)			\$0.00
☐ Web Site	Actual cost (Submit supporting documentation)			\$0.00
☐ Advertisements	Actual cost (Submit supporting documentation)			\$0.00
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00
☐ Recording Fees	Actual Cost			\$0.00
☐ Transcriptions (specific to project)	Actual Cost			\$0.00
☐ Courthouse Fees	Actual Cost			\$0.00
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00
☐ Testing of Soil Samples	Actual Cost			\$0.00
☒ Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$77,500.00	\$77,500.00
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
☒ Reproduction (8.5x11)		3500	\$0.10	\$350.00
☒ Reproduction (11x17)		4000	\$0.25	\$1,000.00
☒ Reproduction (24x36)		300	\$1.00	\$300.00
☒ Title Commitments		10	\$690.00	\$6,900.00
☐				\$0.00
Total Direct Costs				\$89,755.00

Village of Orland Park

Cook

16-00078-00-CH

Exhibit D
Qualification Based Selection (QBS) Checklist

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

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

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

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

If yes Due date of submittal 08/24/21

Method(s) used for advertisement and dates of advertisement

Website and direct solicitation, August 3, 2021 RFQ published through August 24, 2021.

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

Project Criteria	Weighting
- Project Understanding	30%
- Similar Project Experience	20%
- Project Team	15%
- Project Development Approach	15%
- IDOT Prequalification	10%
- Overall Completeness of Submittal	5%
- Selection Committee Discretion	5%
Add	

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

Director of Engineering, Village Engineer, Senior Engineer

Top three consultants ranked for this project in order

- 1 Patrick Engineering Inc.
- 2 AECOM
- 3 Civiltech

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

Local Public Agency

County

Section Number

Village of Orland Park

Cook

16-00078-00-CH

14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☒

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

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

This form can also be used for structure inspections.

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

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.

Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.

Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.

If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplemental

Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.

County Insert the name of the county in which the LPA is located.

Section Number Insert the section number applied to this project without dashes, dashes are automatically inserted.

Job Number Insert the job number assigned for the project, if applicable.

Project Number Insert the project number assigned for this project, if applicable.

Contact Name Insert the name of the LPA contact for this project.

Phone Number Insert the phone for the LPA contact listed to the left without dashes.

Email Insert the email for the LPA contact listed to the left.

Section Provisions

Location Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.

Local Street/Road Name Insert the local street/road name.

Key Route Insert the key route of the street/road listed to the left, if applicable.

Length Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.

Existing Structure Number(s) Insert the existing structure number(s) for this project.

Location Termini Insert the beginning and ending termini as it pertains to this location for this project.

Add Location Use this button to add additional locations

Project Description Insert a description of the work to be accomplished by this project.

Engineering Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.

Anticipated Construction Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.

Consultant

Firm Name	Insert the name of the consultant firm.
Address	Insert the address of the firm listed to the left.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.

Agreement Exhibits Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.

LPA Agrees

Method of Compensation Select the method of compensation for this agreement by checking the applicable box.

If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.

If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.

If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.

If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Agreement Summary

Prime Insert the name of the Prime Consultant

TIN/FEIN/SS Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).

Agreement Amount Insert the maximum agreement amount.

Subconsultant As applicable, for each sub consultant listed, insert the name of the subconsultant

TIN/FEIN/SS Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).

Agreement Amount Insert the maximum agreement amount for the subconsultant listed to the left.

Add Subconsultant If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.

Subconsultant Total This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.

Prime Total This field is automatically completed, it is the amount of the prime consultant fee as listed above.

Total for All This field is automatically completed, it is the sum of the subconsultant and the prime total.

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.

Name of Local Public Agency Insert the name of the LPA.

By The LPA clerk will sign here.

By The LPA official authorized to sign this agreement will sign and date here.

Name of Local Public Agency Insert the name of the Local Public Agency.

Local Public Agency Type Insert the type of LPA.

Seal of LPA The LPA will seal the document here.

Title Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name Insert the name of the engineering firm the agreement is with.

By The person(s) authorized to sign this agreement from the engineering firm will sign and date here.

Title Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer Upon approval the Regional Engineer will sign and date here.

Exhibit A Insert the scope of services covered by this agreement for this project.

Exhibit B Insert the project schedule that applies to this agreement.

Exhibit C Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.

Exhibit D Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.

Exhibit E Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514).

 If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.

Exhibit Use the remaining boxes and lines to add additional exhibits as needed.

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

Following approval, distribution will be as follows:

Central Office (only for Projects using State and/or Federal Funds)

District

Engineer (Municipal, Consultant or County)

Local Public Agency Clerk