

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0123

Multi Year:

Amount \$155,173.21

PO#
033460

Contract Type:

Professional Services

Contractor's Name:

URS Corporation

Contractor's AKA:

Execution Date:

3/30/2009

Termination Date:

Renewal Date:

Department:

Public Works

Originating Person:

Pete Casey

Contract Description: Wolf Road (143rd St to 167th St)



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

June 17, 2009

Mr. James Push, PE
URS Corporation
100 South Wacker Drive
Chicago, Illinois 60606

RE: *NOTICE TO PROCEED*
Wolf Road – 143rd Street to 167th Street Widening

Dear Mr. Push:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to complete Phase I Engineering to commence on the above stated project as of June 12, 2009; however, I understand that work may not begin until URS receives confirmation from the Illinois Department of Transportation for the supplemental hours and costs.

Please contact John Ingram at 708-403-6104 with any questions regarding this work.

The Village has increased existing Purchase Order #033460 for this contract/service. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 30, 2009 in an amount not to exceed One Hundred Fifty Five Thousand One Hundred Seventy-Three and 21/100 (\$155,173.21) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Pete Casey
John Ingram

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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Patricia Gira

March 30, 2009

Mr. Mohammad Hassan, VP
URS Corporation
100 South Wacker Drive
Chicago, Illinois 60606

NOTICE OF AWARD – Wolf Road, 143rd to 167th St. Widening

Dear Mr. Hassan:

This notification is to inform you that on March 16, 2009, the Village of Orland Park Board of Trustees approved awarding URS Corporation the contract in accordance with the proposal you submitted dated December 5, 2008, for Wolf Road, 143rd to 167th Street Widening for an amount not to exceed One Hundred Fifty Five Thousand One Hundred Seventy-Three and 21/100 (\$155,173.21) Dollars. **You must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by April 13, 2009.**

1. Enclosed are two (2) copies of the Contract for Wolf Road, 143rd to 167th Street Widening. Please sign both copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please complete the Certifications and return them directly to me.
3. The Village does have a current Certificate of Insurance on file, so a new one is not needed.

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

Sincerely,

Denise Domalewski
Contract Administrator

VILLAGE OF ORLAND PARK
Wolf Road 143rd to 167th Widening Project
(Contract for Professional Engineering Services)

This Contract is made this 30th day of March, 2009 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and URS Corporation (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal(s) dated December 5, 2008, as it is responsive to the VILLAGE's requirements, including

- Exhibit A ECAD Record and Document Scope of Work and Man Hour Estimate
- Exhibit B DRAFT Scope of Work
- Exhibit C Man Hour Estimate for Additional Drainage Study (LDS)
- Summary of Direct Costs
- Average Hourly Project Rates
- Cost Estimate of Consultant Services – Phase 1 Additional Scope
- Attachment A Phase 1 Engineering Supplemental Man Hour Estimate

All Certifications required by the Village

Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Provide professional engineering services as described in Exhibit A and Exhibit B in the attached proposal, titled *Wolf Road, 143rd Street to 167th Street Widening Project*. See proposal for complete scope of work as requested by the Village of Orland Park

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL COST: an amount not to exceed One Hundred Fifty Five Thousand One Hundred Seventy-Three and 21/100 (\$155,173.21) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion. This Contract shall terminate upon completion of the work, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other

indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, 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:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Mohammad Hassan, Vice President
URS Corporation
100 South Wacker
Chicago, IL 60606
Telephone: 312-939-1000
Facsimile: 312-939-4198
e-mail:

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.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE
By: 

Print Name: Paul Grimes

Its: Village Manager

Date: 6/15/09

FOR: THE CONTRACTOR
By: 

Print Name: MOHAMMAD S HASSAN

Its: Vice President

Date: 6/9/09

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

URS Corporation (ENGINEER)

By: Mohammad S Hassan 6/9/09
Officer Date

Print Name: MOHAMMAD S HASSAN

VILLAGE OF ORLAND PARK

By: Paul G. Grimes 6/15/09
Officer Date

Print Name: Paul G. Grimes

Wolf Road - 143rd Street to 167th StreetECAD Record and Document Scope of Work and Man-Hour Estimate

The ECAD Record would be used to summarize key findings and decisions on the presence or absence of adverse impacts on particular environmental resources and the nature of such impacts, if they occur. The ECAD Record also would briefly summarize the basis for the findings and conclusions.

1. **Prepare Class of Action Determination Record** (100 hours)
 - ***Present Results at District Coordination Meetings***
As URS completes studies and analyses regarding the project's environmental impacts and achieves closure on environmental issues, these results would be discussed with FHWA and IDOT Central Office representatives at regularly scheduled district coordination meetings.
 - ***Document Environmental Class of Action Determination Record***
After all environmental resources/issues identified as being potentially involved are evaluated, the impacts are determined and closure is attained for the issues involved (including consideration of the results of public involvement activities), URS shall seek concurrence to process a Categorical Exclusions Group II Report.
2. **Prepare Class of Action Determination Document** (112 hours)
 - ***Develop Purpose and Need Statement***
URS will provide a concise explanation of the problem(s) and the proposed action(s) intended to address the problem(s).
 - ***Develop Project Alternatives***
If required, URS will provide a brief description for each reasonable alternative and indicate the amount of new right-of-way the alternative would require.
 - ***Environmental Consequences***
URS will indicate the issue areas in the ECAD Record that were marked as a "yes" in the "Impacts Present" column. This list will serve to reference the impact/mitigation discussions in the ECAD Record and will eliminate the need for repeating or summarizing these discussions in the ECAD Document. For issues that may require documentation of specific findings (e.g. floodplains, wetlands) or specific documentation of conclusions (e.g., cultural resources, special waste), URS will include the findings and conclusions statements in this Section with the reference to the appropriate issue area.
 - ***Environmental Commitments***
URS will list each environmental commitment made as a result of the development of this project. The environmental commitment would include a brief description of the Commitment with an indication of who made the commitment and the entity to whom the commitment was made.
 - ***Public Involvement***
URS will provide summary information for each public involvement activity conducted for the project, including the date, location, type of meeting/hearing (e.g., open house, formal hearing), and environmental issues raised. URS would reference the appropriate section(s) of the ECAD Record for information on the disposition of the environmental issues raised (if any).

Wolf Road - 143rd Street to 167th Street

ECAD Record and Document Scope of Work and Man-Hour Estimate

- **Conclusion**
The Class of Action Determination Record(s) shall document the analyses and results accomplished to determine the appropriate type of environmental processing for this project. A separate Class of Action Determination Record shall be prepared for each alternative under consideration.

ECAD Total Hours 212 hours

WOLF ROAD, 143RD STREET TO 167TH STREET WIDENING PROJECT**DRAFT SCOPE OF WORK**

Tasks included within this Scope of Work provide documentation of the tasks required to provide a noise study and report for the Wolf Road, 143rd Street to 167th Street widening project in Orland Park. The tasks to complete the project are detailed in the following work elements:

- A. Project Start-up and Data Collection.
- B. Noise Study
- C. Noise Report Documentation
- D. Schedule

The following tasks are proposed as the Scope of Work, schedule and budget and fee.

A. PROJECT START-UP AND DATA COLLECTION

1. The following information will be supplied to URS:
 - a) Ortho-rectified aerial images (ArcGIS compatible format).
 - b) CAD file of existing and future Alignment
 - c) CAD file of existing and future Planimetric
 - d) Existing and future daily and DHV traffic volumes, broken into the categories of automobiles, medium trucks and heavy trucks for Wolf Road. The traffic volumes will also be supplied for all available intersecting roadway segments.
 - e) As-built plans for the corridor (if available).
 - f) Elevation contour file of the study area (ArcGIS or CADD format).
 - g) Any identified platted, but unbuilt development within 500 feet of the corridor.
 - h) Build condition posted speeds for the study area.
2. URS will monitor existing noise levels with digital noise meter at six (6) locations along the mainline in the corridor. The locations will be monitored for 10-15 minutes during the peak hour of traffic flow on a Tuesday, Wednesday or Thursday. The six locations monitored will be:
 - Houses east of Wolf Road near Alexis Lane
 - Houses west of Wolf Road near Spring Creek Lane
 - Houses west of Wolf Road between 155th and 156th Street
 - Town homes east of Wolf Road near Equestrian Trail
 - Adjacent to commercial development near the Wolf Road / 159th Street intersection
 - Apartments east of Wolf Road between Karen Drive and Hancock Street

During the monitoring period, URS staff will count vehicles by type and record all pertinent meteorological data.

B. NOISE IMPACT ANALYSIS

URS will use FHWA's Traffic Noise Model (TNM) version 2.5 to predict traffic noise levels for the study area. The analysis will model the noise impacts of these roads:

- Wolf Road for length of project
- 143rd Street, for 1000 feet each side of Wolf Road
- 159th Street, for 1000 feet each side of Wolf Road
- 167th Street, for 1000 feet each side of Wolf Road

The following information will be included in the existing and future year scenarios' noise models:

- Roadway alignment
- Roadway elevation, as provided in available elevation contour mapping or as-built plans.
- Sensitive receptor location (horizontal and vertical coordinates). It is assumed that all reasonable sensitive receivers within 500 feet of the centerline that are not shielded from the roadway will be included in the analysis. Groups of adjacent receivers that are a similar distance from the roadway will be analyzed as a single receptor in TNM, but will be reported separately.
- DHV traffic volume, speed and vehicle mix divided into automobiles, medium trucks and heavy trucks. Posted speed will be used in the noise model.
- Ground cover information, where appropriate

Noise impact analysis will be completed for a total of three scenarios:

- Existing conditions
- Future design-year no-build conditions
- Future design-year build conditions

Predicted and monitored noise levels will be reported in hourly equivalent, A-weighted decibels. Traffic noise levels will be analyzed in the following steps, using traffic volume and mix data and future alignment and planimetric files:

1. Existing noise levels will be predicted using the TNM software and checked against monitored noise levels in the study area. Predicted existing condition and observed noise levels in the corridor should be within two dBA of each other.
2. Future design-year no-build noise levels will be predicted with TNM.
3. Future design-year build condition noise levels will be predicted with TNM.
4. Impacted receivers will be identified for all three scenarios. Impacts will be evaluated for both:
 - Approaching or exceeding the appropriate Noise Abatement Criteria (NAC).
 - An increase of 14 dBA or more over existing levels.

At impacted receivers, mitigation options will be evaluated for feasibility and reasonableness according to the *IDOT's Highway Traffic Noise - Abatement Evaluation* documentation.¹

¹ <http://www.dot.state.il.us/desenv/noise/part3.html>

C. NOISE STUDY DOCUMENTATION

URS will document the methods and results of the noise impact analysis in the study area. The noise study report will include summaries of the following elements:

- General information regarding the nature of noise and the measurement of sound, 23 CFR Part 772 Standards, noise abatement criteria and description of TNM.
- Description of the project and study area.
- Documentation of existing and future traffic volumes (both ADT and DHV), speeds and vehicle mix used in the traffic noise analysis.
- Documentation of noise monitoring locations, distance from centerline and recorded noise levels.
- Documentation of receivers, representing both existing and platted development, and its associated use.
- Documentation of predicted noise impacts by scenario for each receptor. The data included in the documentation are:
 - Receptor identification
 - Distance from project centerline
 - TNM modeled existing noise levels
 - Predicted future modeled noise levels, no-build condition
 - Predicted future modeled noise levels, build condition
 - Leq noise abatement criteria (66 dBA for Activity Category B uses and 71 dBA for Activity Category C uses)
 - Determination if noise levels approach or exceed Leq criteria by scenario
 - Mitigation evaluation results with IDOT Policy feasible and reasonable criteria applied
 - Construction noise
 - Summary of findings and abatement conclusions
 - References
 - Mapping of noise impact contours and each receptor (with ID) will be included. Areas of potential noise abatement will also be included.

**MAN-HOUR ESTIMATE FOR ADDITIONAL DRAINAGE STUDY (LDS)
WOLF ROAD, 143RD STREET TO 167TH STREET**

EXHIBIT C

NO.	TASK TO BE CONDUCTED	MAN-HOUR	COMMENT
1	Pick up survey		Survey request:
	1. Downstream waterway bottom elevations at: Outfall #01, 02, 03, 11, 13, 15, and 16	40 (2-persons)	Stream bottom elevations along the stream, about 100' from the ROW, and drain conditions
	2. Downstream outlet at: Outfall #04, 08, 09, 10, 12, and 17	48 (2-persons)	Possible outlet facility locations, waterways, storm sewers, etc..
	3. Downstream storm sewer invert elevs. & MHs: Outfall #05, 06, 07, and 14	32 (2-persons)	Downstream MH, or CB locations, downstream pipe sizes, invert elevations
	Sub-Total:	120	
2	General Location Drainage Map		Completed:
	1-sheet (scale: 1"=2000") 12-hr Works (LDS) includes: Create Maps to show the project with respect to the overall drainage features by using the USGS quadrangle map as base map.	12	None
	Sub-Total:	12	
3	Existing Drainage Plan (EDP)		Completed:
	Further work (LDS) includes: 1. Coordinate the pickup survey into the base file. 2. Assemble EDP sheets.		1. ex. drainage base file
	11-sheets (scale: 1"=50') 6-hr per sheet	66	
	Sub-Total:	66	
4	Proposed Drainage Plan and Profiles (PDP)		Completed:
	Further work (LDS) includes: 1. Create prop. drainage base file. 2. Assemble PDP sheets. 3. Identify utility conflicts. 4. Identify drainage easement needs.		1. Stormwater Management Conceptual Plan/Exhibits 15 sheets in total
	- Mainline: 11-sheets (scale: 1"=50') 16-hr per sheet	176	
	- Side Street: 9-sheets (scale: 1"=50') 8-hr per sheet (143rd, 151st, 153rd, 155th, 156th, 157th 158th, 159th, and 167th)	72	
	- Detail sheet (control structure schematic, etc.)	16	
	Sub Total:	264	

MAN-HOUR ESTIMATE FOR ADDITIONAL DRAINAGE STUDY (LDS)
WOLF ROAD, 143RD STREET TO 167TH STREET

EXHIBIT C

NO.	TASK TO BE CONDUCTED	MAN-HOUR	COMMENT
5	Drainage Design and Modeling Further work (LDS) includes: 1. Outlet evaluation 17-outlets 2. Finalize the type of facility for detention. 17-detention system <u>Availability of offsite properties for detention needs to be confirmed</u> (The efforts include coordination of Village engineers and cost analysis for offsite detention versus oversized sewer.) 3. Stormwater detention routing (PondPack) 17-models, 12-hr per model 4. Stormwater conveyance system Storm sewers, ditches for each section. Plan and profiles 17-models, 12-hr per model <p align="right">Sub-Total:</p>	<p align="center">17</p> <p align="center">40</p> <p align="center">204</p> <p align="center">204</p> <p align="center">465</p>	Completed: 1. Delineation of the drainage basins with outlet locations 2. Determination of the required detention volume for each outlet 3. Layout possible detention facilities and locations. 4. Identify design criteria.
6	Floodplain Encroachment Evaluation Further work (LDS) includes: 1. Perform a qualitative evaluation of encroachment and complete the evaluation form. 2. Complete cross-section exhibits to show cut/fill volumes. 3. Document the plans and cut/fill computation sheets. <p align="right">Sub-Total:</p>	<p align="center">16</p> <p align="center">16</p>	Completed: 1. Document the floodplain files. 2. Provide the exhibit to show the floodplain boundary and location.
7	Permitting Further work includes: 1. Confirm the length of culvert extension. If extension > 40', a permit for culvert extension in the regulatory waterway will be needed. <p align="right">Sub-Total:</p>	<p align="center">0</p> <p align="center">0</p>	Completed: 1. Collect FIRM info. 2. Identify the permit requirement.
8	Study Assembly Further work (LDS) includes: Assemble the report in accordance with LDS format. <p align="right">Sub-Total:</p>	<p align="center">32</p> <p align="center">32</p>	Completed: 1. Submit the draft study report. (Not LDS format)

Total Man-Hour: 975
 (Does not include Permitting)

WOLF ROAD
 (143rd Street to 167th Street)
 VILLAGE OF ORLAND PARK

SUMMARY OF DIRECT COSTS

URS

DATE: 12/5/2008

WORK ITEM	DESCRIPTION	UNITS	UNIT COST	QTY	# SETS / TRIPS	COST
ECAD RECORD						
					Sub-total	0.00
ECAD DOCUMENT						
					Sub-total	0.00
NOISE ANALYSIS						
1 trip to project site x 50 miles round trip x \$0.585/mile		Miles	0.000	50	1	0.00
					Sub-total	0.00
LOCATION DRAINAGE STUDIES						
					Sub-total	0.00
PUBLIC MEETINGS	Printing / Mounting	Each	1.000	10	10	100.00
1 trip to project site x 50 miles round trip x \$0.585/mile		Miles	0.585	50	1	29.25
					Sub-total	129.25
MEETINGS AND ADMIN						
3 trips to IDOT x 50 miles round trip x \$0.585/mile		Miles	0.585	50	3	87.75
					Sub-total	87.75
	0					
					Sub-total	0.00
	0					
					Sub-total	0.00
	0					
					Sub-total	0.00
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					Sub-total	0.00
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					Sub-total	0.00
	0					
					Sub-total	0.00
	0					
					Sub-total	0.00
	0					
					Sub-total	0.00
TOTAL DIRECT COSTS						217.00

AVERAGE HOURLY PROJECT RATES

WOLF ROAD
 (143rd Street to 167th Street)
 VILLAGE OF ORLAND PARK

FIRM: URS

DATE: December 5, 2008

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	ECAD RECORD			ECAD DOCUMENT			NOISE ANALYSIS			LOCATION DRAINAGE STUDIES						
		HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	HOURS	% PART.	HOURS	% PART.	WGTD RATE			
PRINCIPAL/VICE PRES.	\$70.00				4	3.6	\$2.500										
SENIOR PROJECT MGR.	\$60.10																
PROJECT MANAGER	\$52.69	20	20.0	\$10.538	20	17.9	\$9.409	20	10.4	\$5.489	16	1.6	\$0.965				
PROJECT ENGINEER	\$46.44										428	43.9	\$20.386				
TECHNICAL SPECIALIST	\$50.33	80	80.0	\$40.264	88	78.6	\$39.545	140	72.9	\$36.699							
SENIOR CIVIL ENGINEER	\$40.58										499	51.2	\$20.769				
SENIOR STRUCT. ENG.	\$50.81																
STAFF ENGINEER	\$28.11							32	16.7	\$4.685	32	3.3	\$0.923				
SENIOR CONST/RESIDENT	\$52.05																
CONST. ENG./RESIDENT	\$38.08																
TECHNICIAN	\$28.05																
JR. TECHNICIAN	\$19.78																
ADMINISTRATIVE/CLERICAL	\$25.18																
TOTALS		100	100	\$50.80	112	100	\$51.45	192	100	\$46.87	975	100	\$42.94				

COST ESTIMATE OF CONSULTANT SERVICES PHASE 1 - ADDITIONAL SCOPE

WOLF ROAD FIRM URS DATE 12/5/2008
 (143rd Street to 167th Street)
 VILLAGE OF ORLAND PARK OVERHEAD RATE 124.44 COMPLEXITY FACTOR 0.005

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEF (C)	INHOUSE DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (F)	TOTAL (G)	% OF GRAND TOTAL (H)
ECAD RECORD	100	5,080	6,322		1,698		13,100	7.42
ECAD DOCUMENT	112	5,763	7,171		1,926		14,860	8.41
NOISE ANALYSIS	192	9,000	11,199		3,008		23,206	13.14
LOCATION DRAINAGE STUDIES	975	41,868	52,101		13,993		107,963	61.12
PUBLIC MEETINGS	28	1,427	1,776	129	477		3,809	2.16
MEETINGS AND ADMIN	90	5,279	6,569	88	1,764		13,699	7.76
TOTAL	1497	68,416	85,137	217	22,866		176,637	100.00

Deduction for removing Plat and Legal Description -176 -\$21,464.08
1,321 \$155,173.21

**PHASE I ENGINEERING
SUPPLEMENTAL MANHOUR ESTIMATE
Wolf Road (143rd Street to 167th Street)**

ATTACHMENT A

IV. LOCATION DRAINAGE STUDIES

A. Pick-up Survey (Drainage)	120 hrs
B. General Location Drainage Map	12 hrs
C. Existing Drainage Plan	66 hrs
D. Proposed Drainage Plan and Profile	264 hrs
E. Drainage Design and Modeling	465 hrs
F. Floodplain Encroachment Evaluation	16 hrs
G. Permitting	0 hrs
H. Study Assembly	32 hrs

TOTAL LOCATION DRAINAGE STUDIES = 975 hrs

* See Exhibit C for details

V. PUBLIC MEETINGS

A. Public Information Meeting; Assume 1 Meeting	
1. Prepare Presentations (to include Environmental Documentation)	16 hrs
2. Prepare Exhibits (Additional exhibits for Meeting)	8 hrs
B. Review Public Comments & Disposition of Comments	4 hrs

Expense = Travel to Orland Park = 1 person x 2 hours x 1 meeting

TOTAL PUBLIC MEETINGS = 28 hrs

VI. MEETINGS AND ADMINISTRATION

A. Additional Coordination Meetings	
Coordination with FHWA/IDOT	8 hrs
Assume 3 meetings with FHWA/IDOT	0 hrs
Meeting Minutes	6 hrs

Expense = Travel to IDOT = 3 trips

B. Weekly Project Administration (Extended duration)	
3hrs per week x 24 weeks	76 hrs

TOTAL MEETINGS AND ADMINISTRATION = 90 hrs

SUPPLEMENT SUBTOTAL 1497 hrs

VII. PLATS AND LEGAL DESCRIPTIONS

Postponement of Plats and Legal Description Tasks to Phase II (CREDIT) -176 hrs

SUPPLEMENT TOTAL 1321 hrs

**PHASE I ENGINEERING
SUPPLEMENTAL MANHOURL ESTIMATE
Wolf Road (143rd Street to 167th Street)**

ATTACHMENT A

Project Name: Wolf Road (143rd Street to 167th Street)
Client: Village of Orland Park
Date: December 5, 2008

I. CLASS OF ACTION DETERMINATION RECORD

- | | |
|----------------------------------------------------------------|--------|
| A. Document Environmental Class of Action Determination Record | 20 hrs |
| B. QA/QC | 80 hrs |

TOTAL CLASS OF ACTION DETERMINATION RECORD = 100 hrs

II. CLASS OF ACTION DETERMINATION DOCUMENT

- | | |
|----------------------------------------|--------|
| A. Develop Purpose and Need Statement | 24 hrs |
| B. Develop Project Alternatives | 88 hrs |
| C. Document Environmental Consequences | 0 hrs |
| D. Document Environmental Commitments | 0 hrs |
| E. Public Involvement | 0 hrs |
| F. Conclusion | 0 hrs |
| G. QA/QC | 0 hrs |

TOTAL CLASS OF ACTION DETERMINATION DOCUMENT = 112 hrs

* See Exhibit A for details

III. NOISE ANALYSIS

- | | |
|------------------------------|--------|
| A. Data Collection | 160 |
| B. Noise Impact Analysis | 0 hrs |
| C. Noise Study Documentation | 32 hrs |
| D. QA/QC | 0 |

Expense = Travel to site = 1 trip

TOTAL NOISE ANALYSIS = 192 hrs

* See Exhibit B for details

BUSINESS ORGANIZATION:

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

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

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

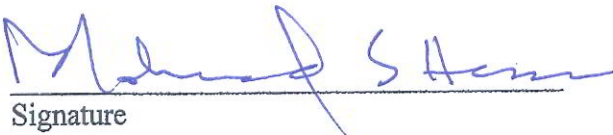
In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

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

URS Corporation

(Corporate Seal)

Business Name



Signature

Mohammad S. Hassan
Print or type name


Vice President
Title

June 10, 2009
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Mohammad S. Hassan, being first duly sworn certify and say
that I am Vice President
(insert "sole owner," "partner," "president," or other proper title)
of URS Corporation, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 10th Day
of June, 2009.


Notary Public



SEXUAL HARASSMENT POLICY

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

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

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

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

I, Mohammad S. Hassan, having submitted a proposal for URS Corporation
(Name) (Name of Contractor)

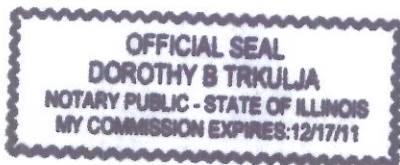
for Wolf Road Street Widening to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 10th Day
of June, 2009.


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

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

ACKNOWLEDGED AND AGREED TO:

BY: Muhammad S. Hassan

ATTEST: Josephine J. Kulpa

DATE: June 10, 2009

TAX CERTIFICATION

I, Mohammad S. Hassan, having been first duly sworn depose and state as follows:

I, Mohammad S. Hassan, am the duly authorized agent for URS Corporation, which has submitted a proposal to the Village of Orland Park for Wolf Road 143rd to 167th Widening and I hereby certify
(Name of Project)

that URS Corporation is not

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

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: *Mohammad S. Hassan*
Title: Vice President

Subscribed and Sworn To
Before Me This 10th Day
of June, 2009.

Dorothy B. Trkulja
Notary Public



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 -- Each Accident \$500,000 -- Policy Limit

\$500,000 -- Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 -- Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

\$1,000,000 -- Personal & Advertising Injury

\$2,000,000 -- Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

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

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

ACCEPTED & AGREED THIS 10th DAY OF June, 2009



Signature

Mohammad S. Hassan, Vice President
Printed Name & Title

Authorized to execute agreements for:

URS Corporation
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2009

Page 1 of 3

PRODUCER 877-945-7378 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED URS Corporation 600 Montgomery Street, 25th Floor San Francisco, CA 94111		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: National Union Fire Ins Co of Pittsburgh	19445-100
		INSURER B: Zurich American Insurance Company	16535-100
		INSURER C: Insurance Company of the State of PA	19429-100
		INSURER D: Steadfast Insurance Company	26387-000
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0919652	5/1/2009	5/1/2010	EACH OCCURRENCE	\$ 6,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 6,000,000
						GENERAL AGGREGATE	\$ 6,000,000
						PRODUCTS - COMP/OP AGG	\$ 6,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP938512500	5/1/2009	5/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC4990858	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
A		Y/N <input checked="" type="checkbox"/> N	WC4990859	1/1/2009	1/1/2010	E.L. EACH ACCIDENT	\$ 6,000,000
A			WC4990862	1/1/2009	1/1/2010	E.L. DISEASE - EA EMPLOYEE	\$ 6,000,000
C			WC4990857/WC4990860	1/1/2009	1/1/2010	E.L. DISEASE - POLICY LIMIT	\$ 6,000,000
D		OTHER Pollution Liability Claims Made	PCC967082301	5/1/2009	5/1/2010	\$5,000,000. Each Claim \$5,000,000. Aggregate	

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

RE: Wolf Road Reconstruction Project.

See Attached

CERTIFICATE HOLDER

Village of Orland Park
Attn: Kerrie Petzo
14700 Ravinia Avenue
Orland Park, IL 60462-3167

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PRODUCER 877-945-7378 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED URS Corporation 600 Montgomery Street, 25th Floor San Francisco, CA 94111	INSURER A: National Union Fire Ins Co of Pittsburgh	19445-100
	INSURER B: Zurich American Insurance Company	16535-100
	INSURER C: Insurance Company of the State of PA	19429-100
	INSURER D: Steadfast Insurance Company	26387-000
	INSURER E:	

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

Excess Auto Liability
 Carrier: American Guarantee & Liability Insurance Company
 Policy No. AEC938521600
 Effective: 5/1/2009 to 5/1/2010
 Limits: \$5,000,000 Per Occurrence

The Village of Orland Park, Its Officers, Directors, Employees & Agents are Additional Insureds as respects General Liability.

This Insurance is Primary & Non-Contributory with any other insurance maintained by the Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds as respects General Liability & Workers Compensation.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.