Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 26, 2009

Village of Oak Park
Section 05-00240-00-EG
Project No. HD-8003(560)
Job No. P-91-135-06

Sandra Sokol
Village Clerk
123 Madison St.
Oak Park, IL. 60302

Dear Ms. Sokol:

The agreement for preliminary engineering services, with URS Corporation in the correct amount of $809,507.04 (federal share, $809,507.04) was authorized by the Federal Highway Administration and approved by the department effective October 15, 2009.

The village may authorize the consultant to proceed with the engineering work called for in the agreement.

The corrected amount is based on the following

URS Corp.:- proposed fixed fees should be reduced by $14,232.72 due to an error in calculation.
Terra Engineering:- proposed fixed fees should be reduced by $123.72 due to an error in calculation.

Your file copy of the approved engineering agreement is attached. If you have any questions contact Mr. Hameed, (217)785-1675.

Sincerely,

Darrell W. Lewis

Darrell W. Lewis, P. E.
Acting Engineer of Local Roads and Streets

RECEIVED
NOV 18 2009
BUREAU OF LOCAL ROADS & STREETS

Cc-
Diane O'Keefe Attn: Chris Holt
James A. Budrick, Municipal Engineer
URS Corporation
Debbie Marks, Project Control

2009-R-082_G2_051809

LOCAL AGENCY		CONSULTANT
Local Agency: Village of Oak Park County: Cook Section: 05-00240-00-EG Project No.: HD-8003(560) Job No.: P-91-135-06 Contact Name/Phone/E-mail Address: Robert Cole (708)358-5791 cole@oak-park.us	Illinois Department of Transportation **Preliminary Engineering Services Agreement For Federal Participation**	Consultant: URS Corporation Address: 100 South Wacker Drive, Suite 500 City: Chicago State: IL Zip Code: 60606 Contact Name/Phone/E-mail Address: Robert Andrews (312)939-1000 robert_andrews@urscorp.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name I-290 Cap from IL 43 to Austin Avenue Route FAI-290 Length 1.6 mi Structure No. N/A

Termini IL 43 to Austin Avenue

Description Engineering-1

ORIGINAL

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.

3. To complete the services herein described within 1,095 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

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

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

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

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

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

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

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

13. Scope of Services to be provided by the ENGINEER: **SEE ATTACHED EXHIBIT A – SCOPE OF WORK**

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

SCOPE OF WORK

The *Cap Concept Analysis for Cap the IKE* represents a second phase of work related to the construction of a cap over the Eisenhower Expressway in Oak Park, and builds upon the 2005 *Cap the IKE Feasibility Study*. That study identified several areas for further analysis, which will be undertaken during this project. The general scope of this project will include the following tasks:

1. Traffic Analysis

    a. Data Collection – Collection of traffic volume counts and other transportation data, including existing lane geometry, parking, and traffic control operations.

        i. Collect Bicycle and Pedestrian Data – Data on existing and future bicycle and pedestrian traffic through the project limits will be collected with assistance of IDOT and the Village.

        ii. Obtain Other Transportation Data – Obtain other relevant data as needed to create and calibrate the existing traffic simulation network accurately.

        iii. Compile Traffic Count and Transportation Data – All the traffic count and transportation data will be compiled and presented in tables and graphics.

    b. Review Analysis of the Existing Conditions.

        i. Review Data Collected by PB for the Existing Conditions – Review data collected by PB for use in creating the existing traffic model of the project area. Data will be reviewed for reasonability and completeness with respect to the creation of an existing traffic model for this project.

        ii. Obtain Existing Travel Model (Data) from PB – Review and trim the traffic forecast data generated by PB for use in modeling the proposed conditions. (The model comes from CMAP. thus URS will have to asked CMAP for the model, when PB has the data available they can supply the data to URS at their request)

        iii. Review Portion of Report Pertaining to Existing Model – Review portion of report pertaining to the existing conditions and incorporate information into the proposed model and report.

    c. Future Conditions Analysis

        i. Create and Analyze Future Conditions – Create and apply a traffic simulation model of the future conditions, including the no-build alternative and the two Community Preferred Variations of which include the Full Cap and a Cap Reduction.

ii. Applying Future Traffic Simulation Models – Apply the future traffic volumes to the future-year conditions, including the no-build alternative and the two Community Preferred Concept variations using VISSIM traffic simulation software in order to determine Level of Service, delays, queues, and v/c ratios.

iii. Develop and Analyze Mitigation Measures – It is not the goal to turn neighborhood streets into arterials or collector streets. The traffic impact study of the Community Preferred Concept Plan will determine if the proposed new connections and the Cap will generate inappropriate levels of new traffic on neighborhood streets and jeopardize the goals of the Plan. If analysis determines that such negative conditions exist, the traffic impact study will address these conditions by adding traffic calming features to the plan, modifying the plan to eliminate proposed connector(s), or by adding different connectors to further disperse traffic. Any mitigation measures will be input into the traffic simulation model and analyzed to ensure that they produce the desired effect.

iv. Analyze Bicycle, Pedestrian, and Parking Patterns – Coordinate and analyze existing and future bicycle, pedestrian, and parking requirements within the project area including CTA Station access.

v. Analyze Regional Transportation Center Impacts – This analysis will be coordinated with the findings and recommendations of the economic impact study the proposed regional transportation center at Harlem Avenue. This step will only be performed on analysis of Two Community Preferred alternatives.

vi. Future Year Analysis Documentation – Create a summary of the traffic analysis for the future conditions. Generate a draft report of findings and recommendations, which will be incorporated in a Final Report after review and approval by the Village of Oak Park.

2. Real Estate Impact Analysis

Our approach to the project will include the following work tasks for each of the three Cap variations of the Community Preferred Concept Plan presented in the February 2005 *Cap the IKE Feasibility Study*:

a. Construction Impact – Using standard industry benchmarks, we can quantify construction spending and the number of construction jobs created.

b. Direct Impact –

i. Users, Sq ft – Based on estimated space allotted to the various real estate uses in the *Cap the IKE Feasibility Study*, URS will quantify projected applicable tax revenues generated by the proposed development.

Examples include Sales and Use Tax, Personal income tax, Utility Tax, Ad Valorem Real Estate Taxes, and other local and state applicable taxes.

ii. Employees – Based on the *Cap the IKE Feasibility Study* recommendations for Real Estate use and potential recreational programming, URS will estimate the number of full time equivalent employees employed in direct result of the project, excluding construction employees. URS will also analyze the multiplied impact these employees will have on the local economy.

c. Real Estate Market Impact -URS will perform an analysis of the impact of the three variations presented in the Cap the IKE Feasibility Study on the local real estate market, especially that property adjacent to the Eisenhower Expressway, and in conjunction with related planning documents, to obtain insight on how the area's economic vitality can be enhanced, including potential affects on real estate values for residential and commercial properties.

d. Park - Visitor Spending - Based on visitor attendance/projection data from the Village, the Park District and/or select Park operators, URS will quantify visitor spending for select categories as lodging, food and entertainment and shopping, and will estimate new employment generated by the visitors' increased spending.

3. Air Quality Analysis and Solutions

Air quality in Oak Park around the Eisenhower is a concern.

Several air scrubbing/cleaning systems were identified in the *Feasibility Study*. These systems need to be evaluated in more depth to determine possible effectiveness and costs. All these systems are on the leading edge of technology and most are being implemented overseas. There is inherent risk in using new technologies with limited historical data. This task is to investigate the technologies and other technologies that may be identified and attempt to determine their costs (construction, operation and maintenance) size requirement, and the potential benefits and drawbacks of the systems.

4. Project Visualization

This item will be staged so that there are some still shots done early on and hold any animations later when the project concepts are further refined.

a. Illustrations that define the full and partial cap concept

b. Animation clip of the east-to-west flyover existing conditions

c. Animation clip east-to-west using a split screen technique

d. Drivers view on the IKE going under the deck

e. Animation and still imagery that will show the pedestrian view of the Prairie Path.

f. An animation will be created that shows an up-close view of a CTA station that connects from the platform at the below-grade IKE level to the surface-level cap area above.

g. An animation will be created that shows a driver's view of the streetscape

h. An animation clip will show the recreation facilities and open park areas.

5. Drainage Report

A drainage report will be prepared to show the impacts the Cap will have on storm drainage. The analysis will assume that Variation 3 – Full Cap will be constructed. Because the analysis and drainage report will be completed prior the IDOT's determination of the number of lanes on the Ike and the ramp configurations, the analysis will be done on the existing configuration of the expressway. The drainage report will address the issues relative to the Cap and its drainage. Items included in the report will include:

a. Data collection

b. Existing drainage system – Determine existing drainage around the sides of the expressway and how the expressway drainage interacts with the Oak Park surface drainage and storm sewers. Prepare drainage map showing existing system.

c. Proposed drainage system – Develop drainage criteria, outlet evaluation, storm water retention analysis and drainage alternative. Much of the water that falls on the expressway, CTA and railroad will now fall on the Cap. In turfed areas, the water will drain through the turf and be collected in underdrains. Outlets for these underdrains need to be determined, preferably outlets that can be reached by gravity flow and not just discharged onto the Ike below. This could reduce the overall quantity of water that currently falls on the facilities below the cap. Parts of the Cap have impervious surfaces like roads, parking lots and buildings. If an alternate outlet for the flows from these facilities is determined, detention may be required to avoid increasing the flow rate to the alternate outlet. All these thing need to be considered plus other type of "green" techniques that could be incorporated into the design. These techniques and management practices could be of benefit to the Cap and the Ike below. After the studies are complete, a proposed drainage map will be produced.

d. This work is not intended to be a full drainage reports but rather a study that determines the volumes, rates, outfalls and costs of reducing surface water to the infrastructures under the Cap.

6. Structure Reports

A structural analysis and report will be completed for the proposed Cap. The retaining walls that parallel the expressway are not sufficient structurally to serve as abutments and supports for the Cap. A standard pile supported concrete foundation requires large excavations and would be very disruptive to the adjacent properties. Pier construction could have a significantly negative impact on expressway traffic. This task is to evaluate alternative systems and select the best ones for inclusion in the project. Elements that will be analyzed and included in the report will be:

a. Type of foundation and configuration for the abutments and piers.

b. Deck and/or girder types including preliminary construction depth for the main structural elements of the Cap. Included in this will be determining clearance envelopes of the proposed systems for the Cap over the roadway, railroad and CTA. Clearance envelopes will cite accepted tunnel/cap standards/requirements for existing horizontal & vertical clearances for each facility as it pertains to a full or partial cap. The Eisenhower and railroad profiles will be analyzed in order to document the clearances to facilities below and show the Cap above in reference to the surrounding terrain. (It should be understood that the cited existing clearances envelopes over each facility for a Cap/Tunnel concept possibly would not meet the clearance for any future planned proposed highway improvement.)

c. Produce a separate report for review and approval by the Village. This includes preparation of schematic sketches of the alternatives considered and preliminary cost estimates and comparisons of alternatives.

7. Fire Code Report

This item is intended to identify the components and costs of compliance with the Fire Code for the Cap. URS will address the following physical and regulatory requirements for the tunnel. URS will perform the conceptual design in accordance with NFPA 502- Standard for Road Tunnels, Bridges and Other Limited Access Highways, 2004 Edition and other applicable standards. In addition, URS will coordinate closely with IDOT, the Village of Oak Park and regulatory agencies with jurisdiction over the tunnel work:

a. Provide one conceptual tunnel ventilation system design. The tunnel ventilation concept shall identify approximate dimensions of fan rooms and ventilation ducts. URS shall provide one optional conceptual plan that includes an "Air Pollution Reduction System".

b. Provide one conceptual mechanical system concept. The tunnel mechanical system concept shall identify the major systems in narrative form only.

c. Determine one conceptual tunnel lighting design in order to estimate power requirements.

d. Provide one conceptual tunnel electrical system design. The tunnel electrical power concept shall identify the general power distribution layout and emergency backup power system in a design report narrative only.

e. Provide one conceptual tunnel communication system design. The tunnel communication concept shall identify the general communication system components (voice, data, SCADA, radio) layout in a design report narrative only.

f. Provide one conceptual fire and life safety system design. The tunnel fire and life safety concept shall identify the general fire detection, fire suppression and life safety layout in a design report narrative only.

g. Provide one conceptual tunnel control room design. The control room concept shall identify the general area required in narrative only. Provide one conceptual emergency egress route and refuge area alternative.

h. Provide one conceptual design for ancillary rooms for tunnel systems. The ancillary room layout shall identify the general areas required for the functional activities in narrative only.

i. Provide one conceptual Intelligent Transportation System (ITS) plan that includes Dynamic Message Signs, Traffic Signals/Lane Use Signals and Vehicle Detection System to monitor and control traffic entering the tunnel. The ITS system shall be tied into IDOT's Traffic Management Center in Schaumburg, Illinois where IDOT provides 24/7 surveillance of traffic in the Chicago area.

j. Provide concept level costs for items g-j.

8. IDOT Public Involvement

IDOT is planning to hold public meetings which are a part of the overall I-290 Phase 1 Study. They will follow the Context Sensitive Solutions (CSS) process. Oak Park will participate in the CSS process. The item below is intended to provide time for the consultant to attend meetings.

a. Assume 3 meetings and 6 IDOT/Oak Park meetings.

9. Oak Park Public Involvement

a. The consultant will attend meetings and prepare CAP the IKE concept exhibits for these meetings.

10. Cost estimates

a. The consultant will prepare an approximate estimate of construction cost for CAP the IKE concepts.

II. THE LA AGREES,

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

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

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

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

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

☐ With Retainage

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

☒ Without Retainage

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

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

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.

2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

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

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
URS Corporation	94-1716908	$674,574.45

Sub-Consultants:	TIN Number	Agreement Amount
Terra Engineering Ltd.	36-3853964	$131,961.79
Goodman Williams Group	36-3928450	$ 17,327.24
	Sub-Consultant Total:	$149,289.03
	Prime Consultant Total:	$674,574.45
	Total for all Work:	**$823,863.48**

Executed by the LA:

Village of Oak Park
(Municipality/Township/County)

ATTEST:

By: Teresa Powell

Village Clerk

(SEAL)

By: Thomas W. Barwin

Title: Village Manager

Executed by the ENGINEER:

ATTEST:

By: Robert J. Anchen

Title: Senior Project Manager

URS Corporation

By: Richard S Hess

Title: Vice President

REVIEWED AND APPROVED AS TO FORM

MAY 12 2009

LAW DEPARTMENT

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM URS CORPORATION **DATE** 02/09/09

PSB

PRIME/SUPPLEMENT

OVERHEAD RATE 1.2551

COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	QC/QA	180	9,650.24	12,112.02		3,570.59		131,838.07		25,332.85	3.07%
DBE	1 Traffic Analysis	30	2,076.51	2,606.23		768.31		(131,961.79)	131,961.79	137,412.84	16.68%
DBE	2 Real Est. Impact Anal	375	15,347.05	19,262.08	735.00	5,678.41	1,125.00	17,327.24	17,327.24	59,474.78	7.22%
	3 Air Quality Analysis	200	10,289.48	12,914.32		3,807.11				27,010.90	3.28%
	4 Project Visualization	792	31,076.17	39,003.71	4,286.00	11,498.18	4,000.00			89,864.06	10.91%
	5 Drainage Report	775	33,670.47	42,259.80	465.00	12,458.07				88,853.34	10.78%
	6 Structure Report	1020	48,030.44	60,283.00	500.00	17,771.26				126,584.70	15.36%
	7 Fire Code Report	1848	87,502.01	109,823.77	3,710.00	32,375.74				233,411.53	28.33%
	8 IDOT Public Involvmt	60	3,674.68	4,612.09		1,359.63				9,646.41	1.17%
	9 Oak Park P. Involvmt	100	4,401.33	5,524.11		1,628.49				11,553.94	1.40%
	10 Cost Estimates	65	3,736.49	4,689.67		1,382.50				9,808.67	1.19%
	Subconsultant DL					4,909.46				4,909.46	0.60%
	TOTALS	5445	√249,454.87	√313,090.81	√9,696.00	(97,207.76)	√5,125.00	(149,289.03)	149,289.03	**(823,863.48)**	100.00%

82,975.04 149,165.31 $809,507.04

DBE 18.12%

AVERAGE HOURLY PROJECT RATES

FIRM URS CORPORATION

PSB

PRIME/SUPPLEMENT

DATE 02/09/09

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES Hours	% Part.	Wgtd Avg	QC/QA Hours	% Part.	Wgtd Avg	1 Traffic Analysis Hours	% Part.	Wgtd Avg	2 Real Est. Impact Anal Hours	% Part.	Wgtd Avg	3 Air Quality Analysis Hours	% Part.	Wgtd Avg	4 Project Visualization Hours	% Part.	Wgtd Avg
Principal/VP	70.00	65	1.20%	0.84				10	33.33%	23.33	32	8.53%	5.97	5	2.50%	1.75	30	3.79%	2.65
Sr. Project Manager	68.83	348	6.43%	4.42				20	66.67%	45.88				20	10.00%	6.88	40	5.05%	3.48
Project Manager	59.74	30	0.55%	0.33	30	16.67%	9.96												
Project Engineer	53.66	745	13.76%	7.39	20	11.11%	5.96							25	12.50%	6.71	80	10.10%	5.42
Technical Specialist	50.03	490	9.05%	4.53	30	16.67%	8.34							30	15.00%	7.50			
Sr. Civil Engineer	47.67	710	13.12%	6.25	40	22.22%	10.59				130	34.67%	16.53	120	60.00%	28.60			
Sr. Construction Eng	57.25	30	0.55%	0.32	20	11.11%	6.36												
Construction Eng	42.28	0																	
Sr. Structural Eng	55.80	566	10.46%	5.83	40	22.22%	12.40												
Sr. Professional	49.73	390	7.20%	3.58													80	10.10%	5.02
Staff Engineer	33.10	505	9.33%	3.09							185	49.33%	16.33						
Staff Other Prof	28.08	24	0.44%	0.12							24	6.40%	1.80						
Technician	32.24	1466	27.08%	8.73													522	65.91%	21.25
Jr. Technician	20.68	0																	
Admin/Clerical	28.09	44	0.81%	0.23							4	1.07%	0.30				40	5.05%	1.42
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TOTALS		5413	100%	$45.67	180	100.00%	$53.61	30	100%	$69.22	375	100%	$40.93	200	100%	$51.45	792	100%	$39.24

AVERAGE HOURLY PROJECT RATES

FIRM URS CORPORATION

PSB

PRIME/SUPPLEMENT

DATE 02/09/09

PAYROLL CLASSIFICATION	AVG HOURLY RATES	5 Drainage Report			6 Structure Report			7 Fire Code Report			8 IDOT Public Involvmt			9 Oak Park P. Involvmt			10 Cost Estimates		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/VP	70.00	10	1.29%	0.90	6	0.59%	0.41	4	0.22%	0.15									
Sr. Project Manager	68.83	75	9.68%	6.66	48	4.71%	3.24	80	4.33%	2.98	30	50.00%	34.41	20	20.00%	13.77	15	23.08%	15.88
Project Manager	59.74																		
Project Engineer	53.66	150	19.35%	10.39	100	9.80%	5.26	300	16.23%	8.71	30	50.00%	26.83	20	20.00%	10.73	20	30.77%	16.51
Technical Specialist	50.03							420	22.73%	11.37							10	15.38%	7.70
Sr. Civil Engineer	47.67	140	18.06%	8.61	80	7.84%	3.74	200	10.82%	5.16									
Sr. Construction Eng	57.25																10	15.38%	8.81
Construction Eng	42.28																		
Sr. Structural Eng	55.80				316	30.98%	17.29	200	10.82%	6.04							10	15.38%	8.58
Sr. Professional	49.73				130	12.75%	6.34	180	9.74%	4.84									
Staff Engineer	33.10	220	28.39%	9.40	80	7.84%	2.60							20	20.00%	6.62			
Staff Other Prof	28.08																		
Technician	32.24	180	23.23%	7.49	260	25.49%	8.22	464	25.11%	8.09				40	40.00%	12.90			
Jr. Technician	20.68																		
Admin/Clerical	28.09																		
TOTALS		775	100%	$43.45	1020	100%	$47.09	1848	100%	$47.35	60	100%	$61.24	100	100%	$44.01	65	100%	$57.48

ESTIMATED DIRECT COSTS FOR TRAVEL & MISC. COSTS FAI 290: IL 43 to Austin Avenue	UNIT RATE	MILEAGE		LODGING		MEALS		MISCELLANEOUS		TOTAL
		QTY	COST	QTY	COST	QTY	COST	QTY	COST	
2. Real Estate Impact Analysis										
Mileage	$ 0.550	384	$ 211							
Printing	$ 1.00							300	$ 300	
Per diem	$ 28.00					8	$ 224			
2. SUB TOTALS: In-Hours Direct Costs			**$ 211**				**$ 224**		**$ 300**	**$ 735**
RIMS II Data	$ 600.00							1	$ 600	
SocioEconomic Data	$ 175.00							3	$ 525	
2. SUB TOTALS: Outside Direct Costs									**$ 1,125**	**$ 1,125**
4. Project Visualizations										
Mileage	$ 0.550	330	$ 182							
Airfare	$ 500.00	4	$ 2,000							
Lodging (nights)	$ 60.00			8	$ 480					
Per Diem	$ 28.00					16	$ 448			
Expendable film, tape, editing material, shipping	$ 1,176.00							1	$ 1,176	
4. SUB TOTALS: In-Hours Direct Costs			**$ 2,182**		**$ 480**		**$ 448**		**$ 1,176**	**$ 4,286**
Aerial Photography (outside direct costs)	$ 100.00							40	$ 4,000	
4. SUB TOTALS: Outside Direct Costs									**$ 4,000**	**$ 4,000**
5. Drainage Report										
Mileage	$ 0.550	300	$ 165						$ -	
Printing	$ 1.00		$ -					300	$ 300	
5. SUB TOTALS: In-Hours Direct Costs			**$ 165**						**$ 300**	**$ 465**
6. Structure Report										
Printing	$ 1.00		$ -					500	$ 500	
									$ -	
6. SUB TOTALS: In-Hours Direct Costs									**$ 500**	**$ 500**
7. Fire Code Report										
Mileage	$ 0.550	330	$ 182							
Printing	$ 1.00		$ -					500	$ 500	
Airfare	$ 500.00	4	$ 2,000							
Lodging (nights)	$ 60.00			8	$ 480					
Per Diem	$ 28.00					16	$ 448			
Shipping	$ 10.00							10	$ 100	
									$ -	
7. SUB TOTALS: In-Hours Direct Costs			**$ 2,182**		**$ 480**		**$ 448**		**$ 600**	**$ 3,710**
TOTAL IN-HOUSE DIRECT COSTS										**$ 9,696**
TOTAL OUTSIDE DIRECT COSTS										**$ 5,125**

Illinois Department of Transportation

Cost Estimate of Consultant Services
(CPFF)

Firm: Goodman Williams Group
Route:
Section:
County:
Job No.:
PTB & Item:

Date: 02/10/09
Overhead Rate: **148.00%**
Complexity Factor: **0**

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	*Services By Others	Total	% of Grand Total
QC/QA	5	350.00	518.00		125.86			993.86	5.74%
Real Est. Impact Analysis	120	5,752.00	8,512.96		2,068.42			16,333.38	94.26%
TOTALS	125	6,102.00	9,030.96	0.00	2,194.28	0.00	0.00	✓17,327.24	100.00%

BDE 025 (Rev. 2/06)

Illinois Department of Transportation

Average Hourly Project Rates

Route
Section
County
Job No.
PTB/Item

Consultant Goodman Williams Group

Date 02/10/09

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			QC/QA			Real Est. Impact Analysis											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principle	70.00	45	36.00%	25.20	5	100.00%	70.00	40	33.33%	23.33									
Analyst	36.90	80	64.00%	23.62				80	66.67%	24.60									
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TOTALS		125	100%	$48.82	5	100%	$70.00	120	100%	$47.93	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM: TERRA ENGINEERING
PSB: CAP THE IKE
PRIME/SUPPLEMENT: SUPPLEMENT
DATE: 02/10/09
OVERHEAD RATE: 1.5194
COMPLEXITY FACTOR: 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
DBE	Collect Data	120	4,942.23	7,509.22	261.50	1,828.62	340.00		14,881.57	14,881.57	11.28%
DBE	Analyze Existing condition	99	4,296.61	6,528.26	0.00	1,589.74	367.00		12,781.62	12,781.62	9.69%
DBE	Analyze Future Condition	545	22,828.46	34,685.56	0.00	8,446.53	811.00		66,771.54	66,771.54	50.60%
DBE	Reports	90	3,601.87	5,472.68	0.00	1,332.69	5,634.50		16,041.74	16,041.74	12.16%
DBE	Field Visits	24	1,227.46	1,865.00	137.50	454.16	0.00		3,684.12	3,684.12	2.79%
DBE	Meetings	32	1,860.15	2,826.31	137.50	688.26	50.00		5,562.22	5,562.22	4.22%
DBE	QC/QA	44	2,695.91	4,096.17	0.00	997.49	0.00		7,789.57	7,789.57	5.90%
DBE	Administration	38	1,539.91	2,339.74	0.00	569.77	0.00		4,449.41	4,449.41	3.37%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	992	✓42,992.59	✓65,322.94	✓536.50	15,907.26	7,202.50	0.00	131,961.79	**131,961.79**	100.00%

15,783.54

131,838.07

DBE 100.00%

DBE

AVERAGE HOURLY PROJECT RATES

FIRM TERRA ENGINEERING
PSB
PRIME/SUPPLEMENT SUPPLEMENT

DATE 02/10/09

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES Hours	% Part.	Wgtd Avg	Collect Data Hours	% Part.	Wgtd Avg	Analyze Existing conditio Hours	% Part.	Wgtd Avg	Analyze Future Condition Hours	% Part.	Wgtd Avg	Reports Hours	% Part.	Wgtd Avg	Field Visits Hours	% Part.	Wgtd Avg
Principal	71.05	26	2.62%	1.86	1	0.83%	0.59	3	3.03%	2.15	2	0.37%	0.26	1	1.11%	0.79	4	16.67%	11.84
Manager/Senior Project Engineer	60.02	246	24.80%	14.88	10	8.33%	5.00	20	20.20%	12.12	128	23.49%	14.10	15	16.67%	10.00	7	29.17%	17.50
Project Manager	42.94	81	8.17%	3.51	39	32.50%	13.96	11	11.11%	4.77	5	0.92%	0.39	9	10.00%	4.29	7	29.17%	12.53
Assistant Project Engineer	37.09	546	55.04%	20.41	70	58.33%	21.63	65	65.66%	24.35	360	66.06%	24.50	45	50.00%	18.54	6	25.00%	9.27
Senior Project Technician	28.75	70	7.06%	2.03							50	9.17%	2.64	20	22.22%	6.39			
Administrative Assistant	27.81	23	2.32%	0.64															
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TOTALS		992	100%	$43.34	120	100.00%	$41.19	99	100%	$43.40	545	100%	$41.89	90	100%	$40.02	24	100%	$51.14

AVERAGE HOURLY PROJECT RATES

FIRM TERRA ENGINEERING
PSB
PRIME/SUPPLEMENT SUPPLEMENT

DATE 02/10/09

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Meetings Hours	Meetings % Part.	Meetings Wgtd Avg	QC/QA Hours	QC/QA % Part.	QC/QA Wgtd Avg	Administration Hours	Administration % Part.	Administration Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	71.05	10	31.25%	22.20	5	11.36%	8.07												
Manager/Senior Proj	60.02	12	37.50%	22.51	39	88.64%	53.20	15	39.47%	23.69									
Project Manager	42.94	10	31.25%	13.42															
Assistant Project En	37.09																		
Senior Project Techr	28.75																		
Administrative Assis	27.81							23	60.53%	16.83									
TOTALS		32	100%	$58.13	44	100%	$61.27	38	100%	$40.52	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Description	Cost	Unit	Quantity	Total
Vehicle	$45.00	Day	4	$180.00
8.5"x11" B&W	$0.25	Sheet	3000	$750.00
8.5"x11" Color	$1.00	Sheet	500	$500.00
11"x17" Bond	$1.30	Sheet	250	$325.00
11"x17" Vellum	$2.60	Sheet	100	$260.00
11"x17" Color	$2.60	Sheet		
24"x36" Bond	$6.00	Sheet		
24"x36" Vellum	$12.00	Sheet		
24"x36" Color	$12.00	Sheet		
30"x42" Bond	$8.75	Sheet		
30"x42" Vellum	$17.50	Sheet		
30"x42" Color	$17.50	Sheet		
36"x48" Bond	$12.00	Sheet		
36"x48" Vellum	$24.00	Sheet		
36"x48" Color	$24.00	Sheet		
Film & Processing	@ Cost ($16 ±)	Roll	4	$64.00
Field Books	$15.00	Each	1	$15.00
Hotel / Lodging	State Max	Night		
Mileage	$0.550	Mile	750	$412.50
Messenger	$6.75	Delivery	10	$67.50
Printing Newsletter	$1.57	Each	3000	$4,710.00
Overnight Delivery	@ Cost ($25 ±)	Delivery	10	$250.00
Per Diem	$28.00	Day		
Premium Time	Direct Time/2			
Tolls	@ Cost			
Testing Equpmenet	@ Cost			
Web Site Template	@ Cost ($130 ±)	Each	1	$130.00
Web Site Domain Reg.	@ Cost ($10 ±)	Year	3	$30.00
Web Site Hosting	@ Cost ($60 ±)	Year	3	$180.00

$7,874.00

Newsletter Breakdown	# of Issues	Copies/Issue	Cost/Copy	Total
Print Newletter	3	1000	$ 1.15	$ 3,450.00
Postage	3	1000	$ 0.42	$ 1,260.00
Total Newsletter Expense				**$ 4,710.00**